

# STAFF REPORT



ITEM NO. 10  
CITY OF OCEANSIDE

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DATE: June 11, 2008

TO: Honorable Mayor and City Council Members

FROM: Economic and Community Development Department

SUBJECT: **APPROVAL OF AMENDMENT 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH NORTH COUNTY HUMANE SOCIETY TO PROVIDE ANIMAL CONTROL SERVICES**

## **SYNOPSIS**

Staff recommends that the City Council approve Amendment 1 in the amount of \$509,073 to the Professional Services Agreement with North County Humane Society to provide animal control services to the City, extending the term of the agreement from June 30, 2008, to June 30, 2009; and authorize the City Manager to execute the amendment.

## **BACKGROUND**

North County Humane Society (NCHS) has provided animal control services for the City since 1963 and has demonstrated the competence and professional qualifications necessary to continue to perform all of the professional services and duties required by the Professional Services Agreements between the City and the NCHS over the years.

In July 2006 the City Council approved a two-year professional services agreement with three, one-year extensions. The original term of the agreement expires June 30, 2008, and NCHS has requested the first of the three extensions. Each one-year extension requires Council approval and adjusts the cost of the agreement to reflect the percentage change in the San Diego area "All-Urban Consumer Price Index" (CPI).

## **ANALYSIS**

The extension will continue the basic precept of the animal control agreement to provide a proactive, timely response to animal control issues and residents' concerns while providing for the humane treatment of all animals. NCHS will continue to maintain a suitable, sanitary animal shelter and provide Animal Control Officers with minimum field hours of 9:00 a.m. to 5:00 p.m. Tuesday through Sunday with an after-hours duty officer providing emergency responses during all non-field-service hours.

**FISCAL IMPACT**

The cost of the one-year extension is \$509,073, which represents an increase of \$11,445 from last year's contract of \$497,628. Funding, in the amount of \$500,000, is included in the City's FY 2008-2009 Operating Budget 101.604860.5252. Contingent on City Council approval of the FY 2008-2010 biennial budget, the remaining \$9,073 will result in an increase to 101.604860.5252 from \$500,000 to \$509,073.

**COMMISSION OR COMMITTEE REPORT**

Does not apply.

**CITY ATTORNEY'S ANALYSIS**

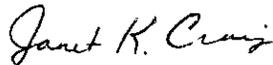
The referenced document has been reviewed by the City Attorney and approved as to form.

**RECOMMENDATION**

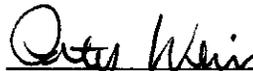
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PREPARED BY:

SUBMITTED BY:



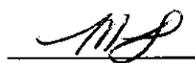
Janet K. Craig  
Program Specialist



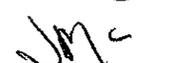
Peter A. Weiss  
City Manager

REVIEWED BY:

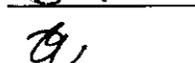
Michelle Skaggs Lawrence, Deputy City Manager



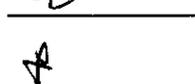
Jane McVey, Economic & Community Development Director



Douglas E. Eddow, Real Property Manager



Teri Ferro, Financial Services Director



**AMENDMENT NO. 1 TO ANIMAL CONTROL  
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT is made and entered into this \_\_\_\_\_, day of, 2008, by and between the CITY OF OCEANSIDE, (hereinafter referred to as "CITY"), and The NORTH COUNTY HUMANE SOCIETY AND S.P.C.A. INC., (hereinafter referred to as "CONTRACTOR").

**RECITALS**

WHEREAS, CITY and CONTRACTOR are the parties to a Professional Services Agreement, dated May 31, 2006 and;

WHEREAS, CONTRACTOR has requested an extension of the agreement term for a period of one year.

**AGREEMENT**

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the parties hereto agree as follows:

1. The Agreement shall be amended to read as follows:

Section 12.0 COMPENSATION is amended as follows:

12.2 A. To be deleted in its entirety and replaced with:

Total agreement compensation for the Twelve month term shall be **Five Hundred and Nine Thousand Seventy Three Dollars (\$509,073.00)**. CONTRACTOR shall submit monthly invoices in the amount of **Forty-Two Thousand Four Hundred Twenty-Two Dollars and Seventy-Nine Cents (\$42,422.79)** per month for each month of this agreement.

Section 13. TERM OF AGREEMENT should be deleted in its entirety and replaced with:

The term of this Agreement shall be for the period of **Twelve (12) months** commencing **July 1, 2008** and terminating **June 30, 2009**.

Section 13.1. Extension Options. To be deleted in its entirety and replaced with:

Extension Options. The CONTRACTOR may request extension of the term of this Agreement for **Two (2)** additional one year periods under the terms and conditions of this Agreement, except compensation, which will be adjusted according to Section 13.1.B. and provided that the CONTRACTOR is not in default of this Agreement.

2. All other terms, conditions, covenants and provisions of the PROFESSIONAL SERVICES AGREEMENT shall remain in full force and effect.

**AMENDMENT NO. 1 TO ANIMAL CONTROL  
PROFESSIONAL SERVICES AGREEMENT**

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Amendment to Professional Services Agreement to be executed by setting hereunto their signatures on the day and year set forth above.

**NORTH COUNTY HUMANE SOCIETY & S.P.C.A.**

**CITY OF OCEANSIDE**

CONTRACTOR

CITY

BY:   
SIGNATURE

BY: \_\_\_\_\_  
CITY MANAGER

Julie BANK, Executive Director  
NAME/TITLE

 ASST.  
APPROVED AS TO FORM:  
CITY ATTORNEY

**NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Diego

On June 5<sup>th</sup> 2008 before me, Elizabeth S. Hedrick Notary Public  
Date Here Insert Name and Title of the Officer

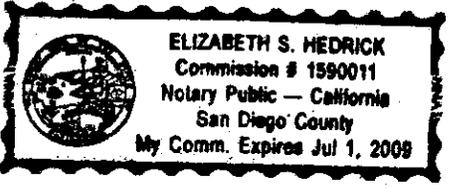
personally appeared Julie Bark  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Elizabeth S. Hedrick  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

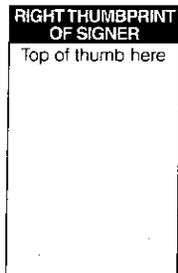
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

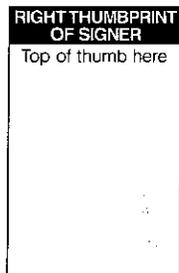
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

