

**THIRD AMENDMENT TO PERSONAL SERVICES CONTRACT WITH SAMMIE'S FRIENDS
REGARDING OPERATION AND ADMINISTRATION OF THE NEVADA COUNTY ANIMAL
SHELTER**

THIS AMENDMENT is executed this 27th day of June 2017, by and between Sammie's Friends hereinafter referred to as "Contractor" and the COUNTY OF NEVADA hereinafter referred to as "County." This Amendment will amend the Personal Services Contract between the parties dated June 11, 2013 (Resolution #13-194), and as previously amended twice on November 12, 2013 (Resolution #13-495) and on December 2, 2014 (Resolution #14-539).

WHEREAS, the parties entered into an agreement on June 11, 2013, for contractor to operate and administer the Nevada Country Animal Shelter for the period beginning July 1, 2013, and ending June 30, 2018; and

WHEREAS, the parties amended the agreement on November 12, 2013, to increase the Maximum contract price by \$175,000 (maximum of \$35,000 per year) to utilize funds from the Wilson Family Trust; and

WHEREAS, the parties amended the agreement on December 2, 2014, to include a commercial modular facility within the definition of "Shelter Facilities" and "Shelter premises" to be used by the Contractor to operate and administer the Nevada County Animal Shelter and reduce the payments owed by the County to Contractor in the amount of \$108 per month commencing January 1, 2015; and

WHEREAS, the parties desire to amend the agreement to increase the Maximum contract amount by \$80,000 to cover increased costs for a total allocation of \$392,630 in the Contract's fifth year to operate and administer the Nevada County Animal Shelter.

NOW THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. The effective date of this Third Amendment is July 1, 2017.
2. Personal Services Contract, Section "2," is amended to increase the Maximum Contract Price by \$80,000 to a Maximum Contract Price of \$1,764,270.
3. Exhibit "B," Schedule of Charges and Payments, shall be amended to increase the total maximum payments under this contract by \$80,000 to a Maximum Contract Price of \$1,764,270.
4. Exhibit "B," Schedule of Charges and Payments, Section "A," Subsection "v," is amended to increase the allocated funds for July 1, 2017 to \$392,630.
5. Exhibit "B," Schedule of Charges and Payments, Contract Expenditure Breakdown Description Expenses, Column Year 5, FY 17/18 shall be amended to reflect a recommended increase expenditure breakdown by Class I and Class II Expenditures with recommended allocations per sub-classifications for a total of \$392,630 as follows:

Year 5 Expense Allocation

FY 17/18

Class I	
Salaries	\$200,000
Benefits	\$25,000
Workers Compensation	\$20,000
Total Class I Expenses	\$245,000
Class II	
Telephone Service	\$11,479
Refuse Disposal	\$4,000
Household Expenses - Other	\$8,800
Insurance	\$5,905
Maintenance - Building & Improvements	\$1,500
Medical, Dental & Lab (for people)	\$600
Office Expenses	\$4,000
Postage	\$500
Computer Software and Licenses	\$757
Computer & Related Equipment	\$2,000
Professional Services	\$42,000
Special Department Expenses	\$49,884
Vehicles	\$1,100
Utilities	\$15,105
Total Class II Expenses	\$147,630
Total Expenses	\$392,630

6. Exhibit "A," Schedule of Services, Section III. Records/Inventory/Reports, shall be amended to add in subsections "e," "f," and "g" that shall read as follows:

e. Contractor shall perform an annual Financial Agreed Upon Procedure (AUP) as prescribed by the Auditor-Controller in collaboration with the County Executive Officer (CEO) and Animal Control Operations. This may be done in conjunction with the annual financial review or audit for cost effectiveness. The AUP must be performed by a Certified Public Accountant, licensed and in good standing with the State of California.

f. As a minimum requirement, Contractor shall conduct a financial review each year, with a financial statement audit every three (3) years. All reviews and audits are to be performed by a Certified Public Accountant, licensed and in good standing with the State of California.

g. Contractor shall report all revenues derived by the County Fee Schedule adopted by the Board, to be included with the monthly Shelter Report. This information can be provided in a different form agreed upon by both parties.

7. That in all other respects the prior agreement of the parties, as previously twice amended, shall remain in full force and effect except as amended herein.

NEVADA COUNTY:

Dated: _____

By: _____
Honorable Hank Weston
Chair of the Board of Supervisors

CONTRACTOR:

Dated: _____

By: _____
Cheryl Wicks
Sammie's Friends

ATTEST:

CLERK OF THE BOARD

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

APPROVED AS TO FORM:
COUNTY COUNSEL

By: _____
Alison Barrett Green
County Counsel