

**AMENDMENT TO CONTRACT
BETWEEN THE COUNTY OF NEVADA AND SAMMIES FRIENDS
FOR
ANIMAL SHELTER MANAGEMENT SERVICES**

Nevada County Board of Supervisors Resolution No. 24-346

THIS AMENDMENT is executed this 1st day of July, 2025 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 July 1, 2024 by Resolution No. 24-346.

WHEREAS, the Parties desire to amend the Agreement to provide a three-month contract extension for Animal Shelter management services through September 30, 2025.

NOW, THEREFORE, the Parties hereto agree as follows:

1. This Amendment shall be effective as of July 1, 2025
2. That Section 2 Payment shall be increased by \$296,316 and changed to the following:
The amount of the contract shall not exceed One Million Three Hundred Ninety-Six Thousand Three Hundred and Sixteen Dollars (\$1,396,316).
3. That the following paragraphs shall amend each applicable section as described herein:

3.1 Section No. 3 Term

This contract amendment shall commence on July 1, 2025. All services required to be provided by this contract shall be completed and ready for acceptance no later than the **Contract Termination Date of:** September 30, 2025.

4. Exhibit A – Schedule of Services-

4.1 Section I-Shelter Services

Section d. shall be changed to the following:
Contractor must spay/neuter each animal prior to adoption in accordance with California Food and Agriculture Code section 30503.

Section e. shall be changed to the following:
In accordance with Hayden's Law, SB 1785, the Contractor must fulfill its obligations as stated.

4.2 Section II- Policies and Procedures shall be amended to include the following sections:

Section "o.":

Contractor understands that the County will not cover the costs of medical procedures or surgeries that exceed the full cost of \$500 per animal, and that any procedures or surgeries (excluding spay and neuter) that exceed \$500 per animal will be covered in its entirety as the Contractor's mission and is at their discretion and financial responsibility to determine whether to proceed.

Section "p.":

During the term of the contract, the Contractor must not rescue any animals from other entities unless Contractor's capacity is at or under 75% or unless the rescue is in the form of a trade, and both the Contractor and other rescue entity agree the trade will benefit both organizations.

5. Exhibit A-1- Sammie's Euthanasia Policy shall be amended by adding the following:

- 5.1 Section B - Animals with Severe Behavioral Issues – paragraph 7 shall be changed to the following:

Sammie's Friends shall post on the bulletin board of the Animal Shelter lobby a list of any animals that the Shelter intends to euthanize, not less than ten **business** days in advance of the intended euthanasia. If the animal to be euthanized has been deemed by the Shelter Management to be unadoptable due to behavioral or temperamental defects that pose a health or safety risk, any 501(c)(3) animal rescue or adoption organization wishing to receive the animal must sign an agreement that the organization will indemnify and hold Sammie's Friends, its officers, and employees harmless from any liability to that organization or third Parties that may subsequently receive or come into contact with the animal and provide the County with evidence of satisfactory liability and bite insurance. Sammie's Friends may waive the requirement of liability or bite insurance on a case-by-case basis and with written approval from the County Risk Manager.

- 5.2 Section B-Animals with Severe Behavioral Issues – paragraph 8 shall be changed to the following:

Any 501(c)(3) animal rescue or adoption organization that wishes to be informed of the scheduled euthanasia of an animal that has requested to be notified of such and provides a current email address shall receive notification by email of scheduled euthanasia by the Animal Shelter not less than ten **business** days in advance. In certain circumstances, unadoptable animals may be surrendered to a sanctuary or placed in another situation as determined through Sammie's Friends who will be the sole funding source for such decisions.

6. Exhibit B -Schedule of Charges and Payments, 2nd paragraph shall be amended as follows:

For the Services provided as set forth in Exhibit "A" above, the three-month extension from July 1, 2025 through September 30, 2025 shall not exceed \$296,316 for a total contract maximum not to exceed amount of \$1,396,316.

Payment Schedule shall be amended to add:

The contract payments associated with Amendment shall be made in two installments that each cover one and one-half months, and which shall be due payable within 30 days of invoice and approved by Contract Administrator.

The Payment Schedule below for the three-month extension period is inclusive of costs required to run the shelter. The payment set at one and one-half times the monthly fee is inclusive of services described in Exhibit A Schedule of Services, as well as standard animal care expenses (not to exceed \$500 per animal, excluding spay and neuter), staffing (overtime as approved by and agreed by the County), animal care and support materials such as bedding, food and nutrition and overhead costs. Additionally, if the monthly operating costs exceed the estimated allowance of \$89,500 per month, the County will pay the additional expenses up to \$27,816 over the extension period but no more than \$9,272 per month provided at the end of the month contingent upon receiving corresponding invoices and a detailed of the costs, which the Contract Administrator must approve.

<u>Payment Schedule</u>		
<u>Payment Allocation</u> <u>Date</u>	<u>Period Covered</u>	<u>Amount</u>
<u>07/01/2025</u>	<u>July 1, 2025 through</u> <u>August 14</u>	<u>\$134,250</u>
<u>08/15/2025</u>	<u>August 15 through</u> <u>September 30, 2025</u>	<u>\$134,250</u>

7. Attachment A, Nevada County Inventory shall be amended to include the following County provided inventory:
 - **Canine Kennels (Canine):** (1) Negative Air Machine, (2) Air Conditioners, and (3) XL Food Storage Containers
 - **Kitchen (canine):** New island with sink, and washer/dryer rolling platform
 - **Feline Facility:** (1) Negative Air Machine
 - **Other:** (5) wired racks to be used in outside connex storage container
8. 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 Heidi Hall
Chair, of the Board of Supervisors

ATTEST:

CONTRACTOR:

By: _____

Fran Cole
Fran Cole (06/05/2025 11:44 PDT)

Clerk of the Board of Supervisors, or designee

Fran Cole