

AGREEMENT FOR SERVICES #008-F1511, #6512
AMENDMENT I
Animal Services

This First Amendment to that Agreement for Services formerly numbered #008-F1511, renumbered to be #6512, is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County" or "Contractor") and City of South Lake Tahoe, an incorporated city in the State of California (hereinafter referred to as "City").

RECITALS

WHEREAS, City has need for, and Contractor has been engaged by City to supply animal control services within the boundaries of the City for the purpose of enforcing State laws and City animal control ordinances (South Lake Tahoe City Municipal Code, Animal Control), and providing animal sheltering services on behalf of the City in accordance with Agreement for Services #008-F1511, dated August 26, 2014, renumbered #6512, and incorporated herein and made by reference a part hereof:

WHEREAS, the parties hereto have mutually agreed to amend **Article I, "Scope of Services;"**

WHEREAS, the parties hereto have mutually agreed to annual additional fees for Capital Improvements and Deferred Maintenance of the facility involved in said Agreement, hereby amending **Exhibit A;**

WHEREAS, the parties hereto have mutually agreed to amend **Article VII "Independent Contractor/Liability;"**

WHEREAS, the parties hereto have mutually agreed to add **Article XXIII, "Executive Order N-6-22 – Russia Sanctions," Article XXIV, "Counterparts," and Article XXV, "Electronic Signatures;"** and

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this Amendment I to that Agreement #008-F1511, also known as Agreement #6512.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #008-F1511, renumbered #6512, shall be amended a first time as follows:

City of South Lake Tahoe

- 1) Article I shall be amended in its entirety to read as follows:

ARTICLE I

Scope of Services: County agrees to:

- A. Provide animal control services at and within the boundaries of the City for the purpose of enforcing State laws, City Animal Control Ordinances (South Lake Tahoe City Municipal Code, Animal Control), effectuating quarantines in accordance with California Code of Regulations for rabies control, and for the purpose of maintaining a County Animal Shelter at Shakori Drive in South Lake Tahoe.
- B. Provide full field services response to citizen Calls For Service eight (8) hours per day seven (7) days a week (8 a.m. to 5 p.m.), excluding County holidays (refer to the County of El Dorado's website at <http://www.edcgov.us> and search for "Holiday Schedule"). Response to the following will be subject to officer availability and prioritization of calls:
1. Rabies quarantine investigations;
 2. Humane investigations;
 3. Vicious animal Calls For Service; and
 4. Field services including but not limited to:
 - a. Stray animal impound;
 - b. Removal of dead animals from City roadways; and
 - c. Enforcement of all State and City codes dealing with animals on behalf of City.
- C. Maintain an animal shelter with general shelter services available to the public during the hours shown below:
1. Hours open to the public:
 - a. Monday through Saturday: 9:30 a.m. to 12:00 p.m. and 1:00 p.m. to 4:30 p.m.
 - b. Sundays and County Holidays: Closed.
 2. Provide stand-by services on County holidays and outside work hours as defined in the above Section A, to respond to emergency calls relating to:
 - a. Sick and injured animals;
 - b. Unconfined aggressive animals posing a threat to public safety;
 - c. Loose livestock on City roadways;
 - d. Impoundment of animal(s) pursuant to an owner's arrest by a law enforcement agency; and
 - e. Mutual aid response involving law enforcement or fire related activities. However, County retains the right to modify the shelter's hours and/or the staff is available outside the shelter's hours, at its sole discretion, due to unforeseen events (e.g., events of nature/extreme weather, major animal services activity requiring all staff participation, change in staffing levels, emergency/disaster response, etc.)
- D. Collect and Account for Fees, Penalties, and Surcharges. County will:
1. Collect fees and penalties as determined by County and as modified from time to time by resolution of the Board of Supervisors and collect any reasonable surcharges as determined by City, as set forth in Item 2 below.
 2. The rates charged for the animal control services described herein shall be the greater of the rate set by the City Manager or the County Board of Supervisors and shall be in accordance with related City and County Resolutions or Ordinances. In the event the City Manager approves a City surcharge on the County's rates, City shall provide

County with written notice of the imposed surcharge and reference to the City Resolution or Ordinance authorizing said surcharge. City requests that County apply the collected fees and surcharges to each quarterly invoice as defined in the herein Article titled "Compensation for Services."

2) Article III shall be amended in its entirety to read as follows:

ARTICLE III

Compensation for Services:

- A. Determination of Annual Compensation: The annual compensation to be paid by City for the services described herein shall be calculated based on City's full share of the net cost of operations associated with services provided by County to City, as defined in "Compensation for Services Methodology," and the agreed upon fee for ongoing Capital Improvements and Deferred Maintenance, attached hereto as Exhibit A and incorporated by reference herein.
1. County shall notify City of preliminary, estimated annual compensation to be paid by City to County on or before July 1 of each year, commencing July 1, 2014.
 2. By October 1 of each year, commencing October 1, 2014, County shall notify City of the adopted County budget for animal control services at and within the boundaries of the City for the purpose of enforcing State laws, City Animal Control Ordinances, and for the purpose of maintaining a County Animal Shelter at Shakori Drive. County shall submit quarterly invoices to City based on that adopted annual budget amount pending reconciliation of actual net cost of operations as determined pursuant to this Article III.
 3. On an annual basis, County shall review actual workload indicators utilized in the compensation methodology and actual net cost of operations through the third quarter of each fiscal year and, in consideration of this data and other pertinent information, shall project estimated net cost of operations through the end of the fiscal year. This updated fiscal year end projection shall be submitted to City for consideration by May 30 of each year this Agreement is in effect.
 4. Written notice of the final annual compensation applicable to the prior County fiscal year, based on the methodology in Exhibit A (but using actual workload and net cost data for the completed fiscal year), shall be submitted to City by September 15 of each year this Agreement is in effect, commencing with September 15, 2015. This notice will establish the final annual compensation amount due from City and shall serve as the invoice for the final quarter (April – June) of that fiscal year.
 5. If the compensation amount paid by the City for the fiscal year period exceeds the final annual compensation amount pursuant to Article III, County shall notify the City by September 15. County shall refund the overpayment by check if requested by City within thirty (30) days of receipt of notice of the final annual compensation applicable to the prior County fiscal year or apply the overpayment as a credit toward the following Fiscal Year Agreement.
 6. County shall maintain any and all ledgers, impound records, calls for service records, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to County for services provided pursuant to this Agreement.

Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, any time during regular business hours, upon written request by City Manager, City Attorney, City Auditor, or designated representative of these officers. Copies of such documents shall be provided to City for inspection at City Offices when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at County's address indicated for receipt of notices in this Agreement.

B. Payment:

1. For services provided herein, City agrees to pay County within thirty (30) days of receipt of each quarterly invoice from County. Each invoice shall represent twenty-five percent (25%) of City's preliminary annual compensation amount as reflected in the written estimate provided to City as set forth in Article III A.1., until such time as the agreed-upon reconciliation occurs pursuant to the Article titled "Compensation for Services" herein.
 2. County agrees to collect and account for County's fees and City's surcharge(s), as defined in Article I, Section D, imposed on City residents which raise total animal service fees for City residents above those adopted by the County. County shall retain any such surcharge amounts collected and shall apply surcharges collected Article titled "Scope of Services," herein, to the overall invoices submitted to City quarterly.
- C. Meetings regarding compensation shall be held at the request of either County or City, as needed.

3) Article VII is hereby amended in its entirety to read as follows:

ARTICLE VII

Independent Contractor/Liability:

The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

City may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but City will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits City provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. City is not responsible for withholding, and shall not withhold, Federal
City of South Lake Tahoe

Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to City employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the City or incur any obligations on behalf of the City with regard to any matter and shall not make any agreements or representations on the City's behalf.

4) XXIII is hereby added to read as follows:

ARTICLE XXIII

Executive Order N-6-22 – Russia Sanctions:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. This Agreement is funded by state funds and accordingly, should the County determine City is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The County shall provide City advance written notice of such termination, allowing City at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

5) XXIIIV is hereby added to read as follows:

ARTICLE XXIV

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

6) XXV is hereby added to read as follows:

ARTICLE XXV

Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

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City of South Lake Tahoe

7) Exhibit A is hereby amended in its entirety to read as follows:

EXHIBIT A

COMPENSATION FOR SERVICES METHODOLOGY

City of South Lake Tahoe

A. Calculation of Share of Services Provided to City (based on workload):

1. For purposes of this Agreement, the share of services provided to City will be calculated based upon two primary workload indicators as recorded in the County Animal Services' Chameleon database (or any replacement database that may be implemented by County Animal Services during the term of this Agreement):
 - a. Animal impounds, and
 - b. Calls for Service, also referred to as "Activities."
2. Impounds and Calls For Service are attributed to City or County, as applicable, based on the location of the animal owner's residence; or if the owner cannot be identified, the impound or Calls For Service is attributed to either the City or County based on the activity/incident location (i.e., where the Animal Services staff pick up an animal or respond to a Calls For Service). City will be deemed to include all areas within the City limits/boundaries and County will be deemed to include all unincorporated areas of the County in the Tahoe basin.
3. City's percentage share of workload, and associated services, will be calculated based on the latest complete fiscal year activities by dividing the combined total number of animal impounds and Calls For Service attributed to City by the combined total number of animal impounds and Calls For Service for the entire South Lake Tahoe basin (City and unincorporated County areas). The following sample table demonstrates this calculation using actual data for the period July 1, 2021 through June 30, 2022:

FY 2021-22 YTD (July 1, 2021 - June 30, 2022)					
Type of Service	City of South Lake Tahoe	% of Total	Unincorporated South Lake Tahoe	% of Total	Total
Animals Impounded	175	71.7213%	69	28.2787%	244
Calls for Service (CFS)	1,824	64.5435%	1,002	35.4565%	2,826
Total	1,999	65.1140%	1,071	34.8860%	3,070

Caldor Fire related services have been removed from the above total, as shown below.

City of South Lake Tahoe (SLT)	East Slope- SLT Unincorporated
Impounds total: 401 - 226 Caldor Fire = 175	Impounds total: 132 - 63 Caldor Fire = 69
CFS total: 1,945 – 121 Caldor Fire = 1,824	CFS total: 1,120 - 118 Caldor Fire =1,002

B. Calculation of Net Cost of Operations and Share Attributable to City.

1. By October 1 of each year, County will adopt an annual budget (expenditures and revenues) that shall address animal services operations for the entire South Lake Tahoe basin for the new fiscal year period (July 1 through June 30). The total expenditure budget, minus the total revenue budget (excluding anticipated revenue from City under this Agreement, and General Fund support provided by County), establishes the total net cost of operations to be shared by City and County. The total net cost of operations, multiplied by the City’s percentage share of services (based on workload data for the most recent completed fiscal year, using the methodology above), produces the City’s full share of the cost of operations.
2. The following table demonstrates calculation of the City’s estimated full share of the net cost of operations for County Fiscal Year 2022-2023:


Estimated full share of net operating costs for 2022-23

Budgeted Expenditures	\$1,327,270
Less Revenue (sources other than City or County funds)	(\$147,408)
Net Cost of Operations	\$1,179,862
Multiplied by City’s share of workload as calculated for 2021-22 above	65.1140%
Full Cost of estimated FY 2022-23 Operations attributable to City	\$768,255.34

3. In addition to the above-mentioned share of costs, City agrees to pay their share of an estimated flat amount of \$53,780 for Capital Improvements and Deferred Maintenance of the facility. The actual amount charged shall be based on the City’s share of annual expenses calculated according to the estimated call volume. This amount shall be in addition to any non-capital improvement projects. All funds collected for Capital Improvements and Deferred Maintenance shall be held in a Special Revenue fund.
4. Development of the preliminary and final annual compensation amount applicable to each fiscal year will be pursuant to the Article titled “Compensation for Services” contained in this Agreement.
5. To the extent that the budgeted expenditures are increased in any Fiscal Year due to increases in budgeted expenses, including, but not limited to, retirement, medical or salary increases, the City may increase its fees, and the County agrees to collect any increased fees imposed by the City for services provided under this Agreement and pursuant to the Article titled “Scope of Services” contained in this Agreement.


Except as herein amended, all other parts and sections of that Agreement #008-F1511, newly renumbered #6512, shall remain unchanged and in full force and effect.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: 
Henry Brzezinski (Dec 19, 2022 19:31 PST)
Henry Brzezinski
Manager of Animal Services
Health and Human Services Agency

Dated: 12/19/2022

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: 
Olivia Byron-Cooper (Dec 20, 2022 05:34 PST)
Olivia Byron-Cooper, Interim Director
Health and Human Services Agency

Dated: 12/20/2022

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #008-F1511, newly renumbered #6512 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 2/7/23

By: Wendy Thomas
Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyra Schaffner
Deputy Clerk

Dated: 2/7/23

-- CITY--

By: signed in counterpart
Cristi Creegan
Mayor
"City"

Dated: _____

ATTEST:
City Clerk

By: signed in counterpart
City Clerk

Dated: _____

Approved as to form by:

By: signed in counterpart
City Council

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #008-F1511, newly renumbered #6512 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

signed in counterpart
By: _____
Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

signed in counterpart
By: _____
Deputy Clerk

Dated: _____

-- CITY--

Cristi Creegan
By: Cristi Creegan (Feb 1, 2023 16:03 PST)
Cristi Creegan
Mayor
"City"

Dated: Feb 1, 2023

ATTEST:
City Clerk

Sue Blankenship
By: Sue Blankenship (Jan 27, 2023 13:06 PST)
Susan Blankenship, City Clerk

Dated: Jan 27, 2023

Approved as to form by:

Heather Stroud
By: Heather Stroud (Jan 27, 2023 13:14 PST)
Heather Stroud, City Attorney

Dated: Jan 27, 2023

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.
City of South Lake Tahoe