

**AGREEMENT FOR SERVICES #4735
AMENDMENT III**

This Third Amendment to that Agreement for Services #4735, 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 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, Amendment I, dated June 29, 2020, and Amendment II, dated January 24, 2023, incorporated herein and made by reference a part hereof;

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of June 30, 2023 for six (6) months, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$60,000, and to include a new fee schedule for the extended term of the Agreement, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit A**, marked "Amended Rate Schedule" incorporated herein and made by reference a part hereof;

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

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this Third Amendment to Agreement #4735 on the following terms and conditions:

1) **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement is effective upon final signature by the parties hereto and shall cover the term July 1, 2020, through December 31, 2023.

- 2) **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

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 Amended Exhibit A, and/or the price approved by the Chief Animal Control Officer, or designee, for those services not included on the Rate Schedule.
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 on Amended 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 Chief Animal Control Officer, 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 Chief Animal Control Officer, 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.

For the period beginning July 1, 2023, and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with **Amended Exhibit A**, marked “Amended Rate Schedule”, incorporated herein and made by reference a part hereof.

For the period beginning June 29, 2020 and continuing until June 30, 2023 the billing rates shall be in accordance with **Exhibit A**, marked “Rate Schedule,” incorporated herein and made by reference a part hereof.

For the period beginning March 5, 2020 and continuing until June 28, 2020, the billing rates shall be in accordance with **Exhibit A**, marked “Rate Schedule,” incorporated herein and made by reference a part hereof.


- 3) **ARTICLE IV, Maximum Obligation**, is hereby added to read as follows:

ARTICLE IV

Maximum Obligation: The maximum contractual obligation under this Agreement shall not exceed \$141,635 for all of the stated services during the term of the Agreement.


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
Manager of Animal Services
Health and Human Services Agency

Dated: 06/05/2023

Requesting Department Head Concurrence:

By: 
Olivia Byron-Cooper, MPH
Interim Director
Health and Human Services Agency

Dated: 06/05/2023

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

-- COUNTY OF EL DORADO --

Dated: 6/27/23

By: Wendy Thomas
Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: Nyna Schaffally
Deputy Clerk

Dated: 6/27^{KS}/23

-- ANIMAL OUTREACH OF THE MOTHER LODGE --

By: Debra G. Webster
Debra G. Webster (Jun 14, 2023 15:02 PDT)
Debra Webster
CEO
"Contractor"

Dated: 06/14/2023

By: Madeline Stewart
Madeline Stewart (Jun 20, 2023 10:23 PDT)
Madeline Stewart
Corporate Secretary

Dated: 06/20/2023

Animal Outreach of the Mother Lode
Amended Exhibit A
Amended Rate Schedule

Service	Type of Service	Species	Public Cost	% off	AS Cost
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

CONTRACT AMENDMENT ROUTING SHEET

Date Prepared: 06/01/2023

Need Date: 06/05/2023

PROCESSING DEPARTMENT:

Department: HHSA- Contracts
Dept. Contact: Brian Michaelson
Phone: x6922
Department Head Signature: Alisha Bryden
Digitally signed by Alisha Bryden
Date: 2023.06.01 14:19:38 -07'00'

CONTRACTOR:

Name: Animal Outreach of the Mother Lode
Address: 6101 Enterprise Drive, Suite B
Diamond Springs, CA 95619
Phone: _____
Org Code: 5500
Project String
(if applicable): _____

CONTRACTING DEPARTMENT: HHSA- Community Services

Service Requested: Amendment 3 Review
Description: Veterinary Services
Contract Term: 7/1/20-12/31/23 adding six months Contract Value: \$141,635 + \$60,000

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

Approved: Disapproved: Date: 06/02/2023 By: Roger A. Runkle
Digitally signed by Roger A. Runkle
Date: 2023.06.02 08:44:41 -0700'
Approved: Disapproved: Date: _____ By: _____

COUNSEL -- PLEASE FORWARD TO HR AND RISK MANAGEMENT -- THANKS!

HR APPROVAL:

Compliance with Human Resources requirements? Yes: No:
Compliance verified by: Sera Salmanyanyan
Digitally signed by Sera Salmanyanyan
Date: 2023.06.02 16:39:33 -07'00'

RISK MANAGEMENT APPROVAL: (all contracts & MOU's except boilerplate grant funding contracts)

Approved: Disapproved: Date: 06/02/2023 By: Michael Andersen
Digitally signed by Michael Andersen
Date: 2023.06.02 16:34:29 -0700'
Approved: Disapproved: Date: _____ By: _____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments:
Approved: Disapproved: Date: _____ By: _____
Approved: Disapproved: Date: _____ By: _____

COUNTY OF EL DORADO

HEALTH & HUMAN SERVICES

Olivia Byron-Cooper, MPH
Interim Director



MEMORANDUM

DATE: June 2, 2023

TO: Honorable Board of Supervisors
Tiffany Schmid, Interim Chief Administrative Officer

FROM: Olivia Byron-Cooper, Interim Director of Health & Human Services *OBC*

SUBJECT: Retroactive Renewal of Agreement for Services – Item 23-1119
Animal Outreach of the Motherlode Agreement 4735

This memo is to provide notification of a retroactive contract renewal request that has been created and is set for the Board of Supervisor's Agenda on June 27, 2023 (File ID: 23-1119).

California Penal Code section 597.1 mandates care and treatment of animals in the County's care to include routine and emergency services. Food and Agricultural Code section 30503 and 31751.3 mandates the spay and neuter of dogs and cats prior to adoption from an animal shelter. To ensure availability of emergency veterinary services 24 hours a day, 7 days a week, timely spay and neuter surgeries and to alleviate transporting injured animals too far, Health and Human Services Agency contracts with as many veterinarians as possible.

Animal Outreach of the Motherlode has been a contracted service provider for the County since 2010. Funds under the most recent agreement were fully expended in January 2023 due to an influx of incoming animals to the shelter that were not spayed or neutered. In addition to routine and emergency care, this vendor is Animal Services' main vendor for providing required spay and neuter surgeries. This retroactive request will allow for payment of invoices for emergency services and spay and neuter surgeries so that animals could be adopted from the shelter.

The Health and Human Services Agency remains focused on process and procedure improvements to reduce retro requests within our control and improve upon our contractual commitments. Staffing shortages within the Animal Services department resulted in this oversight and we are working to build in safeguards to prevent similar issues from occurring in the future. Agreement for Services 4735 has a retroactive increase in NTE of \$60,000 with a term of June 29, 2020, through December 31, 2023. Any lapse in services can be detrimental to the treatment of animals needing this level of care.

As always, please let me know if you have any questions or would like to discuss anything further.

ORIGINAL

AGREEMENT FOR SERVICES #4735

VETERINARY SERVICES

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 Corporation whose principal place of business is 6101 Enterprise Drive, Suite B, Diamond Springs, CA 95619, whose Agent for Service of Process is Maggie Killackey, 6101 Enterprise Drive, Suite B, Diamond Springs, CA 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; and

WHEREAS, Contractor has represented to County that it is licensed to practice veterinary medicine in the State of California; and

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/or Government Code 31000;

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

ARTICLE I

Scope of Services: 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 is effective upon final signature by the parties hereto and shall cover the term July 1, 2020 through June 30, 2023.

ARTICLE III

Compensation for Services:

1. County agrees to pay Contractor within forty-five (45) days of receipt and approval of invoice by County, based on costs equal to or less than usual and customary charges, or

- per the price approved by the Chief Animal Control Officer or designee for unique services provided.
2. Upon request by County and when feasible by Contractor, Contractor shall provide a fee estimate prior to initiation of services. Once an animal is actively receiving services, if Contractor anticipates that the cost of such services may exceed \$500, Contractor shall notify the Chief Animal Control Officer or designee.
 3. Invoices shall clearly define the date and service(s) provided and appropriate cost of services.

ARTICLE IV

Maximum Obligation: The maximum contractual obligation under this Agreement shall not exceed \$65,000 for all of the stated services during the term of the Agreement.

ARTICLE V

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 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: Maggie Killackey

ARTICLE VII

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 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'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 X

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 XI

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 XII

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 XIII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Henry Brzezinski, Manager of Animal Services, or successor.

ARTICLE XIV

County Business License: 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 Code, Section 5.08.070.

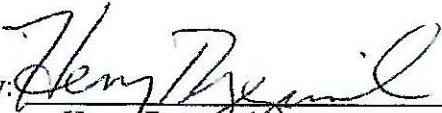
ARTICLE XV

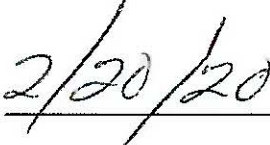
Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XVI


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
Manager of Animal Services
Health and Human Services Agency

Dated: 

Requesting Department Head Concurrence:

By: 
Donald Semon
Director
Health and Human Services Agency

Dated: 

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

-- COUNTY OF EL DORADO --


By: 
Purchasing Agent
Chief Administrative Office
"County"

Dated: 3/5/2020

ANIMAL OUTREACH OF THE MOTHER LODGE

By: 
Lori Cicchini
President
"Contractor"

Dated: 2/27/2020

By: 
Carol Croyle
Corporate Secretary
"Contractor"

Dated: 2/27/2020

cm

ANIMAL OUTREACH OF THE MOTHER LODGE
 RATE SHEET
 July 1, 2020 - June 30, 2021

Exam/Office call:	
(Not Vaccine Clinic)	
Cat	20
Dog	30
Extra surgeries performed at time of spay or neuter (anesthesia included):	
Dogs In heat:	
Level 1	10
Level 2	20
Dogs over 2 years and less than 5 years (male and female)	20
Dogs over 5 years	40
Female dogs who have had litters:	
1 litter	10
2 or more litters	25
Pregnant dogs:	
Level 1	10
Level 2	25
Level 3	40
Obesity:	
Level 1	10
Level 2	20
Level 3	30
Umbilical hernia:	
Level 1	10
Level 2	20
Level 3	30
Very large hernias may get charged a combination of levels to cover for extra time and materials.	
Dewclaws:	
Level 1	10
Level 2	20
Level 3	30

Ovarian cysts:	
Level 1	10
Level 2	20
Level 3	30
Uterine adhesions:	
Level 1	10
Level 2	20
Level 3	30
Prescription Medications:	
Antibiotics	15-30
Anti-inflammatory	15-45
Analgesics	15-45
Other	15-45
Diagnostics:	
Felv test	13
Felv/Fiv test	19
Giardia test	12
Parvo test	18
Heartworm test	10

Service	Cat	Dog <30 lbs	Dog 30-49 lbs	Dog 49-79 lbs	Dog 79-99 lbs	Dog 99> lbs
Anesthesia/Sedation & Monitoring:						
General anesthesia (inhalant)	75	75	75	90	105	120
Sedation (no inhalant)	30	30	40	50	60	70
Injections:						
Antibiotic	15	15	15	20	25	30
Anti-inflammatory	15	15	15	20	25	30
Analgesic	15	15	15	20	25	30
Other	10	10	10	10	15	15
Spay/Neuter Surgical Fees (including anesthesia)						
Spay	30	70	80	90	105	110
Neuter	25	60	70	80	90	100
Surgeries (price does NOT include charge for anesthesia):						
Amputation:						
Front Leg	150	175	200	250	300	500
Hind Leg	150	200	250	350	450	550
Tail - tip	40	65	100	125	150	150

Service	Cat	Dog <30 lbs	Dog 30-49 lbs	Dog 49-79 lbs	Dog 79-99 lbs	Dog 99> lbs
Tail - base	140	165	175	200	250	300
Toe	50	75	100	125	150	175
Abscess treatment:						
Level 1	50	60	60	70	80	100
Level 2	70	75	75	80	90	110
Level 3	85	95	95	100	105	125
Cryptorchid (extra charge in addition to neuter fee; no extra charge for anesthesia):						
Inguinal	20	30	40	50	60	70
Abdominal	40	75	100	125	150	175
Eyes:						
Cherry eye repair	100	115	125	135	145	155
Conjunctival Transplant	200	225	250	250	275	275
Entropion-per eyelid:						
Level 1	35	40	45	55	65	75
Level 2	50	60	65	75	85	95
Level 3	65	70	80	90	100	100
Enucleation	150	165	175	200	225	250
3rd eyelid flap	75	100	100	125	150	175
Nose:						
Rhinoscopy	15	20	25	40	50	60
Ears:						
Foreign body removal	10	15	15	15	15	15
Simple flush	15	20	25	30	40	50
Deep flush	35	40	50	60	70	75
Pinna removal	100	110	120	130	140	150
Canal ablation and osteotomy	400	450	500	550	600	650
Skin:						
Small tumor	35	35	45	55	65	75
Medium tumor	50	70	75	90	105	120
Large tumor	75	75	100	125	150	200
Minor laceration	50	60	75	90	105	125
Major laceration	100	125	150	175	200	250
Foxtail removal (easy)	25	25	35	45	55	65
Foxtail removal (hard)	65	75	75	90	105	120

Service	Cat	Dog <30 lbs	Dog 30-49 lbs	Dog 49-79 lbs	Dog 79-99 lbs	Dog 99> lbs
Intestinal:						
Gastrotomy	200	225	250	275	300	350
Enterotomy	200	225	250	275	300	350
Intussusception repair	250	275	300	325	400	450
Bowel resection	250	275	300	325	400	450
Prolapse anus repair	200	225	250	275	300	350
Perineal hernia (per side)	100	175	200	225	300	400
Gen/Urinary:						
Perineal urethostomy	400	400	400	425	450	475
Cystotomy	200	225	250	275	300	350
Splenectomy	200	200	225	250	300	400
Dentistry (plus anesthesia!!!!):						
Scale and polish	100	125	150	175	200	250
Extract incisors	10	15	20	25	30	35
Extract canine tooth	40	60	75	100	125	150
Extract premolars	75	85	100	125	150	200
Extract molars	50	50	60	70	80	90
Extract retained deciduous teeth:						
Level 1	10	10	10	20	20	20
Level 2	20	20	20	30	30	30
Other Services:						
Bandaging - light	15	15	20	25	30	35
Bandaging - large	30	30	40	50	60	70
Splint	50	50	75	85	95	105
Shave	50	75	75	80	95	105
SQ fluids	15	20	25	35	45	55
Euthanasia	35	65	75	100	125	140
Indwelling catheter	50	75	75	75	75	75
IV fluids per liter	25					
Hospitalization	35	45	50	55	65	75
Express anal glands:						
Level 1	10	10	10	10	10	10
Level 2	20	20	20	20	20	20
Treat anal gland abscess	65	75	95	105	115	125
Routine enema	10	15	20	30	40	50
High colonic enema	65	70	75	85	95	105

ORIGINAL

AGREEMENT FOR SERVICES #4735 AMENDMENT 1

This Amendment 1 to that Agreement for Services #4735, 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 Corporation whose principal place of business is 6101 Enterprise Drive, Suite B, Diamond Springs, CA 95619, whose Agent for Service of Process is Maggie Killackey, 6101 Enterprise Drive, Suite B, Diamond Springs, CA 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; and in accordance with Agreement for Services #4735, dated March 5, 2020 incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to amend Article III, Compensation for Services, and

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

1) Article III, Compensation for Services shall be amended in its entirety to read as follows:

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 "Rate Schedule," attached hereto and incorporated by reference herein, and/or the price approved by the Chief Animal Control Officer, or designee, for those services not included on the Rate Schedule. Contractor shall provide Chief Animal Control Officer, or designee, an updated Rate Schedule annually each June beginning with June 2021.
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 on Exhibit A "Rate Schedule." Once an animal is actively receiving services, if Contractor anticipates that the cost of such services may exceed \$500, Contractor shall notify the Chief Animal Control Officer, 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 Chief Animal Control Officer, or designee, prior to that animal being treated by the other veterinarian.

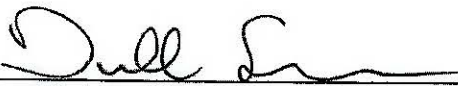
4. When treatment of an animal is outsourced, County agrees to pay Contractor within forty-five (45) days of receipt and approval of an invoice issued separately by Contractor and that is accompanied by that veterinarian's itemized invoice to Contractor.

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:  Dated: 6/12/2020
Henry Brzezinski
Manager of Animal Services
Health and Human Services Agency


Requesting Department Head Concurrence:

By:  Dated: 6-15-20
Donald Semon
Director
Health and Human Services Agency

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

-- COUNTY OF EL DORADO --

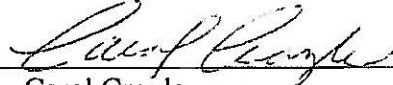
By:  Yana Schwandt
Purchasing Agent
Chief Administrative Office
"County"

Dated: 6/29/2020

ANIMAL OUTREACH OF THE MOTHER LODGE

By:  Lori Cicchini
President
"Contractor"

Dated: 6/15/2020

By:  Carol Croyle
Corporate Secretary
"Contractor"

Dated: 6/15/2020

cm

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.

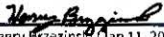
11) Article #XXV is hereby added to read as follows:

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 LODE
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 disclosure 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