

## AGREEMENT FOR VETERINARY SERVICES #7599

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**THIS AGREEMENT** is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as “County”) and Animal Outreach of the Mother Lode, a California Nonprofit Corporation whose principal place of business is 6101 Enterprise Drive, Suite B, Diamond Springs, California 95619 (hereinafter referred to as “Contractor”);

### RECITALS

**WHEREAS**, County has determined that it is necessary to obtain a contractor to provide veterinary services on an “as needed” basis for animals seized by, or otherwise taken into care by County;

**WHEREAS**, Contractor has represented to County that it is licensed to practice veterinary medicine in the State of California and competent to perform the special services described in ARTICLE I, Scope of Services; that it is an independent and bona fide business operation, advertising and/or holding itself out as such; that it is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provision of these services provided by Contractor is in the public’s best interest, and that these services are more economically and feasibly performed by outside independent contractors as well as authorized by El Dorado County Charter, Section 210 (b)(6) and Government Code 31000;

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

#### **ARTICLE I**

**Scope of Services:** On as-needed basis, Contractor will furnish personnel, equipment, materials and supplies necessary to provide emergency and routine veterinary services as requested by County for animals in County’s care. Provision of services by Contractor shall be subject to Contractor’s determination that it is able to provide requested services without unreasonably depleting its medical resources, personnel, services, or facilities.

#### **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by all parties hereto and shall cover the term of January 1, 2024 through December 31, 2026.

**ARTICLE III**

**Compensation for Services:**

1. County agrees to pay Contractor within forty-five (45) days of receipt and approval of invoice, per the price defined in Exhibit A marked "Rates," incorporated herein and made by reference a part hereof, and/or the price approved by the Manager of Animal Services, or designee, for those services not included in Exhibit A. Contractor shall provide Manager of Animal Services, or designee, an updated Rate Schedule annually each June beginning with July 2024. The cost for each service shall be a flat fee, equal to or less than Contractor's usual and customary fee for such service.
2. Upon request by County, Contractor shall provide a fee estimate prior to initiation of services, including the cost of procedures under "general surgery," which are not defined in Exhibit A. Once an animal is actively receiving services, if Contractor anticipates that the cost of such services may exceed \$500, Contractor shall notify the Manager of Animal Services, or designee.
3. Should an animal's injuries require treatment from a veterinarian which has facilities and/or specialized treatment methods, Contractor shall obtain prior written approval from the Manager of Animal Services, or designee, prior to that animal being treated by the other veterinarian.
4. When treatment of an animal is outsourced, County agrees to pay Contractor within forty-five (45) days of receipt and approval of an invoice issued separately by Contractor and that is accompanied by that veterinarian's itemized invoice to Contractor.

**ARTICLE IV**

**Maximum Obligation:** The maximum obligation for services and deliverables provided under this Agreement shall not exceed \$250,000.

**ARTICLE V**

**Notice to Parties:** Written notice shall be sent to the following addresses:

County of El Dorado  
 Health and Human Services Agency  
 3057 Briw Road, Suite B  
 Placerville, CA 95667  
 Attn: Olivia Byron-Cooper, Interim Director

Animal Outreach of the Mother Lode  
 6101 Enterprise Drive, Suite B  
 Diamond Springs, California  
 Attn: Kristine McAuliffe, Operations Manager

or to such other location as the Contractor directs.

with a copy to

COUNTY OF EL DORADO  
 Chief Administrative Office  
 Procurement and Contracts Division  
 330 Fair Lane  
 Placerville, CA 95667  
 ATTN: Purchasing Agent

or to such other location as the County directs.

## **ARTICLE VI**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained herein this Agreement under the Article titled "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

## **ARTICLE VII**

**Audit by California State Auditor:** Contractor acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

## **ARTICLE VIII**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

## **ARTICLE IX**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

## **ARTICLE X**

**Confidentiality:** Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Contract Administrator for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

## **ARTICLE XI**

**Independent Contractor:** The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be

wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

## **ARTICLE XII**

**Contractor's Responsibility:** In the event litigation including civil, criminal or administrative proceedings are instituted by any person in any way related to or arising from the provision of services under this Agreement, Contractor agrees to fully cooperate with County in the defense of such proceeding including but not limited to providing full access to all necessary records and files; meeting with County representatives, and appearance and testimony at any such proceeding.

## **ARTICLE XIII**

**Insurance:** Contractor is an independent contractor and shall not be covered by County's insurance. Contractor shall be responsible for determining what insurance is necessary in order to perform the work hereunder and for procuring all coverages that are standard within the industry and required by law. With regard to Workers Compensation, Contractor is responsible for complying with California law. If Workers Compensation is required of Contractor, Contractor shall maintain statutory coverage and Employer's Liability. Contractor shall provide evidence that all required insurance is held upon request by County. Failure of County to demand such certificate shall not be construed as a waiver of the obligation of Contractor to maintain such insurance.



#### **ARTICLE XIV**

**Force Majeure:** Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control; and
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

#### **ARTICLE XV**

**Waiver:** No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

#### **ARTICLE XVI**

**Termination or Cancellation Without Cause:** Either Party may terminate this Agreement in whole or in part for any reason upon seven (7) calendar days written notice. If such termination is effected, County shall pay for satisfactory services rendered prior to the effective date as set forth in the Notice of Termination and for such other services that County may agree to in writing as necessary for Contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Contract. Upon receipt of a Notice of Termination, Contractor shall - discontinue all services as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

#### **ARTICLE XVII**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Henry Brzezinski, Manager of Animal Services, Health and Human Services Agency, or successor.

#### **ARTICLE XVIII**

**County Payee Data Record Form:** All independent Contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

**ARTICLE XIX**

**County Business License:** County’s Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County’s Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

**ARTICLE XX**

**Taxes:** Contractor certifies that as of today’s date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

**ARTICLE XXI**

**California Forum and Law:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

**ARTICLE XIX**

**Executive Order N-6-22 – Russia Sanctions:** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, if this Agreement is funded by state funds and County determines Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The County shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the County.

**ARTICLE XX**

**Conflict of Interest:** Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit B, marked “California Levine Act Statement,” incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

**ARTICLE XXI**

**Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic

signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

**ARTICLE XXII**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

**ARTICLE XXIII**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**Requesting Contract Administrator Concurrence:**

By: Henry Brzezinski  
Henry Brzezinski (Sep 6, 2023 15:03 PDT)  
Henry Brzezinski  
Manager of Animal Services  
Health and Human Services Agency

Dated: 09/06/2023

**Requesting Department Head Concurrence:**

By: Olivia Byron-Cooper  
Olivia Byron-Cooper (Sep 6, 2023 15:15 PDT)  
Olivia Byron-Cooper, MPH  
Interim Director  
Health and Human Services Agency

Dated: 09/06/2023

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 10-29-23

By: Wendy Thomas  
Chair  
Board of Supervisors  
"County"

ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

By: Kyle Kuyper  
Deputy Clerk

Dated: 10-24-23

-- ANIMAL OUTREACH OF THE MOTHER LODGE --

By: Debra Webster  
Debra Webster (Sep 14, 2023 16:22 PDT)  
Debra Webster  
CEO  
"Contractor"

Dated: 09/14/2023

By: Madeline Stewart  
Madeline Stewart (Oct 13, 2023 09:17 PDT)  
Madeline Stewart  
Corporate Secretary

Dated: 10/13/2023



## Animal Outreach of the Mother Lode

### Exhibit A

#### Rates

Service	Type of Service	Species	Public Cost	% Discount for Animal Services	Animal Services Reimbursement Rate to Contractor
Canine Neuter <30 lbs	Surgery	Canine	\$174.00	10%	\$156.60
Canine Neuter 30-49 lbs	Surgery	Canine	\$193.00	10%	\$173.70
Canine Neuter 50-79 lbs	Surgery	Canine	\$211.00	10%	\$189.90
Canine Neuter 80-99 lbs	Surgery	Canine	\$230.00	10%	\$207.00
Canine Spay <30 lbs	Surgery	Canine	\$193.00	10%	\$173.70
Canine Spay 30-49 lbs	Surgery	Canine	\$211.00	10%	\$189.90
Canine Spay 50-79 lbs	Surgery	Canine	\$230.00	10%	\$207.00
Canine Spay 80-99 lbs	Surgery	Canine	\$248.00	10%	\$223.20
Canine 1 Litter	Surgery	Canine	\$25.04	10%	\$22.54
Canine 2 or more Litters	Surgery	Canine	\$83.46	10%	\$75.11
Canine age >2 yr	Surgery	Canine	\$50.07	10%	\$45.06
Canine age >5 yr	Surgery	Canine	\$133.54	10%	\$120.19
Canine Estrus	Surgery	Canine	\$40.80	10%	\$36.72
Cryptorchid Abdominal Canine	Surgery	Canine	\$275.40	10%	\$247.86
Cryptorchid Abdominal Feline	Surgery	Feline	\$73.44	10%	\$66.10
Cryptorchid Inguinal Canine	Surgery	Canine	\$73.44	10%	\$66.10
Cryptorchid Inguinal Feline	Surgery	Feline	\$36.73	10%	\$33.06
Enucleation Canine	Surgery	Canine	\$343.85	10%	\$309.47
Enucleation Feline	Surgery	Feline	\$295.44	10%	\$265.90
Feline Neuter	Surgery	Feline	\$58.00	10%	\$52.20
Feline Spay	Surgery	Feline	\$75.00	10%	\$67.50
Rabbit Neuter	Surgery	Rabbit	\$193.00	10%	\$173.70
Rabbit Spay	Surgery	Rabbit	\$248.00	10%	\$223.20

**Animal Outreach of the Mother Lode**  
**Exhibit B**  
**California Levine Act Statement**

**California Levine Act Statement**

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES  NO

If yes, please identify the person(s) by name:

If no, please type N/A.

N/A

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

YES  NO

If yes, please identify the person(s) by name:

If no, please type N/A.

N/A

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

09/14/2023

Date

Animal Outreach of the Mother Lode

Type or write name of company

Debra Webster

Debra Webster (Sep 14, 2023 16:22 PDT)

Signature of authorized individual

Debra Webster

Type or write name of authorized individual

Agreement # 7599

Legistar # 23-1702

# AGREEMENT CONTRACT ROUTING SHEET

Date Prepared: 08/09/2023

Need Date: 08/23/2023

**PROCESSING DEPARTMENT:**

**CONTRACTOR:**

Department: HHSA- Contracts  
Dept. Contact: Brian Michaelson  
Phone: x6922  
Department Head Signature: Alisha Bryden  
Digitally signed by Alisha Bryden  
Date: 2023.08.09 09:34:40 -0700'

Name: Animal Outreach of the Mother Lode  
Address: 6101 Enterprise Dr, Suite B  
Diamond Springs, CA 95619  
Phone: \_\_\_\_\_  
Org Code: 5500  
Project # \_\_\_\_\_  
(if applicable): \_\_\_\_\_  
Funding Source: \_\_\_\_\_

**CONTRACTING DEPARTMENT:** HHSA- Contracts

Service Requested: contract review  
Description: veterinary services  
Contract Term: 1/1/24-12/31/26 Contract Value: \$ 250,000.00

**COUNTY COUNSEL:** (Must approve all contracts and MOU's)

Approved:  Disapproved:  Date: 08/17/2023 By: Roger A. Runkle  
Digitally signed by Roger A. Runkle  
Date: 2023.08.17 14:12:53 -0700'  
Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_

HR APPROVAL: WILL BE REVIEWED THROUGH WORKFLOW

RISK MANAGEMENT: WILL BE REVIEWED THROUGH WORKFLOW

PLEASE EMAIL FOR PICK-UP [hhsa-contracts@edcgov.us](mailto:hhsa-contracts@edcgov.us) Thank you!

Date Received

**CHIEF ADMINISTRATIVE OFFICE**  
**Procurement and Contracts Division**

**NON-COMPETITIVE PURCHASE REQUEST JUSTIFICATION**

Required for all (non-emergency) sole source acquisitions in excess of \$5,000.00 and sole source service requests in excess of \$100,000.00.

This justification document consists of three (3) pages. All information must be provided and all questions must be answered. **Department Head approval is required.**

**Requesting Department Information**

Department: 55-Animal Services	Org Code: 5500000
Contact Name: Henry Brzezinski	Subobject: 4300
Telephone: 530-621-6638	Fax: 530-622-6851
	User Code:

**Required Supplier / Vendor Information**

Vendor / Supplier Name: Animal Outreach of the Mother Lode	Vendor / Supplier Address: 6101 Enterprise Drive, Suite B, Diamond Springs, CA 95619
Contact Name: Kristine McAuliffe	
Estimated Purchase Price/Contract Amount: \$210,000	Vendor / Supplier Email Address: kmcauliffe@animaloutreach.net
Telephone: 530-642-2287	Fax:

Provide a brief description of the request, including all goods and/or services the vendor/supplier will provide and supporting exemption reference from Board Policy C-17 - Procurement Policy:

Animal Outreach(AO) is a reduced cost spay/neuter and veterinary clinic located one block from the County's Diamond Springs animal shelter. AO will provide spay and neuter operations on adoptable animals and other reduced cost veterinary procedures. AO will also perform minor veterinary procedures on impounded injured or seized animals as time permits. Exemption is 3.4.3, "Competitive bidding would produce no economic benefit to the county"

Department Head: Olivia Byron-Cooper  
Olivia Byron-Cooper (Aug 30, 2023 10:03 PDT)  
Signature

Purchasing Agent: Michelle Williams  
Signature

Board of Supervisors:  
Date:   
Item:

P&C Assignment:  
Assigned To:   
Date:

**A. The good/service requested is restricted to one supplier for the reason stated below:**

1. Why is the acquisition restricted to this goods/services supplier? (Explain why the acquisition cannot be competitively sourced. Explain how the supplier is the only source for the acquisition.)

Animal Outreach is able to perform high volume spay/neuter and therefore provides a minimum of 10 spay/neuter appointment slots per week which allows the animal services program to move dogs and cats up for adoption. AO is able to fit in additional animals throughout the week at the last minute. Their veterinarians are also able to perform examinations on short notice. Other veterinarians in our County have limited surgery slots and those slots are dedicated for their clients.

2. Provide the background of events leading to this acquisition.

Animal Outreach has provided reduced cost spay/neuter and veterinary services to the County's animal services program for over 12 years. From inception of the contract with Animal Outreach their spay/neuter fees and veterinary fees for service have always been much lower than other veterinary practices in El Dorado County.

3. Describe the uniqueness of the acquisition. (Why was the goods/services supplier chosen?)

Animal Outreach is the only high volume/reduced cost spay/neuter clinic in El Dorado County. All other reduced cost spay/neuter clinics are located in Placer and Sacramento and are at capacity. Additionally, the transport of animals to these clinics would be staff time consumptive, costly and not in the best interest of the animals being surgically altered.

4. What are the consequences of not purchasing the goods/services or contracting with the proposed supplier?

The animal services program's budget would increase dramatically due to the increased costs of utilizing other veterinarian contractors. The animal services shelter would become overcrowded with dogs in the kennels and cats in their cages which are designated for holds and strays. Adoption kennels and cages would become full with unaltered animals awaiting spay/neuter surgeries. These potential adoption candidates would be waiting for the occasional spay/neuter appointment at other local veterinarians. Animals would not move up for adoption and would be housed for a longer period of time; increasing costs and causing undue stress due to the animal's extended stay at the shelter. California Food and Agricultural Code sections 30503 and 31751.3, mandate the spay/neuter of all dogs and cats that are adopted from animal shelters. Therefore, if dogs and cats were not spayed or neutered they could not leave the facility which would as previously stated result in overcrowding and possibly increased euthanasia due to space limitations.



5. What market research was conducted to substantiate no competition, including the evaluation of other items or service providers? (Provide a narrative of your efforts to identify other similar or appropriate goods/services, including a summary of how the department concluded that such alternatives are either inappropriate or unavailable. The name and addresses of suppliers contacted and the reasons for not considering them must be included OR an explanation of why the survey or effort to identify other goods/services was not performed.)

Multiple veterinarians were contacted regarding their fees for spay/neuter, teeth extractions, other minor veterinary procedure fees and their willingness to perform early age spay/neuter procedures to substantiate utilizing this vendor. Other veterinary hospitals in our County and surrounding counties offer similar services but are cost prohibitive and cannot keep up with the volume of animals needed to be spayed and neutered on a daily to weekly basis. Volume is a crucial factor especially in the summer when animal services has 60-100 kittens in foster homes awaiting spay/neuter surgeries. Animal Outreach is the only clinic to provide daily early age spay/neuter surgeries (8 week old puppies and kittens). Early age spay/neuter surgeries have been performed for almost 30 years in clinics around the country and it is a specialized service. Most if not all veterinarians are uncomfortable in performing these types of early age surgeries.

**B. Price Analysis:**

1. How was the price offered determined to be fair and reasonable? (Explain what basis was used for comparison and include cost analysis as applicable.)

The price offered is fair and reasonable based on the drastic increase in veterinary costs in the local market. One of our local veterinary contractors Crossroads Veterinary Hospital which the program uses mainly for emergency visits can only provide one to two spay/neuters a week. Additionally, upon renewal of the contract Crossroads has added on a \$100 exam fee prior to performing a canine and feline spay or a canine and feline neuter surgery or a dental exam therefore costs for sterilization of canines and felines are in the \$250 to \$400 range. Multiple surrounding El Dorado County veterinarians are charging a minimum of \$150 to \$350 for a feline neuter or spay. Animal Outreach costs for a feline neuter are \$52.50 and feline spays are \$67.50. Local veterinary clinics are charging \$300-\$700 for a canine neuter and \$350 to upwards of \$900+ for a canine spay. Animal Outreach fees for a canine neuter range from \$156.60 to \$207.00 and fees for canine spays are between \$173.70 and \$223.20. These vendor's fees are a substantial savings to the program when compared to local veterinarians.

2. Describe any cost savings or avoidance realized (one-time or ongoing) by acquiring the goods/services from this supplier.

Ongoing cost savings per animal by utilizing the services of Animal Outreach. If other veterinarian vendors were used there would be significant increases to the budget due to the higher costs for spay/neuter, teeth extractions and other minor veterinary procedures if performed by other veterinarians in the community. Additionally, staff time/extended time away from the shelter and fuel costs to transport to other veterinarians. Animal Outreach is one block away from the Diamond Springs shelter.