

AGREEMENT FOR VETERINARY SERVICES #7599

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
Manager of Animal Services
Health and Human Services Agency

Dated: _____

Requesting Department Head Concurrence:

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

Dated: _____

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

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- ANIMAL OUTREACH OF THE MOTHER LODGE --

By: _____
Debra Webster
CEO
"Contractor"

Dated: _____

By: _____
Madeline Stewert
Corporate Secretary

Dated: _____

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 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 disclosure 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.

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.

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.

Date

Signature of authorized individual

Type or write name of company

Type or write name of authorized individual