



RESOLUTION No. 13-495

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING A FIRST AMENDMENT TO THE PERSONAL SERVICES CONTRACT BETWEEN THE COUNTY OF NEVADA AND SAMMIE'S FRIENDS TO INCREASE THE MAXIMUM CONTRACT AMOUNT AND AUTHORIZING AND DIRECTING THE AUDITOR-CONTROLLER TO AMEND THE ANIMAL CONTROL BUDGET FOR FISCAL YEAR 2013/14

WHEREAS, per Resolution 13-194 the Board approved a contract with Sammie's Friends to operate and administer the Nevada County Animal Shelter for the period beginning July 1, 2013, and ending June 30, 2018; and,

WHEREAS, the County has received and accepted a bequest from the Wilson Family Trust to be used for food and medical care of the animals under the control of Nevada County Animal Control; and,

WHEREAS, Sammie's Friends under its contract with the County, provides for the care and feeding of animals consistent with the terms of the Wilson Family Trust bequest; and,

WHEREAS, the County desires to allocate up to \$175,000 of the bequest from the Wilson Family Trust for the period beginning July 1, 2013, and ending June 30, 2018 to be exclusively used for food and medical care of the animals under the control of Nevada County Animal Control; and,

WHEREAS, the funds are not to be used for administrative, labor, overhead expenses, or other non-food/medical care expenses; and,

WHEREAS, the parties desire to increase the maximum contract amount by \$175,000 to reflect this allocation.

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

- 1) Approves the First Amendment to the Personal Services Contract to increase the maximum contract amount by \$175,000, from the current \$1,509,270 to a maximum contract amount not to exceed \$1,684,270, for the period beginning July 1, 2013, and ending June 30, 2018, in the form attached hereto.
- 2) Authorizes The Chair of the Board of Supervisors to execute the Amendment to the Contract, on behalf of the County of Nevada.
- 3) Directs the Auditor-Controller to release fund balance for Fund 1355 and amend the Animal Control 2013/14 budgets as follows:

0101-20704-156-1000/474000	\$17,000
1355-20704-156-1000/550700	\$17,000

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 12th day of November, 2013, by the following vote of said Board:

Ayes: Supervisors Nathan Beason, Edward Scofield, Terry Lamphier, Hank Weston, and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

DONNA LANDI
Clerk of the Board of Supervisors

By: Donna Landi

Hank Weston
Hank Weston, Chair

11/12/2013 cc: AC*
Sheriff*
SF

**AMENDMENT #1 TO THE CONTRACT WITH
SAMMIE'S FRIENDS**

THIS AMENDMENT is dated and is effective this 12th day of November, 2013, by and between Sammie's Friends, hereinafter referred to as "Contractor" and the COUNTY OF NEVADA, hereinafter referred to as "County". Said amendment will amend the prior agreement between the parties entitled Personal Services Contract, dated the 11th day of June, 2013 (Resolution #13-194).

WHEREAS, the parties entered into an agreement for Contractor to operate and administer the Nevada County Animal Shelter for the period beginning July 1, 2013, and ending June 30, 2018; and,

WHEREAS, the parties desire to amend the agreement to increase the Maximum Contract price by \$175,000 (maximum of \$35,000 per year) to utilize funds from the Wilson Family Trust for the period beginning and retroactive to July 1, 2013, and ending June 30, 2018 to be used exclusively for food and medical care of the animals under the control of Nevada County Animal Control. The funds are not to be used for administrative, labor overhead expenses or other non-food/medical care expenses; and,

WHEREAS, the parties desire and to allow for five (5) one-year extension, with prior agreement by both parties, with allocations from the Wilson Family Trust funds in the maximum amount of \$25,000 for each additional year, not to exceed the Wilson Family Trust balance.

NOW, THEREFORE, the parties hereto agree as follows:

- 1) That Section (sec. 2) Maximum Contract Price, shall be increased by \$175,000, to a Maximum Contract Price of \$1,684,270.
- 2) That Exhibit 'A' Schedule of Services and Exhibit 'B' Schedule of Charges and Payments, are hereby amended and replaced to read as set forth in Exhibit 'A' and 'B' attached hereto.
- 3) That in all other respects, the prior agreement of the parties shall remain in full force and effect except as amended herein.

CONTRACTOR:

Cheryl Wicks
Name: Cheryl Wicks
Title: President, Sammie's Friends
Dated: *November 12, 2013*

COUNTY OF NEVADA:

Hank Weston
Honorable Hank Weston
Chair, Board of Supervisors
Dated: *11-12-13*

Attest:

Donna Landi
Donna Landi
Clerk of the Board of Supervisors

EXHIBIT "A"

SCHEDULE OF SERVICES

Contractor agrees that it will at all times during the term of this Agreement, provide the County with shelter services in accordance with the provisions of Chapter IV of the General Code of the County pertaining to Humane Animal Control and the County's internal euthanasia policy, which is attached hereto as ATTACHMENT A and incorporated herein by reference.

Contractor agrees to operate and maintain the shelter located at 14647 McCourtney Road, Grass Valley, California ("Shelter") for the confinement, disposal, and handling of any and all animals, including but not limited to: strays, impounds, animals acquired through the Public Administrative process, animals held as evidence, animals to be held in quarantine, and owner-turn in, that may be picked up by NEVADA COUNTY ANIMAL CONTROL (NCAC), Sheriff's Office or delivered to said Shelter, as hereinafter provided, together with any and all apparatus and equipment, services, supervision, and labor necessary in order to perform said Shelter services.

County and Contractor shall comply with all applicable state law, Nevada County Ordinances and Nevada County Animal Control Regulations during the term of this Agreement.

- I. The Shelter services which the Contractor agrees to provide shall be limited to animals from the unincorporated areas of the County and shall include the following:
 - a. Contractor shall provide animals housed at the Shelter with adequate feed, water, shelter, space, care, treatment and transportation.
 - b. All Shelter services shall be provided in accordance with the Guidelines as written by the Association of Shelter Veterinarians for Standards of Care in Animal Shelter.
 - c. Contractor shall provide humane treatment of all animals while in the Shelter and shall provide basic first aid services including licensed veterinary care and DHPP / FVRCP vaccinations at the Contractor's expense. Veterinary services provided must meet federal and state statutory and regulatory requirements for the practice of veterinary medicine, including, but not limited to, the California Business and Professions Code, commencing with Section 4800, and the California Code of Regulations, commencing with Section 2000 of Title 16. Pursuant to California Code of Regulations Section 2035 of Title 16, Division 20. The supervising veterinarian shall be responsible for determining the competency of all employees, registered or otherwise, involved in the veterinary care of animals at the Shelter and shall make all decisions related to diagnoses, treatment, management, and future disposition of all animal patients while under the care of veterinarian. Any delegation of animal health care tasks by the supervising veterinarian to employees shall only occur after the supervising veterinarian has examined the

- animal patient, and shall provide adequate supervision to insure that all delegated treatment and care is performed in a satisfactory manner.
- d. In accordance with Hayden's law, all dogs and cats shall be spayed/neutered prior to adoption.
 - e. Contractor shall provide County with a written copy of an adoption program that will seek humane, compatible, and permanent homes for animals. Contractor will maintain a documented adoption procedure and maintain complete records of all adoption attempts and placements.
 - f. A minimum of 28 separate dog kennels and 37 separate cat cages must be available and maintained at the Shelter. Cat cages must be separated from dog kennels. All quarters must be sanitized and cleaned daily.
 - g. Each day, the Contractor will collect and properly dispose of all animal refuse, manure or other animal waste.
 - h. Every effort should be made to ensure same species animals are separated by sex. On occasion, altered animals, previously housed together peacefully will be allowed to share a quarters.
 - i. Adoption animals will be separate from hold-stray animals. On occasion, altered animals, previously housed together peacefully will be allowed to share a quarters, but with prior approval of the Animal Shelter Director.
 - j. Quarantine kennels will be separate from all other kennels.
 - k. The Shelter shall have the ability to shelter other animals, including but not limited to livestock, birds, rodents, snakes and exotic animals.
 - l. Contractor will provide NCAC/Sheriff's Office personnel with 24/7 access to the Shelter for the purpose of housing an animal secured after hours.
 - m. All animals shall have County-approved disposition/identification cards attached to the kennels or cages. The cards will indicate the breed, color, sex, age, information, date the animal was received and a file reference number.
 - n. The Contractor shall be responsible for the enforcement of the quarantine for a ten-day (10-day) period of any animal which has bitten a person and shall document and monitor all animals under quarantine in accordance with state law, Nevada County Ordinances and Nevada County Animal Control Regulations.
 - o. Contractor shall immediately report to Animal Control the illegal, unauthorized or accidental release of any animal from the Shelter and shall immediately take any actions reasonably necessary to ensure the safe return of the animal to the Shelter.
 - p. Contractor shall be responsible for the humane euthanasia of any animal using methods conforming to the State of California's euthanasia policy and the County's euthanasia policy (ATTACHMENT A), if euthanasia is required for reasons of public safety or welfare or animals that are irremediably suffering from injury or illness. Euthanasia will be accomplished by lethal injection. At least one designated staff must be trained and certified to administer controlled euthanasia solutions. Contractor is responsible for provision of euthanasia solution.

- q. In accordance with Public Health regulations, Contractor will properly store all animal carcasses until such time as the carcasses are removed from the Shelter.
- r. Contractor will purchase and maintain an adequate inventory of all consumable supplies and equipment necessary to conduct Shelter operations.

II. Shelter Hours

Contractor shall keep the Shelter open to the public at least six (6) days per week for 24 hours per week; provided however, Contractor have the right to determine the hours each day that the Shelter will be open to the public. The Shelter may be closed to the public on Sundays and County holidays. County recognizes that, on occasion, circumstances beyond the control of the Contractor may arise that require reduced service hours. When these events occur the Contractor will notify the public via a recorded phone message and signage at the Shelter of the date and time that the Shelter will reopen. The Contractor will notify the County within 24 hours of any unscheduled closure and report the reasons for closure and projected time the Shelter will reopen to the public.

III. Records/Inventory/Reports

- a. Contractor shall maintain complete records of all animals delivered to the Contractor by NCAC, an owner, other government Agency or a member of the public. After three years, the Contractor shall transfer all such records to the Sheriff's Department who will be responsible for document retention in accordance with the County's document retention policy. All such documents and records shall remain the property of Nevada County and any other use, release, outside of providing shelter services pursuant to this contract, shall require the prior approval of the County.
- b. Contractor shall maintain and submit to the County a detailed inventory of all animals delivered to the Contractor by the 5th of each month. The detailed inventory shall include the following:
 - i. Type of animal, breed, sex, license tag number (if available), microchip information (if available), date the animal was received, from whom the animal was received (designated as: Owner, County, other government agency, member of public), owner's name (if available), and the final disposition of the animal, date of disposition, any associated fees collected and any spay and neuter vouchers issued. The report will also include service information, euthanasia, licenses issued, impounds, and other programmatic statistics that may be identified by the County. The report shall be in the form set forth in ATTACHMENT B.
- c. County and Contractor agree that any software system to be implemented will be reviewed by both parties in an attempt to meet the needs of both parties. If the

system is to be used by both parties, that the system meets the needs of both parties in terms of capabilities, cost and confidentiality.

- d. Contractor shall have access to historic financial and animal records by making a formal request in writing to the Sheriff's Office. Records shall be provided as long as they are available within ten days.

IV. Volunteer Program:

- a. Contractor may operate a volunteer program. The Contractor shall properly screen and train volunteers assisting at the Shelter. All volunteers must be supervised by an employee of the Contractor designated to perform this supervision. All volunteers shall execute, as a condition of their participation, a waiver of County liability, in the form and content acceptable to the County.
- b. The volunteer program is operated under Sammie's Friends. The County is not responsible for the recruitment, supervision or oversight of the volunteers.

V. Collection of County Fees

- a. Contractor may collect license and impound fees on behalf of the County and as directed by the County and in accordance with the requirements set forth by the County Auditor-Controller, according to the adopted County fee schedule set forth in ATTACHMENT C attached hereto, which schedule may be periodically amended by the Nevada County Board of Supervisors.
- b. Contractor may sell and issue dog licenses to the citizens residing in the unincorporated areas of the County in accordance with the NCAC procedure for issuing licenses and the adopted County fee schedule set forth in ATTACHMENT C attached hereto, which schedule may be periodically amended by the Nevada County Board of Supervisors.
- c. County will allow Contractor access to a future County Licensing System for the processing of animal licensing.
- d. Contractor shall collect the requisite sums for rabies vaccination where required and license fee for all dogs returned to owner or adopted if their dog is four months of age or older, according to the adopted County fee schedule set forth in ATTACHMENT C attached hereto, which schedule may be periodically amended by the Nevada County Board of Supervisors.
- e. Contractor shall present any proposed changes to the County fee schedule, together with appropriate justification for the changes, to the Sheriff's Office, County Executive Office and Auditor-Controller for review and recommendation to the Nevada County Board of Supervisors.

VI. COUNTY RESPONSIBILITIES

- a. County shall provide Contractor with full use of the Shelter facilities located at 14647 McCourtney Rd., Grass Valley, CA 95949, as shown in the Site Plan attached hereto as ATTACHMENT D (“Premises”). The Shelter facilities are comprised of a 3,294 square foot building (“Building”) and the grounds appurtenant to the Building to the extent such grounds are used for and necessary to the operation of the Building. Contractor shall comply with all terms and conditions regarding its use of the Shelter facilities as set forth in EXHIBIT C attached hereto and incorporated herein by reference.
- b. County shall provide all templates required by Contractor for intake, medical treatment, adoption, redemption, rescue, and spay and neuter certificates for the Shelter. If specific reporting and documentation procedures are required, County shall provide training on these procedures.
- c. County shall retain the duties and financial responsibilities for removal and transport of animal carcasses, after such carcasses are removed from the shelter.
- d. County shall retain the duties related to the testing for rabies in animals that show signs of the disease, as required by State Law, subject to the Nevada County Public Health policy.
- e. Certain equipment used in the operation of the shelter shall remain in the shelter for use by Contractor. Maintenance and replacement of said equipment is addressed in ATTACHMENT E and is the responsibility of the Contractor.
- f. NCAC/Sheriff’s Office will coordinate with Contractor to assure that animals brought in by NCAC/Sheriff’s Office will be accommodated and housed properly at the Shelter. In the event that a large number of animals are brought into the Shelter at any one time, NCAC will work collaboratively with the Contractor to find proper placements for said animals.
- g. For animals that are being housed as evidence in a criminal case, Contractor is responsible for providing proper board and care for the first 150 animal boarding days for such animals. The number of boarding days shall be calculated for each separate evidentiary case, regardless of the number of animals to be sheltered, beginning with the date on which the first animal is delivered to the Contractor for each single evidentiary case. Any and all animals delivered to the Contractor for a single evidentiary case shall be counted against the same 150 animal boarding days, regardless of when they are brought in. After the first 150 animal boarding days for each evidentiary case, the County will pay 50% of actual cost of board and care fees for such animals until the animals are released, surrendered, or become property of the Animal Shelter. Any one time cost for services other than board and care that exceeds \$500 must be approved by the undersheriff or designee prior to incurring said cost.

To provide further clarification on the intent of the contract the following example has been provided:

Five (5) animals are brought in on 8-1-13 to 8-22-13 = 110 animal days

Three (3) more animals are brought in on 8-10-13 = 36 animal days

Two (2) more animals are brought in on 8-17-13 = 10 animal days

Total: 156 animal days

Under this example, starting on 8-23-13 the County would be responsible for 50% of actual charges incurred for the animals care from that day forward until the situation is resolved by the Courts.

VII. Miscellaneous

- a. The County reserves the right to make inspections of the Shelter at any time, with or without notice, to assure compliance with the scope of work and ensure the animals are cared for in a humane manner.
- b. County and Contractor agree to act in a professional manner at all times.
- c. County will pay University of California Davis Veterinary Medicine, Shelter Medicine Program to provide a program review of Shelter operations every three years. The review findings will be used as a tool to enhance and protect the health of Shelter animals and enhance Shelter operations.
- d. This contract may be renewed for up to five (5) additional one (1) year extensions at the discretion of the Board of Supervisors, and upon agreement of both parties. The County will provide contractor written notification with intent to renew the contract or to solicit Request for Proposals (RFP) by January 1, 2018, and on January 1st of subsequent years of any extensions. The County may allocate a maximum of \$25,000 from the Wilson Family Trust funds for each annual extension.
- e. Contractor shall provide the most recent copy of the Contractor's IRS Form 990 and annual financial statements. These statements are due to the County within thirty (30) days of execution of the Contract, and annually thereafter by May 15.
- f. The budget is based on a baseline of 1,500 animals that are sheltered per fiscal year. If the number of animals cared for exceeds the baseline, the reimbursement for the additional animals may be negotiated within 45 days after receiving written notification from the Contractor to the County.

EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

The maximum amount of payment made under this contract shall be comprised of an operational maximum and a maximum from the Wilson Family Trust, as detailed below, with the total of all payments under this contract, for the period of July 1, 2013 through June 30, 2018, not to exceed \$1,684,270.

- A. For general operations and administration, the maximum amount of payment made under this contract for fiscal year 2013-14 shall not exceed \$290,019 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, 2013.

i. July 1, 2013	\$290,019
ii. July 1, 2014	\$295,819
iii. July 1, 2015	\$301,736
iv. July 1, 2016	\$307,770
v. July 1, 2017	\$313,926

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

- C. For the Wilson Trust payments, the maximum amount of payment from the designated funds made under this contract for fiscal year 2013-14 shall not exceed \$35,000 per year, beginning July 1, 2013, and ending June 30, 2018. Wilson Family Trust to be exclusively used for food and medical care of the animals under the control of the Nevada County Animal Control. The funds shall not be used for administrative, labor, overhead expenses, or the like. The invoices received from contractor shall clearly indicate those expenditures for which Wilson Family Trust funds are to be used.

i. Retroactive to July 1, 2013	\$35,000
ii. July 1, 2014	\$35,000
iii. July 1, 2015	\$35,000
iv. July 1, 2016	\$35,000
v. July 1, 2017	\$35,000

BILLING AND PAYMENT

Contractor shall submit an invoice to County by the 15th of each month following the month services are to be rendered. Each invoice shall include ATTACHMENT B, and shall clearly designate operational/administrative expenses (A. above) and Wilson Trust expenses (C. above).

Invoices are to be submitted to:

Nevada County Sheriff's Office
Attention: Fiscal Unit
Post Office Box 1210
Nevada City, California 95959

**CONTRACT EXPENDITURE BREAKDOWN
DESCRIPTION EXPENSE**

		Year One	Year Two	Year Three	Year Four	Year Five
		FY 13/14	FY 14/15	FY15/16	FY 16/17	FY 17/18
<u>SALARIES AND BENEFITS</u>						
PERMANENT FULL TIME SALARIES						
Position 1	Shelter Director	65,000	66,300	67,626	68,979	70,358
Position 2	Office Manager	35,000	35,700	36,414	37,142	37,885
Position 3	Shelter Coordinator	41,500	42,330	43,177	44,040	44,921
Position 4	Shelter Associate	35,500	36,210	36,934	37,673	38,426
TEMPORARY OR PART TIME SALARIES						
Position 1	Shelter Attendant	0	0	0	0	0
BENEFITS						
Insurance, etc.		22,500	22,950	23,409	23,877	24,355
WORKER'S COMP		17,000	17,340	17,687	18,041	18,401
TELEPHONE SERVICE						
Standard Phone Expense	Provider	1,000	1,020	1,040	1,061	1,082
Cell Phone Service	Provider	0	0	0	0	0
<u>Refuse Disposal</u>						
Trash Pick-up	Dump Fees	500	510	520	531	541
DOTS - Semi-Annual Waste Fee	DOTS (JE)		0	0	0	0
<u>Household Expense – Other</u>						
Cleaning Supplies/Office	Janitorial Supplies	3,000	3,060	3,121	3,184	3,247
Drinking water	Gold Country	500	510	520	531	541

	Water					
Disinfectant/Foaming		2,500	2,550	2,601	2,653	2,706
INSURANCE						
Liability – General		4,000	4,080	4,162	4,245	4,330
Liability – Auto		1,000	1,020	1,040	1,061	1,082
MAINT - BLDGS& IMPROV						
Routine Maintenance		2,000	2,040	2,081	2,122	2,165
Other - add as needed			0	0	0	0
MEMBERSHIPS:						
State Humane Assn.		0	0	0	0	0
Other - add as needed		0	0	0	0	0
MEDICAL, DENTAL & LAB (For People)						
First Aid Kits	Replenish	150	153	156	159	162
Other - add as needed		600	612	624	637	649
OFFICE EXPENSE						
Office Supplies		500	510	520	531	541
Printing Supplies		1,000	1,020	1,040	1,061	1,082
Subscriptions - Magazines, etc.		0	0	0	0	0
Copies		250	255	260	265	271
Miscellaneous		250	255	260	265	271
POSTAGE						
US Postal Service	Postage	400	408	416	424	433
UPS/FED EX	Shipping		0	0	0	0
COMPUTER SOFTWARE AND LICENSES						
Upgrade Software		500	510	520	531	541
New License software		200	204	208	212	216

Other - add as needed			0	0	0	0
COMPUTER AND RELATED EQUIPMENT						
New computers		0	0	0	0	0
Printers		0	0	0	0	0
Miscellaneous		0	0	0	0	0
			0	0	0	0
PROFESSIONAL SERVICES						
Accounting & Audit			0	0	0	0
Technical services			0	0	0	0
Contract Vet Services		29,319	29,905	30,503	31,114	31,736
Vet Services for Injured/Sick Shelter Animals		0	0	0	0	0
Emergency Vet Services			0	0	0	0
Transport & Service		500	510	520	531	541
Placer County Public Health Labs	Rabies Testing	0	0	0	0	0
Sharps Needle Disposal		400	408	416	424	433
Euthanasia		250	255	260	265	271
Bank and payroll fees		1,800	1,836	1,873	1,910	1,948
SPEC DEPT EXPENSE						
Storage Containers			0	0	0	0
Transport Cages		200	204	208	212	216
Cat Litter/Cat Pan Liners/Litter Boxes		3,000	3,060	3,121	3,184	3,247
Leashes and Collars		500	510	520	531	541
Dog Food		2,500	2,550	2,601	2,653	2,706
Cat Food		3,300	3,366	3,433	3,502	3,572
Other Food		2,500	2,550	2,601	2,653	2,706
Feed and Supply Items		200	204	208	212	216

Feeding Bowls		250	255	260	265	271
Lethal injection Drugs			0	0	0	0
Cleaning Supplies Cages and Kennels		400	408	416	424	433
Grooming Supplies		150	153	156	159	162
Beds and Bedding		250	255	260	265	271
Flea and Tick Treatment		250	255	260	265	271
Heartworm Medicine		1,000	1,020	1,040	1,061	1,082
Medical Items not in Professional Services	detail required		0	0	0	0
Sales Tax		1,300	1,326	1,353	1,380	1,407
Remittance of Impound/License Fees		0	0	0	0	0
Miscellaneous		0	0	0	0	0
Reserve		0	0	0	0	0
VEHICLES						
Fuel Costs		550	561	572	584	595
Repair & Maintenance		550	561	572	584	595
UTILITIES						
Electricity		3,500	3,570	3,641	3,714	3,789
Propane		2,500	2,550	2,601	2,653	2,706
TOTAL EXPENSE		290,019	295,819	301,736	307,770	313,926

Wilson Family Trust						
Vet Services for Injured/Sick Shelter Animals, Emergency Vet Services, food		35,000	35,000	35,000	35,000	35,000
Total		35,000	35,000	35,000	35,000	35,000

Contract Total		325,019	330,819	336,736	342,770	348,926
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