

AGREEMENT FOR SERVICES # CTA-04033, Amendment 3
ADDENDUM

This Addendum to Amendment III to that Agreement for Services #CTA-04033, 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 State of California, agency California Tahoe Conservancy; (hereinafter referred to as "Tahoe Conservancy");

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, the Animal Control Division of the Health Services Department has been renamed and is now known as the Animal Services program of the Health Services Department; and

WHEREAS, County has been engaged by Tahoe Conservancy to provide limited animal control services at and within the boundaries of the California Tahoe Conservancy properties known as "Cove East" and "Barton Meadow" for the purpose of enforcement of State Animal laws AND County and City animal control ordinances , in accordance with Agreement for Services #CTA-04033, dated August 9, 2005; Amendment I, dated June 27, 2006; and Amendment II, dated September 11, 2007, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to modify Scope of Work of said Agreement, hereby amending Exhibit A, Sections 1-B and 1-C; and

WHEREAS, the parties hereto have mutually agreed to amend Payment Schedule of said Agreement hereby amending Exhibit A, Section3.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #CTA-04033 shall be amended a third time as follows:

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.

Administrator:

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

1. Scope of Work shall be amended in its entirety to read as follows:

Contractor agrees to provide the following services:

Limited animal control services at and within the boundaries of the California Tahoe Conservancy properties known as “Cove East” and “Barton meadow” for the purpose of enforcement of State animal laws and County and City animal control ordinances. The Animal Control Program shall be limited to:

- A. Animal Services officer response to request for assistance by California Tahoe Conservancy staff, eight hours per day, six days per week (Monday through Saturday 8:00 a.m. to 4:00 p.m.), excluding holidays and Sundays. Response will be subject to officer availability and prioritization of calls.
- B. Foot patrol or bicycle patrol of the areas described above at various times and days of the week.
- C. Services shall be performed throughout the term of this agreement, weather permitting.

Authority is granted pursuant to the CA Penal Code 830.9 to enforce all State, County and City codes dealing with animals related to impoundments or law enforcement.

The Conservancy agrees to compensate El Dorado for the scope of services describe in above at a rate of \$50/hour and \$75/hour individual overtime. Payment to El Dorado shall be within 45 days of receipt and approval of periodic invoices by the Conservancy.

Contractor shall provide personnel to inspect and patrol portions of Conservancy property to provide education and enforcement services pertaining to the City of South Lake Tahoe’s Leash Law, as defined by City Municipal Code 6.22 et seq.

The Conservancy agrees to pay the Contractor a sum not to exceed thirty-two thousand dollars (\$32,000) for such services as provided consistent with this Agreement.

The Conservancy may exercise its option to reject any person(s) assigned by the Contractor to perform work for the Conservancy through oral or written notification to Contractor. The Contractor shall provide a replacement as soon as possible in the event such replacement is needed.

IN WITNESS WHEREOF, the parties hereto have executed this third Amendment to that Agreement for Services #CTA-04033 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chairman
Board of Supervisors
"County"

ATTEST:
*Suzanne Allen de Sanchez Clerk
of the Board of Supervisors*

By: _____ Date: _____
Deputy Clerk

-- CONTRACTOR --

Dated: _____

STATE OF CALIFORNIA

By: _____

Patrick Wright
Executive Officer
"Tahoe Conservancy"