



Animal Services Department

MAYOR

Renard U. Johnson

To: Honorable Mayor and City Council Representatives

CITY COUNCIL**District 1**

Alejandra Chávez

From: Terry K. Kebschull, Animal Services Director

District 2

Dr. Josh Acevedo

Date: March 4, 2025

District 3

Deanna M. Rocha

Subject: Summary Memo - Fourth Amendment Professional Services Agreement

District 4

Cynthia Boyar Trejo

This item will be presenting a request for the City Manager, or their designee, to sign the Fourth Amendment to our Professional Services Agreement with Dr. Kim Kane, DVM. This amendment increases the total compensation from \$90,000 to \$130,000 per year. The increase reflects the additional clinical services and surgeries needed to support the operations of the Animal Services Department.

District 5

Ivan Niño

District 6

Art Fierro

District 7

Lily Limón

District 8

Chris Canales

CITY MANAGER

Dionne Mack

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**



DEPARTMENT: Animal Services

AGENDA DATE: March 4, 2025

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON NAME: Terry K. Kebschull,
Animal Services Director

PHONE NUMBER: (915)212-8742

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 8 - Nurture and Promote a Healthy, Sustainable Community

SUBGOAL: 8.3 Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment

SUBJECT:

Resolution that the City Manager or their designee is authorized to sign the Fourth Amendment to the Professional Services Agreement for Relief Services, entered into by and between the City of El Paso ("City") and Kim Kane, DVM ("Contractor"), to increase the total compensation under the agreement from Ninety Thousand Dollars (\$90,000.00) to One Hundred Thirty Thousand Dollars (\$130,000.00) per twelve-month term.

BACKGROUND / DISCUSSION:

This amendment is in exchange for additional clinical services and surgeries required by the City's Animal Services Department.

COMMUNITY AND STAKEHOLDER OUTREACH:

NA

PRIOR COUNCIL ACTION:

A previous amendment was approved on November 7, 2023.

AMOUNT AND SOURCE OF FUNDING:

Amount: \$130,000.00

Funding Source: Animal Services Fund

Account: 225-2580-25120-522150

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT (\$)
NA	NA

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:


Terry K. Kebschull, Animal Services Director

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager or their designee is authorized to sign the Fourth Amendment to the Professional Services Agreement for Relief Services, entered into by and between the City of El Paso ("City") and Kim Kane, DVM ("Contractor"), to increase the total compensation under the agreement from Ninety Thousand Dollars (\$90,000.00) to One Hundred Thirty Thousand Dollars (\$130,000.00) per twelve-month term. This amendment is in exchange for additional clinical services and surgeries required by the City's Animal Services Department.

APPROVED this ____ day of _____, 2025.

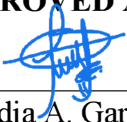
THE CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

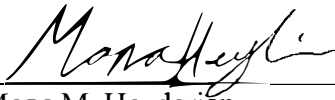
Laura D. Prine
City Clerk

APPROVED AS TO CONTENT:



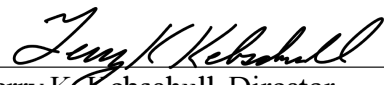
Claudia A. Garcia, Director of
Purchasing & Strategic Sourcing

APPROVED AS TO FORM:



Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:



Terry K. Kebschull, Director
Animal Services Department

STATE OF TEXAS

COUNTY OF EL PASO

**2019-1366 AMENDMENT TO PROFESSIONAL
SERVICES AGREEMENT (DVM)
FOR RELIEF SERVICES**

This Fourth Amendment to Professional Services Agreement (DVM) for Relief Services is entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **KIM KANE, DVM**, hereinafter referred to as "Contractor."

WHEREAS, on or about June 22, 2018, the City, on behalf of the Department of Animal Services ("Department"), entered into a Professional Services Agreement (DVM) for Relief Services ("Agreement") with Contractor, wherein Contractor was hired as a Veterinarian to provide and perform professional veterinary services for the City on an on-call/as-needed basis; and

WHEREAS, the City and Contractor amended the Agreement to adjust Contractor's compensation on numerous occasions including, most recently, on November 7, 2023; and

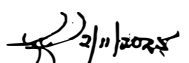
WHEREAS, the parties now desire to amend the Agreement to adjust Contractor's compensation.

NOW, THEREFORE, the parties mutually agree as follows:

1. Section 3. COMPENSATION AND METHOD OF PAYMENT of the Agreement is hereby amended as follows:

Upon the full execution of this Fourth Amendment, Contractor shall be paid as follows: Spay/Neuter = \$25.00. Special surgeries, to include abdominal crypts, late-term pregnancies, enucleations, leg amputations, etc. - \$50 per 30 minutes. (ex. 1-30 minutes \$50, 30-60 minutes \$100, etc.). Non-surgical time (rabies checks, etc.) - \$100/hour, as set forth in Attachment A, attached hereto and made part hereof. The City shall pay Contractor an amount not to exceed \$130,000.00 OVER EACH TWELVE MONTH PERIOD BEGINNING THE DATE OF EXECUTION OF THIS 2019-1366 AMENDMENT. Contractor shall provide services on an on-call/as needed basis, as determined by the Department of Animal Services, and on days agreed to by the parties.

Contractor shall submit an invoice to the City not more often than monthly, throughwritten invoices provided by the Department of Animal Services. The City shall pay the invoices as soon as reasonably possible, but not later than thirty (30) days from receipt, in accordance with State laws. Upon dispute, however, the City may upon notice to the Contractor, withhold payment to the Contractor for the amount in dispute only, until such time as the exact amount

 2/11/2024

of the disputed amount due the Contractor is determined. The total amount paid to Contractor shall not exceed Contractor's fee proposal, except by written amendment to this Agreement, executed by both parties.

The City will not provide Contractor with any fringe benefits. Contractor agrees that at no time will Contractor make a claim against the City for more than the rate provided under the terms of this Agreement.

2. Article II (COMPENSATION) of Attachment A (VETERINARIAN-RELIEF SERVICES) of the Agreement is hereby amended as follows:

In full consideration for the performance of Services hereunder, and for any rights granted or relinquished by the Veterinarian under this Agreement, City of El Paso shall pay the Veterinarian as follows: Cost Per Routine: Spay/Neuter = \$25.00. Special surgeries, to include abdominal crypts, late-term pregnancies, enucleations, leg amputations, etc - \$50 per 30 minutes. (ex. 1-30 minutes \$50, 30-60 minutes \$100, etc.). Non-surgical time (rabies checks, etc.) -\$100/hour. Payment will be rendered within thirty (30) days after receipt of an invoice by the City of El Paso Office of the Comptroller with all supporting documentation. Veterinarian must deliver/mail invoices to the Department of Animal Services, attention Accounting Division, at 4501 Hondo Pass, El Paso, Texas 79904.

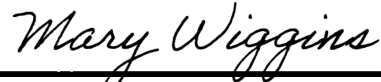
3. Except as amended herein, the terms and conditions of the Agreement, including Attachment A, remain the same.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF the parties have executed this Fourth Amendment to Professional Services Agreement (DVM) for Relief Services at El Paso, Texas this ____ day of _____2025.

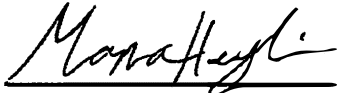
CITY:

City of El Paso, Texas



Mary L. Wiggins,
Chief Human Resources Officer
Department of Human Resources

APPROVED AS TO FORM:



Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

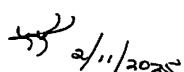


Terry Kebschull
Director, Animal Services

CONTRACTOR:

 2/11/2025

Kim Kane, DVM

 2/11/2025

ATTACHMENT A

VETERINARIAN - RELIEF SERVICES

I. SCOPE OF WORK

Provide veterinary services for the City of El Paso Department of Animal Services on an on-call/as-need basis (relief services), in a manner determined by the needs of Animal Services and under the terms and conditions described herein. All services shall meet or exceed appropriate veterinarian standards of care and practices.

As directed by the Animal Services Director or his designee, the Veterinarian shall provide wellness exams, vaccinations, diagnoses, treatments for sick or injured animals currently being held at the Animal Services Shelter or in foster care.

The Veterinarian shall be available at times agreed by the parties to perform veterinarian services, which may include surgical spaying and neutering of dogs and cats unowned. A physical exam shall be performed on each surgical candidate prior to surgical spaying or neutering to determine the general good health of the animal and appropriateness of the surgery. The Veterinarian shall perform all surgical and related services required for spaying and neutering, including anesthetization services as necessary. There will be support available through veterinarian technicians and animal care attendants.

The Veterinarian shall maintain complete and accurate records of all services performed at the Department of Animal Service, in a format that is considered acceptable in the local practice of veterinary medicine. Additionally, the records must be sufficient to document performance of services hereunder, as may be required for the recordkeeping procedures of the City of El Paso Office of the Comptrollers. Staff will assist in the data management software.

II. COMPENSATION

In full consideration for the performance of Services hereunder, and for any rights granted or relinquished by the Veterinarian under this Agreement, City of El Paso shall pay the Veterinarian at the hourly rate of \$0.00 per hour. Payment will be rendered within thirty (30) days after receipt of an invoice by the City of El Paso Office of the Comptroller with all supporting documentation. Veterinarian must deliver/mail invoices to the Department of Animal Services, attention Accounts Receivable, at 5001 Fred Wilson, El Paso, Texas 79906.