## AGREEMENT FOR SERVICES #739-PHD0408 AMENDMENT II

This Amendment II 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 6101 Enterprise Drive, Suite B and Suite C, 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, in accordance with Agreement for Services #739-PHD0408, dated May 30, 2008, and Amendment I to that Agreement #739-PHD0408, dated May 20, 2009, incorporated herein and made by reference a part hereof; and

WHEREAS, the CONTRACTOR has provided services exceeding the anticipated volume estimated in Agreement #739-PHD0408, requiring an increase to the not-to-exceed amount of said Agreement; and

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

WHEREAS, the parties hereto have mutually agreed to amend Article VII - Administrator;

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

## 1) 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 Unit, based on Exhibit A attached hereto for those services delineated in Exhibit A. For unique services requested not contained in Exhibit A, the price of unique veterinary services 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 \$90,000 over the term of this Agreement.

### 2) 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 Henry Brzezinski, Chief Animal Services Officer, or successor.

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:	
, _	Neda West, Director		
	Health Services Department		
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IN WITNESS WHEREOF, the parties hereto have executed this second Amendment to that Agreement for Services #739-PHD0408 on the dates indicated below.

## -- COUNTY OF EL DORADO---

By:

Dated:

Norma Santiago, Chair Board of Supervisors "COUNTY"

Attest: Suzanne Allen de Sanchez Clerk of the Board of Supervisors

Deputy: \_\_\_\_\_ Date: \_\_\_\_\_

# -- C O N T R A C T O R --

By: \_\_\_

Dated: \_\_\_\_\_

Da Maggie Killackey, Managing Executive Director Animal Outreach of the Mother Lode