

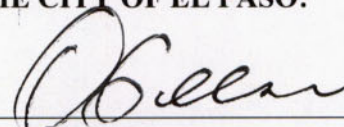
**RESOLUTION**

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

That the City Manager be authorized to sign the 2023-2024 Amendment to Contract 2019-1366 Professional Services Agreement (DVM) for Relief Services by and between the City of El Paso and Kim Kane, DVM to provide veterinary services for the City of El Paso's Animal Services Department for a term of one (1) year from the effective date of the Agreement. This is a service requirement contract for a total estimated amount not to exceed \$90,000.

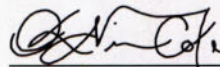
**PASSED AND APPROVED** this 7 day of NOVEMBER, 2023.

**THE CITY OF EL PASO:**



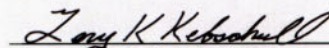
Oscar Lesser  
Mayor

**APPROVED AS TO CONTENT:**



K. Nicole Cote, Managing Director  
Purchasing & Strategic Sourcing

**APPROVED AS TO CONTENT:**



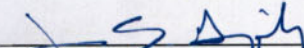
Terry K. Kebschull, Director  
Animal Services Department

**ATTEST:**



Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**



Juan S. Gonzalez  
Senior Assistant City Attorney



STATE OF TEXAS )  
)  
)  
)  
COUNTY OF EL PASO )

**2023-2024 AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (DVM) FOR RELIEF SERVICES**

This 2023-2024 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 March 25, 2022; 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 2023-2024 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 \$90,000.00 OVER EACH TWELVE MONTH PEREIOD BEGINNING THE DATE OF EXECUTION OF THIS 2023-2024 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,

**COUNCIL PROJECT FORM  
(CHANGE ORDER)**

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Please place the following item on the **CONSENT** agenda for the Council Meeting of **November 7, 2023**.

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

The linkage to the Strategic Plan is subsection 8.3 Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment.

**Award Summary:**

That the City Manager be authorized to sign the 2023-2024 Amendment to Contract 2019-1366 Professional Services Agreement (DVM) for Relief Services by and between the City of El Paso and Kim Kane, DVM to provide veterinary services for the City of El Paso's Animal Services Department for a term of one (1) year from the effective date of the Agreement. This is a service requirement contract for a total estimated amount not to exceed \$90,000. This amendment is to continue the vendor's services for emergency surgeries and to continue providing medical attention to shelter pets.

**Contract Variance:**

No contract variance

This is a non-competitive, professional service agreement.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

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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 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.

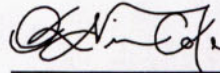
3. Except as amended herein, the terms and conditions of the Agreement, including Attachment A, remain the same.

**[SIGNATURES BEGIN ON THE FOLLOWING PAGE]**



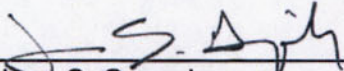
IN WITNESS WHEREOF the parties have executed this 2023-2024 Amendment to Professional Services Agreement (DVM) for Relief Services at El Paso, Texas this 7 day of NOVEMBER 2023.

**CITY:**  
City of El Paso, Texas



\_\_\_\_\_  
K. Nicole Cote, Managing Director  
Purchasing & Strategic Sourcing  
Department

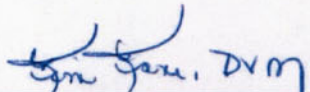
**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Juan S. Gonzalez  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Terry Kebschull  
Director, Animal Services

**CONTRACTOR:**

  
\_\_\_\_\_  
Kim Kane, DVM

## 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 Accounting Division, at 4501 Hondo Pass, El Paso, Texas, 79904.

