**NAPA COUNTY AGREEMENT NO. 170684B**
**AMENDMENT NO. 4**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 4 OF NAPA COUNTY AGREEMENT NO. 170684B** is made and entered into as of this _____ day of _____, 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and HUMANE SOCIETY OF NAPA COUNTY & SPCA, INC. (Napa Humane), 501(c)(3) nonprofit corporation, whose mailing address is P.O. Box 695, Napa, CA 94559, hereinafter referred to as "CONTRACTOR";

## RECITALS

**WHEREAS**, COUNTY and CONTRACTOR entered into Napa County Agreement No.170684B (the "Agreement") on December 20, 2016, to provide, at discounted rates, spay and neuter services, as well as any other authorized and recommended veterinary care services, for all animals in the care of COUNTY, as authorized by Government Code section 31000; and

**WHEREAS,** the Agreement was amended on March 10, 2020, to increase compensation, and amended again on April 20, 2021, to extend the term of the Agreement; and

**WHEREAS**, CONTRACTOR continues to operate a low cost spay/neuter and veterinary care services clinic (the "Clinic") in Napa, California, that provides animal care services to both COUNTY and the public; and

**WHEREAS,** CONTRACTOR has expanded capacity to provide veterinary and behavior/training services at the COUNTY Animal Shelter facility and additional off-site veterinary services; and

**WHEREAS,** COUNTY continues to require low cost spay/neuter and veterinary care for domestic animals in the custody and for the benefit of COUNTY, continues to offer a program of providing vouchers for County residents with domestic animals to obtain spay or neuter services for free or reduced cost in the interest of population control, and desires to obtain additional on-site and off-site services offered by CONTRACTOR to maximize care for animals in the custody of the Animal Shelter and for community spay and neuter services; and

**WHEREAS,** the Agreement was amended on April 19, 2023, to revise the scope of work, increase compensation, and extend the term; and

**WHEREAS,** COUNTY and CONTRACTOR now desire to amend the Agreement to increase compensation.

## TERMS

**NOW, THEREFORE**, the Agreement is amended as follows:

1. Paragraph 3 is hereby amended to read in full as follows:

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B-1", attached hereto and incorporated by reference herein.

(b) Expenses. No travel expenses will be reimbursed by COUNTY.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement for professional services and expenses shall be a total of TWO HUNDRED THIRTY THOUSAND DOLLARS ($230,000) per fiscal year; provided however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services rendered and reimbursable expenses actually incurred.

2. Electronic Signatures. This Amendment may be executed by electronic signature(s) and transmitted in a portable document format ("PDF") version by email and such electronic signature(s) shall be deemed original for purposes of this Amendment and shall have the same force and effect as a manually executed original.

3. This Amendment No. 4 shall be effective as of March 1, 2024.

*[Rest of Page Intentionally Left Blank]*

4. Except as provided in paragraphs 1 through 3 above, the terms and provisions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, this Amendment No. 4 was executed by the parties hereto as of the date first above written.

HUMANE SOCIETY OF NAPA COUNTY & SPCA, INC

By Wendi Piscia
WENDI PISCIA, Executive Director

By Laura Michelle Berry
MICHELLE BERRY, President, Board of Directors

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By_____
JOELLE GALLAGHER, Chair, Board of Supervisors

"COUNTY"

| APPROVED AS TO FORM<br>Office of County Counsel<br><br>By: *Jason M. Dooley*<br>Deputy County Counsel<br><br>Date: March 28, 2024 | APPROVED BY THE NAPA COUNTY<br>BOARD OF SUPERVISORS<br><br>Date: _____<br>Processed By:<br><br>_____<br>Deputy Clerk of the Board | ATTEST: NEHA HOSKINS<br>Clerk of the Board of Supervisors<br><br>By:_____ |
|---|---|---|

**EXHIBIT "A-1"**

**SCOPE OF WORK**

CONTRACTOR shall provide COUNTY with the following services:

## I. DESCRIPTION OF SERVICES

### 1. In-Clinic Veterinary Services

A. Scope of Veterinary Services
   a. CONTRACTOR agrees to provide spay/neuter, microchip and vaccination services for cats, dogs, and rabbits in the custody of COUNTY or a foster home authorized by COUNTY under the specific terms of this Agreement and as long as such services are deemed medically appropriate under the circumstances by the at-clinic veterinarian at the official Napa Humane Spay/Neuter Clinic.
   b. CONTRACTOR agrees to provide additional veterinary care services that are deemed necessary and appropriate to cats, dogs, and rabbits by mutual, advance agreement between the at-clinic veterinarian and the Animal Shelter Manager or Supervisor.

B. Refusal of Service and Authorization
   a. CONTRACTOR has the right to refuse to provide service to any animal if the in-clinic veterinarian believes that providing such service may be a health risk to the animal or other animals in the CONTRACTOR Clinic.
   b. CONTRACTOR has the right to refuse to provide service to any animal the in-clinic veterinarian believes may injure any CONTRACTOR employee.
   c. As required by state law to establish a valid Doctor-Client-Patient relationship, all medication will be dispensed only to an animal under instructions of the veterinarian and only to the animal for which they were prescribed.
   d. COUNTY hereby grants CONTRACTOR a standing authorization to provide basic care, including vaccination and microchipping to dogs, cats, or rabbits from COUNTY or animals in the foster care program of COUNTY if such basic care is determined to be needed by the in-clinic veterinarian.
   e. Other veterinary services: COUNTY Animal Shelter Manger or Supervisor will be contacted if the in-clinic veterinarian believes that additional veterinary services should be provided to an animal. The Animal Shelter Manager or Supervisor will be given a cost quote for those services at that time. Verbal authorization from the Animal Shelter Manager or Supervisor will be required before any other services will be provided to the animal and will be documented on the animal's record.
   f. Veterinary services for foster care animals will require prior authorization and scheduling by a COUNTY staff member before any services are performed on the animal.

C. Required Information & Scheduling
   a. Documentation including the name and ID number, gender, age, description, and breed shall accompany each animal along with any prior health or treatment records from COUNTY or other veterinarians.

b. COUNTY and CONTRACTOR will work cooperatively together to determine the number of animals from COUNTY to receive spay/neuter surgery provided COUNTY will be guaranteed a minimum of sixty (60) minutes on agreed upon surgery days. CONTRACTOR's scheduling time system will be used to determine the number of surgery time slots available.
c. CONTRACTOR shall provide information concerning the individual animal's services provided by CONTRACTOR, as authorized by the COUNTY, upon return of the animal to the COUNTY's shelter so that the COUNTY may appropriately charge each animal adoption or reclaim the true cost of those services. Failure of CONTRACTOR to completely list all services, or to notice the COUNTY of all services, upon return of the animal to the COUNTY's shelter shall not make the COUNTY liable for the costs of those unlisted services. The monthly invoice should equal a summary of all of these listings.

D. Transportation and Housing of Animals
   a. Animals will be housed at the CONTRACTOR Clinic on the day of their procedure(s). Any change to this schedule will be on a case-by-case basis and must be arranged with the in-clinic veterinarian.
   b. COUNTY shall provide transportation of animals from COUNTY's shelter to CONTRACTOR's Clinic and back to COUNTY's Shelter.

**2. <u>Additional Veterinary and Behavior/Training Services Provided at COUNTY Shelter</u>**

A. At-Shelter Services
CONTRACTOR shall provide one (1) veterinarian to perform medical treatment at COUNTY Shelter (at-Shelter veterinarian) up to three (3) days per week, as scheduled and agreed to by at-Shelter veterinarian and Animal Shelter Manger. CONTRACTOR may also provide Vet Tech Assistant, Registered Veterinary Technician, and behavior/training staff upon written request and approval of Animal Shelter Manger. Once scheduled, cancellations may be given by either party with 24-hour notice.

Services to be performed at County Shelter may include:
   a. General veterinary services including but not limited to at-Shelter exams, bloodwork, vaccinations, microchipping, assistance with euthanasia determinations, treatments, record keeping, assistance with development or writing of protocols for COUNTY Shelter, and providing veterinarian advice to COUNTY Shelter staff as needed.
   b. Minor surgical procedures such as treatment of abscesses, minor lacerations, and foxtail removal and neutering of cats with normal anatomy as determined by the veterinarian, upon request of Animal Shelter Manager or Supervisor.
   c. Behavior/training services for mutually agreed upon projects and as approved in writing by the Animal Shelter Manger.

B. Refusal of Service and Authorization

a. CONTRACTOR has the right to refuse to provide service to any animal if the at-Shelter veterinarian believes that providing such service may be a health risk to the animal or other animals at the COUNTY Shelter.
b. CONTRACTOR has the right to refuse to provide service to any animal the at-Shelter veterinarian believes may injure any CONTRACTOR or COUNTY employee.
c. As required by state law to establish a valid Doctor-Client-Patient relationship, all medication will be dispensed only to an animal under instructions of the veterinarian and only to the animal for which they were prescribed.
d. COUNTY Animal Shelter Manger or Supervisor shall provide verbal authorization for services and services provided to the animal will be documented on the animal's record by CONTRACTOR's at-Shelter veterinarian.

**3. <u>Additional Off-Site Veterinary Procedures</u>**

In addition to in-Clinic and at-Shelter services, CONTRACTOR's at-Shelter veterinarian may perform additional surgical procedures or other medical procedures such as dentals or spay/neuter clinics, at CONTRACTOR Clinic or other pet hospital, with written approval from COUNTY Animal Shelter Manger. CONTRACTOR shall not be responsible for animal transport.

**OTHER:**

CONTRACTOR is responsible for all personnel related expenses including insurance and continuing education. Travel expenses shall be paid by CONTRACTOR.

**EXHIBIT "B-1"**

**COMPENSATION**

**1. In-Clinic Veterinary Services**

A. COUNTY shall compensate CONTRACTOR for standard spay/neuter services performed on any animals from the COUNTY shelter and sent to the Clinic for treatment at the CONTRACTOR's published rates, except at the discretion of the CONTRACTOR to offer a discount. A copy of the rate sheet in effect at the time of this amendment is attached hereto and incorporated by reference to this Exhibit "B-1."

B. Other Surgical Services: The fee for cryptorchidism and hernia repair, if needed, is in addition to the spay/neuter fee and will be charged at CONTRACTOR's published rates, except at the discretion of the CONTRACTOR to offer a discount. A standard $1 per minute fee may be charged for surgeries other than cryptorchidism, hernia repair, or spay/neuter.

C. All other fees will be based on the CONTRACTOR's published rates, attached.

D. CONTRACTOR may adjust their published rates during the term of the Agreement by providing COUNTY a copy of an updated rate sheet. Any updated rate sheet provided to County shall have no effect until thirty days after the Animal Shelter Manager or Supervisor has received notice of the revisions and a copy of the revised rate sheet.

**2. Additional Veterinary and Behavior/Training Services Provided at COUNTY Shelter**

A. Labor:

| **Position Title** | **Rate** |
|---|---|
| Doctor of Veterinary Medicine (Veterinarian) | $250 per hour for first two hours of service (2-hour minimum) then $150 per hour for each additional hour (billed at half hour intervals) |
| Registered Veterinary Technician | $50 per hour (two hour minimum). Beyond two hours, time will be billed in half hour intervals. |
| Vet. Tech Assistant | $30 per hour (two hour minimum). Beyond two hours, time will be billed in half hour intervals. |
| Behavior/Training Staff | $60 per hour (two hour minimum). Beyond two hours, time will be billed in half hour intervals. |

CONTRACTOR may adjust their hourly rates during the term of the Agreement by providing COUNTY a copy of an updated rate schedule. Any updated rate schedule provided to County shall have no effect until thirty days after the Animal Shelter

Manager or Supervisor has received notice of the revisions and a copy of the revised rate schedule.

B. Supplies/Equipment/Premises Permit:

All veterinary supply/equipment purchases shall be upon prior approval of Animal Shelter Manager or Supervisor and shall be billed to COUNTY at CONTRACTOR's cost, including any shipping costs. Purchased supplies/equipment shall belong to COUNTY. Required Premises Permit fee shall also be billed to COUNTY at cost.

**3. Additional Off-Site Veterinary Procedures**

CONTRACTOR shall provide a cost for additional off-site veterinary procedures, which shall be approved in writing by the Animal Shelter Manager.