



# RESOLUTION No. 17-364

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION APPROVING THE THIRD AMENDMENT TO THE PERSONAL SERVICES CONTRACT BETWEEN THE COUNTY OF NEVADA AND SAMMIE'S FRIENDS FOR THE OPERATION AND ADMINISTRATION OF THE NEVADA COUNTY ANIMAL SHELTER

WHEREAS, the County entered into a Personal Services contract on June 11, 2013 with Sammie's Friends, for Sammie's Friends to operate and administer the Nevada County Animal Shelter for a period beginning July 1, 2013, and ending June 30, 2018 (Resolution 13-194); and

WHEREAS, the Agreement was amended 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 (Resolution 13-495); and

WHEREAS, the Agreement was amended on December 2, 2014 to include a commercial modular facility within the definition of "Shelter facilities," and "Shelter premises," to be used by Sammie's Friends for the operation and administration of 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 (Resolution 14-539); and

WHEREAS, the County and Sammie's Friends 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; and

WHEREAS, the County and Sammie's Friends desire to formalize the process for audits and financial reporting by amending Exhibit A.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors, of the County of Nevada, State of California, hereby approves in the form attached hereto, the Third Amendment to the Personal Services Contract between the County of Nevada and Sammie's Friends for the operation and administration of the Nevada County Animal Shelter, and the Chair of the Board is hereby authorized to execute the Amendment on behalf of the County of Nevada.

Funding: 0101-20704-156-1000 / 521520

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 27th day of June, 2017, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Hank Weston, Chair

6/27/2017 cc: Sheriff\*  
AC\* (Hold)

7/5/2017 cc: Sheriff\*  
AC\* (Release)  
SF

**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 27<sup>th</sup> 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  |

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|                               |                  |
|-------------------------------|------------------|
| <b>Total Class I Expenses</b> | <b>\$245,000</b> |
|-------------------------------|------------------|

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### 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 |

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|--------------------------------|------------------|
| <b>Total Class II Expenses</b> | <b>\$147,630</b> |
|--------------------------------|------------------|

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|                       |                  |
|-----------------------|------------------|
| <b>Total Expenses</b> | <b>\$392,630</b> |
|-----------------------|------------------|

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: 7/5/2017

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

CONTRACTOR:

Dated: 6/30/17

By: Cheryl Wicks  
Cheryl Wicks  
Sammie's Friends

ATTEST:

CLERK OF THE BOARD

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

APPROVED AS TO FORM:  
COUNTY COUNSEL

By: Alison Barrett Green  
Alison Barrett Green  
County Counsel