

AGREEMENT FOR SERVICES #4735
AMENDMENT II

Veterinary Services

This Second Amendment to that Agreement for Services #4735, 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 non-profit California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 6101 Enterprise Drive, Suite B, Diamond Springs, California 95619; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide veterinary services on an “as needed” basis for animals seized by, or otherwise taken into care by County, in accordance with Agreement for Services #4735, dated March 5, 2020, and Amendment I, dated June 29, 2020, incorporated herein and made by reference a part hereof; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required described in ARTICLE I Scope of Services; that it is an independent and bona fide business operations, advertises and holds itself as such, 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; and

WHEREAS, the parties hereto have mutually agreed to increase the Maximum Obligation by Sixteen thousand, six hundred thirty five dollars (\$16,635.00) of said Agreement, hereby amending **ARTICLE IV Maximum Obligation**; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE VI, “Notice to Parties”**; and

WHEREAS, the parties hereto have mutually agreed to add **Article XVII, “Contractor to County,” Article XVIII, “Confidentiality,” Article XIX, “Independent Contractor;” Article XX, “Executive Order N-6-22 – Russia Sanctions,” Article XXI, “Force Majeure,” Article XXII, “Waiver,” Article XXIII, “Conflict of Interest,” Article XXIV, “Counterparts,” and Article XXV, “Electronic Signatures”**; and

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this Second Amendment to Agreement #4735; and

NOW THEREFORE, the parties do hereby agree that Agreement for Services #4735 shall be amended a second time as follows:

1) **Article IV** is amended in its entirety to read as follows:

ARTICLE IV

Maximum Obligation: The maximum contractual obligation under this Agreement shall not exceed \$81,635 for all of the stated services during the term of the Agreement.

2) **Article VI** is amended in its entirety to read as follows:

ARTICLE VI

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: Contracts Unit

ANIMAL OUTREACH OF THE MOTHER LODGE
6101 Enterprise Drive, Suite B
Diamond Springs, CA 95619
Attn: Chief Executive Officer

3) Article XVII shall be added to read as follows:

ARTICLE XVII

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.

4) Article XVIII is hereby added to read as follows:

ARTICLE XVIII

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.

5) Article XIX is hereby added to read as follows:

ARTICLE XIX

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, 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.

6) Article XX is hereby added to read as follows:

ARTICLE XX

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.

7) Article XXI is hereby added to read as follows:

ARTICLE XXI

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.

8) Article XXII is hereby added to read as follows:

ARTICLE XXII

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.

9) Article XXIII is hereby added to read as follows:

ARTICLE XXIII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be a Consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of the Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

- A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
- B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
- C. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice as detailed in the Article titled "Default, Termination and Cancellation."

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.

10) Article XXIV is hereby added to read as follows:

ARTICLE XXIV

Counterparts: This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


11) Article #XXV is hereby added to read as follows:

ARTICLE XXV

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.

Except as herein amended, all other parts and sections of that Agreement #4735 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
Henry Brzezinski (Jan 11, 2023 11:18 PST)
Henry Brzezinski
Manager of Animal Services
Health and Human Services Agency

Dated: 01/11/2023

Requesting Department Head Concurrence:

By: 
Olivia Byron-Cooper (Jan 11, 2023 11:20 PST)
Olivia Byron-Cooper, MPH
Interim Director
Health and Human Services Agency

Dated: 01/11/2023

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services #4735 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: *Laura Schwartz* Dated: 01/24/2023
Laura Schwartz (Jan 24, 2023 15:04 PST)
Purchasing Agent
Chief Administrative Office
"County" *MW*

-- CONTRACTOR --

ANIMAL OUTREACH OF THE MOTHER LODGE
A NON-PROFIT CALIFORNIA CORPORATION

By: *Debra G. Webster* Dated: 01/12/2023
Debra G. Webster (Jan 12, 2023 16:22 PST)
Debra Webster
Chief Executive Officer
"Contractor"

By: *Janis Karwowski* Dated: 01/12/2023
Janis Karwowski (Jan 12, 2023 13:31 PST)
Janis Karwowski
Corporate Secretary

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 three (3) 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, any agency department head or chair, and any County employee who files a Form 700. 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 12 months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract?

YES NO

If yes, please identify the person(s) by name: N/A
If no, please type 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 three months following any Board action related to this contract?

YES NO

If yes, please identify the person(s) by name: N/A
If no, please type 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 Board Member(s) from participating in any actions related to this contract.

01/12/2023

Date
Animal Outreach of the Mother Lode

Type or write name of company

Debra G. Webster

Debra G. Webster (Jan 12, 2023 16:22 PST)

Signature of authorized individual
Debra G. Webster

Type or write name of authorized individual