



RESOLUTION No. 22-259

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE PERSONAL SERVICES AGREEMENT WITH SAMMIE'S FRIENDS INCREASING THE CONTRACT AMOUNT BY \$36,000 FOR A NOT TO EXCEED MAXIMUM CONTRACT PRICE OF \$2,145,000 FOR PROVISION OF SHELTER MANAGEMENT SERVICES, EXPIRING JUNE 30, 2023

WHEREAS, per Resolution No. 20-252 the Board approved a contract with Sammie's Friends to operate and administer the Nevada County Animal Shelter for the period beginning July 1, 2020, and ending June 30, 2023; and

WHEREAS, as a result of COVID fiscal concerns, the parties had agreed to a reduced Maximum Contract Price of \$2,109,000 for the three-year term in the maximum amount of \$703,000 for each year of the contract to operate and administer the Nevada County Animal Shelter; and

WHEREAS, the parties desire to enter into an amendment providing for an increase of \$36,000 in the last year of the contract commencing on July 1, 2022 and ending June 30, 2023, bringing the maximum price of the contract to \$2,145,000; and

WHEREAS, approval of Amendment No. 1 is contingent upon the adoption of the Fiscal Year 2022/23 County Budget.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Supervisors of the County of Nevada, State of California:

- 1) Approves the amendment to the Personal Services Agreement increasing the maximum contract amount by \$36,000 to \$2,145,000 for the period beginning July 1, 2022, and ending June 30, 2023, and replacing Exhibit B in its entirety in the form attached hereto.
- 2) Authorizes the Chair of the Board of Supervisors to execute the Amendment No. 1 to Contract, on behalf of the County of Nevada.

Funding from 0101 20704 156 1000 521520
1355 20704 156 1000 521520

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 14th day of June, 2022, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Susan K. Hoek, Chair

6/14/2022 cc: Sheriff*
AC*(hold)

7/5/2022 cc: Sheriff*(2)
AC*(release)

**AMENDMENT NO. 1 TO CONTRACT WITH
Sammie's Friends**

THIS AMENDMENT is executed this ____ day of _____, 20__ by and between Sammie's Friends and COUNTY OF NEVADA. Said Amendment will amend the prior agreement between the parties entitled Animal Shelter Management Services executed on June 23, 2020 by Resolution No. 20-252.

WHEREAS, the parties desire to amend their agreement to allow or provide for an increase in contract price for Fiscal Year 2022-23; and


NOW, THEREFORE, the parties hereto agree as follows:

1. This amendment shall be effective as of July 1, 2022.
2. That the Maximum contract price be increased by \$36,000 to \$2,145,000.
3. That Exhibit B, Schedule of Charges and Payments be replaced in it's entirety by the attached new Exhibit B.
4. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein

APPROVED AS TO FORM:
COUNTY COUNSEL

COUNTY OF NEVADA

By: 

By: 
Honorable Sue Hoek
Chair, of the Board of Supervisors


ATTEST:

CONTRACTOR:

By: 
Julie Patterson Hunter
Clerk of the Board of Supervisors


By: _____

CONTRACTOR: Sammie's Friends

By: 
Name: Cheryl Wicks

Date: May 18, 2022

* Title: President

By: 
Name: Miranda Leach

Date: 5.23.2022

* Title: Secretary

EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

The maximum amount of payment made under this contract for the term of this contract shall not exceed \$2,145,000 and shall be subject to the availability of funds to the County. Payments will be made in 12 equal installments, which shall be due and payable as of the 5th of each month beginning July 1, 2020.

July 1, 2020- June 30, 2021	\$678,000
July 1, 2021- June 30, 2022	\$678,000
July 1, 2022- June 30, 2023	\$714,000

An additional payment utilizing funds from the Wilson Family Trust for the period beginning July 1, 2020 so long as funds remain in the Trust, shall also be made. Payments will be made in 12 equal installments as reimbursements for allowable expenses. These funds are to be used exclusively for food and medical care of the animals under control of the Nevada County Animal Control unit. These funds are not to be used for administrative, labor, overhead expenses or other non-food/medical care expenses. The maximum amounts payable, though the payments may be less, is as follows:

July 1, 2020- June 30, 2021	\$25,000
July 1, 2021- June 30, 2022	\$25,000
July 1, 2022- June 30, 2023	\$25,000

Changes to budget line items as between major categories (Salaries and Benefits, and Services and Supplies of the attached budget (Attachment E, in excess of 10% or rollover funds from one Fiscal Year to another shall be submitted in advance for approval by the Undersheriff or designee, who at sole discretion shall determine if the change in operating budget will continue to meet the outcomes of contract.

During the term of the contract, or any extensions, for each fiscal year Class I Expenditures of \$85,000 shall be prorated for any time a Shelter Manager is not employed reducing the payments. During the term of the contract, or any extensions, for each fiscal year Class I Expenditures of \$65,000 shall be prorated for any time a Financial Manager has not been hired, reducing the payments. So long as both positions are filled the combined amount, not to exceed \$150,000, shall be included in the payments

Billing and Payment

Contractor shall submit an invoice to the County by the 15th of the month proceeding the month services are to be provided. Each Invoice shall include Attachment B

Submit all invoices to: Nevada County Sheriff's Office
Attn: Chief Fiscal Officer
SheriffFinanace@co.nevada.ca.us
Nevada City, CA 95959