

**AMENDMENT No. 2 TO PROFESSIONAL SERVICE AGREEMENT
FOR ANIMAL SHELTER MANAGEMENT SERVICES
(Resolution 20-252)**

THIS AMENDMENT is executed this ____ day of ____, 2023 by and between Sammie's Friends and County of Nevada. Said Amendment amends the prior Agreement between the parties entitled Animal Shelter Management Services executed on the 23rd day of June, 2020 by Resolution No. 20-252, and

WHEREAS, Sammie's Friends provides animal shelter management services at the Animal Shelter in Nevada County; and

WHEREAS, the parties desire to amend their Agreement to allow for a one (1) year contract extension; and

WHEREAS, the original Agreement was not to exceed \$2,109,000 (maximum of \$703,000 per year for three years); and

WHEREAS, on June 14, 2022, the Agreement was amended to provide for an increase of \$36,000 for fiscal year 22/23 for a total amount of \$739,000 and a total Agreement amount not to exceed \$2,145,000 (Resolution 22-259); and

WHEREAS, the additional amount of \$1,080,000 for the one year extension of the Agreement (increasing the per year amount for fiscal year 23/24 by \$341,000) for a total Agreement amount not to exceed \$3,225,000.

NOW, THEREFORE, the parties hereto agree as follows:

1. This amendment shall be effective as of July 1, 2023.
2. That Section 2, Payment, is hereby modified to increase the total Agreement not to exceed amount from \$2,145,000 to \$3,225,000, an increase of \$1,080,000.
3. That Section 3, Term, is hereby modified to extend the Agreement termination date from June 30, 2023 to June 30, 2024.
4. That the Schedule of Charges and Payments, Exhibit "B" is amended to include the attached Exhibit "B".
5. That the Budget, Exhibit "E" shall be amended to include the attached Exhibit "E".
6. That in all other respects the Agreement of the parties shall remain in full force and effect except as amended herein.

APPROVED AS TO FORM:
COUNTY COUNSEL

By: _____
Katharine L. Elliott
County Counsel

COUNTY OF NEVADA

By: _____
Honorable Ed Scofield
Chair of the Board of Supervisors

ATTEST:

By: _____
Julie Patterson Hunter
Clerk of the Board of Supervisors

CONTRACTOR:

By: _____

EXHIBIT “B”

SCHEDULE OF CHARGES AND PAYMENTS

In consideration for the services as set forth in Exhibit “A”, County shall pay Contractor an amount not to exceed \$1,080,000.00 for the period July 1, 2023 to June 30, 2024.

Billing and Payment:

Payments will be made in 12 equal installments, which shall be due and payable as of the 5th of each month and are subject to the terms of this amended Agreement. Payments are conditional upon compliance with the terms of contract including this amendment, including meeting conditions of financial reporting. Both County and Contractor shall work in good faith to resolve any issues in a timely manner. Payments may be delayed or withheld if contractual obligations are not met.

By the 15th of the month proceeding the month services are to be provided, the contractor shall submit an invoice and the following documentation for the preceding month:

- A Financial Report that includes monthly and annual (year to date), profit and loss (revenue and expenditure) information with back-up information generated through the Contractor’s finance system that reconciles to the invoice amount. Additionally, the Contractor should include a payroll summary (noting staffing positions, hours worked, and amount paid). The County may request additional back-up documentation (such as detailed payroll information/time cards, copies of receipts or invoices paid, etc.). If requested additional detail is not provided in a timely manner, future invoice payments may be delayed. If the County anticipates withholding a payment, Contractor shall be notified.
- Monthly Animal **Intake, Outcome, and Summary** reports (per the Existing Contract, per Exhibit A and B, and as noted in Attachment B)
- **New for FY 2023-24** - Year to Date Summary of Shelter Activity including total time each animal spends in the Shelter, status and length of time of Animals in Foster homes, as well as intake and outcome information.

The FY 2023-24 Contract Amount is based on the following staffing schedule, not including Executive/Shelter Director:

Staffing for Nevada County Animal Shelter									
Position	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Hrs/wk	FTE
Operations Manager	8	8	8	8	8			40	1.00
Operations Administrator	8	8	8	8	8			40	1.00
Accounting Specialist	5.6	5.6	5.6	5.6	5.6			28	0.70
Canine Office Coordinator/Livestock Coordinator	7				7	7	7	28	0.70
Feline Office Coordinator		8	8	8	8	8		40	1.00
Adoption Specialist/Animal Care Attendant				8	8	8		24	0.60
Kennel Supervisor/Animal Care Attendant		8	4	8	8	4		32	0.80
Front Office Associate/Animal Care Attendant		8	5					13	0.325
Front Office Associate/Animal Care Attendant	4	8	8	8				28	0.70
Front Office Associate/Animal Care Attendant	8			8	8	8		32	0.80
Front Office Associate/Animal Care Attendant	8	8			8		8	32	0.80
Animal Care Attendant						5	5	10	0.25
Animal Care Attendant	8		8					16	0.40
Animal Care Attendant	4	8	4					16	0.40
Animal Care Attendant							8	8	0.20
Animal Care Attendant			8	8	8			24	0.60

Animal Care Attendant	8		8		8	4		28	0.70
Animal Care Attendant	8	8				8		24	0.60
Media Specialist	5			8				13	0.325
Weekly Totals									
								476	11.90

The County is not obligated to pay for salary and benefit costs for additional positions or hours worked in excess of this schedule.

If the Contractor desires modifications either to the staffing schedule or to shift budget among major expenditure categories (such as Salaries & Benefits and Services and Supplies) in excess of 10% of the attached Budget (Attachment E, as amended), a written request will be provided to the County in advance for approval, with justification for the desired change. The County can accept the change at its discretion, as long as there is no modification to the not to exceed contract amount.

Other Considerations:

Veterinary Care

To lower the costs of veterinary care at the Shelter, the Contractor uses selected veterinarians who offer discounted rates or veterinarians who perform services without charge. If the County seizes an animal due to imminent danger to the animal's health, the Contractor shall provide services for the animal in an appropriate amount of time based on the condition of the animal. The Contractor will be responsible for providing care to all animals at Contractor's cost.

If the County requires immediate care for an animal and the Contractor is not able to provide that care in a timely fashion the County may choose to use an alternative veterinarian for its care other than the Contractor's chosen veterinarian. The County and Contractor will meet on a case by case basis to discuss the reason an alternate veterinarian was chosen and who will bear the cost for said veterinary bill.

Submit all invoices to: Nevada County Sheriff's Office
 Attn: Chief Fiscal Officer
 SheriffFinance@nevadacountyca.gov
 Nevada City, CA 95959

Exhibit E, Amended : Shelter Budget

	2022 Sammie's Friends (Actuals)	22/23 Budget Allocation per Contract	23/24 SF Requested Allocation	% Increase - 22-23 Contract vs 23-24 Proposed	Note
Revenues					
County Contract	\$772,228	\$714,000	\$1,080,000		
Wilson Trust		\$24,999	\$0		
Adoption Fees	\$76,261	\$63,000	\$76,261		
Other Revenue					
OTI Fees	\$1,060	\$6,300	\$1,060		
Kennel Fees	\$6,884	\$16,800	\$6,884		
Quarantine Fees	\$315		\$315		
IAL Fees	\$3,180		\$3,180		
Donations	\$72,341		\$70,000		
Sales	\$3,886		\$3,886		
Cost of Goods Sold	\$9,308		\$9,350		
Other Rev. Subtotal	\$89,030	\$44,000	\$94,675		
Sammie's Contribution	\$230,000	\$230,000	\$279,598		Medical Cost + overage
Subtotal	\$1,175,463	\$1,099,099	\$1,530,534		
<i>County</i>	<i>\$772,228</i>	<i>\$738,999</i>	<i>\$1,080,000</i>	<i>46.1%</i>	
<i>Sammie's Friends</i>	<i>\$230,000</i>	<i>\$230,000</i>	<i>\$279,598</i>	<i>21.6%</i>	
<i>Adoption Fees</i>	<i>\$76,261</i>	<i>\$63,000</i>	<i>\$76,261</i>	<i>0.0%</i>	
<i>Other Revenues</i>	<i>\$89,030</i>	<i>\$44,000</i>	<i>\$94,675</i>	<i>115.2%</i>	
Expenses					
Class I					
Worker's Compensation	\$26,123	\$29,000	\$30,000		
Finance Director		\$65,000			
Hourly Wages	\$497,490	\$332,797	\$470,000		
Shelter Director		\$85,000	\$70,000		
Employee Tax	\$45,526	\$45,000	\$63,400		
Additional proposed					
Medical Benefits	\$42,373		\$45,000		
Shelter Management			\$175,000		
Subtotal Class I	\$611,511	\$556,797	\$853,400	53.3%	
Class II					
<u>Care and Feeding of Animals</u>					
Spay & Neuter		\$45,100			SF Expenses not included in Budget
Community	\$84,998		\$0		
County	\$94,029		\$103,432		
Subtotal Spray & Neuter	\$179,027	\$45,100	\$103,432		
Animal Medical		\$47,000			SF Expenses not included in Budget
Community	\$145,722		\$0		
County (Medicine)	\$121,535		\$50,800		Medicine and Med Supplies
Contractor Medical		\$230,000	\$230,000		SF Medical Costs
Subtotal Animal Med.	\$267,258	\$230,000	\$280,800		
Food	\$66,633	\$49,500	\$72,000		
Litter Supplies	\$5,259	\$7,500	\$4,000		
Grooming	\$510		\$500		
Contracts	\$500	\$2,400	\$0		
Accounting	\$19,818	\$10,000	\$0		Moved to Contract Exp
Animal Rehabilitation	\$38,170	\$23,300	\$40,000		
Subtotal Care & Feeding	\$577,175	\$369,700	\$500,732		
<u>Other Operations Exp</u>					
<u>Utilities</u>					
Garbage	\$7,591	\$7,427	\$8,232		
Electric	\$19,040	\$10,000	\$20,649		
Propane	\$2,697	\$10,000	\$2,925		
Water	\$641	\$600	\$696		
Subtotal Utilities	\$29,969	\$28,027	\$32,502		
Insurance	\$5,451	\$7,500	\$6,000		
Maintenance	\$16,277	\$20,000	\$17,500		
Operations (office)	\$61,314	\$5,000	\$66,200		Includes Telephone, Supplies, Dues & Subscrip, ec.
Auto	\$4,184	\$4,000	\$5,000		
Misc. Expenses/Equip & Furniture	\$4,251	\$4,000	\$5,000		
Additional Proposed					
Contract - Acctg.			\$40,000		
Sales Tax rtd to MicroChips			\$4,200		
Subtotal Other Operating	\$91,477	\$40,500	\$143,900		
Subtotal Class II	\$698,621	\$483,327	\$677,134	40%	
Class I & Class II Total	\$1,310,133	\$1,040,124	\$1,530,534	47%	
Net Income/(Loss)	(\$134,670)	\$58,975	\$0		
Class I	\$611,511	\$556,797	\$853,400	53.3%	
Class II	\$698,621	\$483,327	\$677,134	40.1%	
Class I & II Total	\$1,310,133	\$1,040,124	\$1,530,534	47.1%	