

ORIGINAL

044-S0910

AGREEMENT FOR SERVICES #739-PHD0408 AMENDMENT I

This Amendment I to that Agreement for Services #739-PHD0408, 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, whose principal place of business is 6200 Enterprise Drive, Suite D, Diamond Springs, CA 95619; (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, the Department of Public Health has been reorganized and is now known as the Public Health Division of the Health Services Department; and

WHEREAS, Contractor has been engaged by County to provide veterinary services on an "as needed" basis, in accordance with Agreement for Services #739-PHD0408, dated May 30, 2008, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to increased the not-to-exceed amount of said Agreement, hereby amending **Article III – Compensation for Services**; and

WHEREAS, the parties have mutually agreed to amend **Article IV – Notices**; and

WHEREAS, the parties have mutually agreed to amend **Article VII – Administrator**; and

WHEREAS, the parties hereto have mutually agreed to add **Article VIII - Indemnity**; and

WHEREAS, the parties hereto have mutually agreed to add **Article IX - License**;

WHEREAS, the parties hereto have mutually agreed to add **Exhibit A - Rate Schedule**;

NOW THEREFORE, the parties do hereby agree that Agreement for Services #739-PHD0408 shall be amended a first time as follows:

I. All references in the original agreement to the "County Public Health Department" or "PHD" shall be deemed to refer to the Public Health Division of the Health Services Department.

II. Article III shall be amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: Routine services shall be provided at rates outlined in Exhibit A, attached hereto and incorporated by reference herein. County shall compensate Contractor within forty-five (45) days of receipt and approval of invoice by the Animal Services Division, based on Exhibit A attached hereto, or per the price negotiated with the Chief Animal Services Officer or his/her designee for unique services requested. The price of unique veterinary services, referred to in Article I above, shall be negotiated with the Chief Animal Services Officer or his/her designee. Although it is not possible to estimate the total cost of services during the term of this Agreement, many of which are on an emergency basis, compensation for all services shall not exceed \$50,000 over the term.

III. Article IV shall be amended in its entirety to read as follows:

ARTICLE IV

Notices: Written notices should be sent to the following addresses:

County

El Dorado County Health Services Department
931 Spring Street
Placerville, CA 95667
ATTN: Neda West, Director

Contractor

Animal Outreach of the Mother Lode
6200 Enterprise Dr., Suite D
Diamond Springs, CA 95619
ATTN: Maggie Killackey, Managing Executive
Director

IV. Article VII shall be amended in its entirety to read as follows:

ARTICLE VII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Linda Haller, Chief Animal Services Officer, or successor.

V. Article VIII shall be added to read as follows:

ARTICLE VIII

Indemnity: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.


VI. Article IX shall be added to read as follows:

ARTICLE IX

License: Contractor warrants and represents that it is duly licensed in good standing by the State of California to perform the services under this Agreement, and that Contractor shall maintain said license in good standing throughout the term of this Agreement.

Except as herein amended, all other parts and sections of that Agreement #739-PHD0408 shall remain unchanged and in full force and effect.

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:  Dated: 4/29/09
Neda West, Director
Health Services Department

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IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Agreement for Services #739-PHD0408 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

-- COUNTY OF EL DORADO --

By: Gayle Erbe-Hamlin
Gayle Erbe-Hamlin, Purchasing Agent
Chief Administrative Office
"County"

Dated: 5/20/09

-- CONTRACTOR --

By: Maggie Killackey
Maggie Killackey
Director
Animal Outreach of the Mother Lode

Dated: 5/4/09

EXHIBIT A
AMENDMENT I
#739-PHD0408

RATE SCHEDULE		
DOGS		
GENDER	WEIGHT IN POUNDS	PRICE PER PROCEDURE
Female – spay	Up to and including 49 lbs	\$45.00
Female – spay	50 to 79 lbs	\$58.00
Female – spay	80 to 99 lbs	\$64.00
Female – spay	100 lbs and over	\$91.00
Male – neuter	Up to and including 49 lbs	\$35.00
Male – neuter	50 to 79 lbs	\$48.00
Male – neuter	80 to 99 lbs	\$54.00
Male – neuter	100 lbs and over	\$81.00

RATE SCHEDULE		
CATS		
GENDER	WEIGHT IN POUNDS	PRICE PER PROCEDURE
Female – spay	No weight limit	\$20.00
Male – neuter	No weight limit	\$15.00

Reference
Copy

Original Contract.
Amendment I
Amendment II

AGREEMENT FOR SERVICES

#739-PHD0408

with

ANIMAL OUTREACH OF THE MOTHER LODGE

regarding

VETERINARY SERVICES FOR COUNTY ANIMAL SERVICES

THIS AGREEMENT 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, whose principal place of business is 6200 Enterprise Dr., Suite D Diamond Springs, Ca 95619 (hereinafter referred to as "Contractor");

WHEREAS, County has determined that it is necessary to obtain a contractor to provide veterinary services to the Public Health Department's Animal Services Division on an "as needed" basis; and

WHEREAS, Contractor performs the services required hereunder and County desires to engage Contractor to provide the services to County;

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

ARTICLE I

Scope of Services: Contractor agrees to provide emergency and routine veterinary services as mutually agreed to County on an "as needed" basis upon request of County's Animal Services Division, in a timely manner, when able to do so without unreasonably depleting its medical resources, personnel, services or facilities. Requests for unique veterinarian services may occur from time to time.

ARTICLE II

Term: This Agreement is effective July 1, 2008 and shall remain in effect until June 30, 2011 or until earlier cancelled by either party.

ARTICLE III

Compensation for Services: Routine services shall be provided at a cost equal to or less than the usual and customary rate in the community for similar services. County shall compensate Contractor within forty-five (45) days of receipt and approval of invoice by the Animal Services Division, based on costs equal to or less than usual and customary charges, or per the price negotiated with the Chief Animal Services Officer or his/her designee for unique services requested. The price of unique veterinarian services, referred to in Article I above, shall be negotiated with the Chief Animal

Services Officer or his/her designee. Although it is not possible to estimate the total cost of services during the term of this Agreement, many of which are on an emergency basis, compensation for all services shall not exceed \$24,000.00 over the term.

ARTICLE IV

Notices:

Written notices should be sent to the following addresses:

El Dorado County Public Health Department
931 Spring Street
Placerville, Ca 95667
Attn: Gayle Erbe-Hamlin, Director .

~~Rochelle Vaigneur~~ *MAGGIE KILLACKEY*
Managing Executive Director
Animal Outreach of the Mother Lode
6200 Enterprise Dr., Suite D
Diamond Springs, CA 95619

ARTICLE V

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 VI

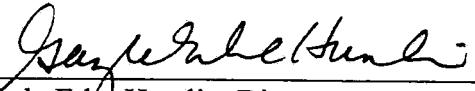
County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County, without possessing a County business license, unless exempt under County Code, Section 5.08.070.

ARTICLE VII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Gayle Erbe-Hamlin, Director of Public Health, or successor.

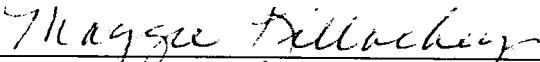
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

DEPARTMENT HEAD CONCURRENCE

By: 
Gayle Erbe-Hamlin, Director
Public Health Department

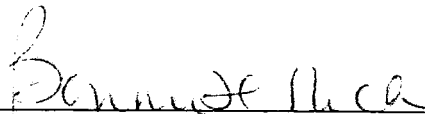
Date: 5/1/08

CONTRACTOR

By: 
~~Rochelle Vaigneur~~ **MAGGIE KILLACKEY**
Managing Executive Dir./Financial Officer
Animal Outreach of the Mother Lode

Date: 5/9/08

COUNTY OF EL DORADO

By: 
Bonnie H. Rich, Purchasing Agent
El Dorado County Chief Administrative Office

Date: 5/30/08