

AGREEMENT FOR SERVICES #098-O1311
AMENDMENT I
Animal Related Services – City of Placerville

This Amendment I to that Agreement for Services #098-O1311 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 the City of Placerville, an incorporated city in the State of California (hereinafter referred to as "City").

RECITALS

WHEREAS, County has been engaged by City to supply animal control services at and within the boundaries of the City for the purpose of enforcing State laws, and County and City animal control ordinances, along with animal sheltering services, in accordance with Agreement for Services #098-O1311, dated October 16, 2012, 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 Article IX – Notice to Parties; and

WHEREAS, the parties hereto have mutually agreed to incorporate updated County standardized language thereby adding Article XIX – Change of Address; Article XX – Audit by California State Auditor; Article XXI – Conflict Prevention and Resolution; and renumber Article XIX – Entire Agreement, to accommodate the insertion of the aforementioned Articles.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #098-O1311 shall be amended a first time as follows:

- 1) Article III – Compensation shall be amended in its entirety to read as follows:

ARTICLE III

Compensation for Services:

- A. Determination of Annual Compensation: The Annual Compensation to be paid by City shall be calculated based on City's full share of the net cost of operations associated with services provided by County to City, as defined in "Compensation for Services Methodology," attached hereto as Exhibit C and incorporated by reference herein. City shall be notified of preliminary, estimated annual compensation on or before April 15 of each year of this Agreement, for purposes of City establishing the City budget. City shall be notified of the Adopted County budget for Animal Services on or before October 1 of each year of this Agreement. County shall submit quarterly invoices to the City based on that Adopted annual

amount pending reconciliation of actual net cost of operations as determined pursuant to this Article III.

1. On an annual basis, County shall review actual workload indicators utilized in the compensation methodology and actual net cost of operations through the third quarter of each fiscal year and, considering this data and other pertinent information, shall project estimated net cost of operations through the end of the fiscal year. This updated fiscal year end projection shall be submitted to City by April 15 for consideration.
 2. Written notice of the final annual compensation applicable to the prior County fiscal year, based on the methodology in Exhibit C (but using actual workload and actual net cost data for the completed year) shall be submitted to City by August 15 of each year, commencing with August 15, 2013. This notice will establish the Final Annual Compensation amount due from City and shall serve as the invoice for the final quarter (April – June) of the fiscal year.
 3. If the compensation amount paid by the City for the fiscal year period exceeds the final annual compensation amount pursuant to Article III, County shall notify the City by September 15. County shall refund the overpayment by check if requested by City within thirty (30) days of receipt of notice of the final annual compensation applicable to the prior County fiscal year, or apply the overpayment as a credit toward the following Fiscal Year Agreement.
 4. Meetings regarding compensation shall be held at the request of either County or City, as needed.
- B. Payment: For services provided herein, City agrees to pay County within thirty (30) days of receipt of each quarterly invoice from County. Each invoice shall represent twenty-five percent (25%) of City's preliminary annual compensation amount as reflected in the written notice provided to City by July 1 until such time as agreed-upon reconciliation occurs pursuant to the Article titled "Compensation for Services" herein.

2) Article IX – Notice to Parties shall be amended in its entirety to read as follows:

ARTICLE IX

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
HEALTH AND HUMAN SERVICES AGENCY
3057 BRIW ROAD, SUITE A
PLACERVILLE, CA 95667
ATTN: CONTRACTS UNIT

With a copy to:

COUNTY OF EL DORADO
PROCUREMENT AND CONTRACTS DIVISION
360 FAIR LANE, LOWER LEVEL
PLACERVILLE, CA 95667
ATTN: TERRI DALY, PURCHASING AGENT

Notices to City shall be addressed as follows:

CITY OF PLACERVILLE
3101 CENTER STREET
PLACERVILLE, CA 95667
ATTN: CITY MANAGER

Or to such other location as the City directs.

- 3) Article XIX – Change of Address; Article XX – Audit by California State Auditor; and Article XXI – Conflict Prevention and Resolution shall be added as follows:

ARTICLE XIX

Change of Address: In the event of a change in address for City's principal place of business or Notices to City, City shall notify County in writing pursuant to the provisions contained in 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 XX

Audit by California State Auditor: City acknowledges that contracts involving the expenditure of public funds in excess of \$10,000 are subject to examination and audit by the California State Auditor pursuant to Government Code Section 8546.7. City shall provide Federal, State, or County authorities with access to any books, documents, papers, and records of Contractor, which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions. In order to facilitate these potential examinations and audits, City shall maintain all books, documents, papers, and records necessary to demonstrate performance under this Agreement for a period of at least three (3) years after final payment or for any longer period required by law.

ARTICLE XXI

Conflict Prevention and Resolution: The terms of this Agreement shall control over any conflicting terms in any referenced document, except to the extent that the end result would constitute a violation of Federal or State law. In such circumstances, and only to the extent the conflict exists, this Agreement shall be considered the controlling document.

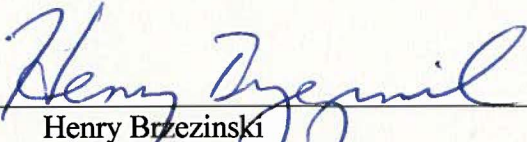
4) Article XIX – Entire Agreement shall be renumbered as follows:

ARTICLE XXII

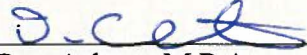
Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

Except as herein amended, all other parts and sections of that Agreement 098-01311 shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By:  Dated: 8/12/14
Henry Brzezinski
Chief Animal Control Officer
Health and Human Services Agency

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:  Dated: 8/12/2014
Don Ashton, M.P.A.
Director
Health and Human Services Agency

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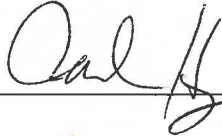
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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #098-O1311 on the dates indicated below.

-- CITY --

Dated: 10-16-14

By: 
Carl Hagen, Mayor
City of Placerville
"City"

ATTEST:
Susan Zito, City Clerk

By: 
City Clerk

Dated: 10-17-14

-- COUNTY OF EL DORADO --

Dated: _____

By: _____
Norma Santiago, Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

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