



## CITY COUNCIL STAFF REPORT

DATE: NOVEMBER 6, 2013 CONSENT CALENDAR

SUBJECT: APPROVE AMENDMENT NO. 1 TO THE ANIMAL SHELTER SERVICES AGREEMENT WITH FRIENDS OF THE PALM SPRINGS ANIMAL SHELTER TO AMEND THE PAYMENT SCHEDULE TO MONTHLY.

FROM: David H. Ready, City Manager

BY: Chief of Staff/City Clerk

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### SUMMARY

The City Council will consider an amendment to the Animal Shelter Services Agreement with Friends of the Palm Springs Animal Shelter to provide for an amended payment schedule.

### RECOMMENDATION:

1. Approve Amendment No. 1 to the Animal Shelter Services Agreement with Friends of the Palm Springs Animal Shelter. A6292.
2. Authorize the City Manager to execute the Amendment to the Agreement and all necessary documents to effectuate the Agreement.

### STAFF ANALYSIS:

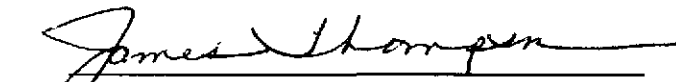
The City has successfully transitioned the operation of the Palm Springs Animal Shelter, to the Friends of the Palm Springs Animal Shelter, and the Friends have operated the Shelter for the last year.

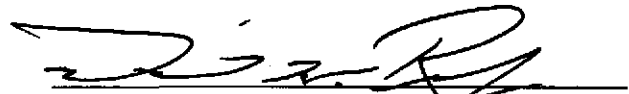
The agreement provided for the City's contribution to be payable in quarterly installments, which provides cash-flow challenges for the Friends who must pay monthly operational expenses. This amendment amends the Agreement for the City to provide monthly installments.

Additionally, the amendment clarifies, that as a City facility, the City shall be responsible for the payment of utilities and the janitorial services contract.

FISCAL IMPACT:

The estimated cost of utilities for the remainder of the fiscal year is approximately \$125,000, sufficient funds are available in Continuing Appropriations.

  
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JAMES THOMPSON  
Chief of Staff/City Clerk

  
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DAVID H. READY  
City Manager

Attachments:  
Amendment No. 1

**AMENDMENT NO. 1  
ANIMAL SHELTER SERVICES AGREEMENT  
Friends of the Palm Springs Animal Shelter**

This Amendment No. 1 to the Animal Shelter Services Agreement ("Amendment") is made and entered into this 6<sup>TH</sup> day of November, 2013, by and between the City of Palm Springs, California, a California Charter City ("City"), and Friends of the Palm Springs Animal Shelter, a California non-profit corporation, ("Friends").

RECITALS

A. City and Friends entered into an Animal Shelter Services Agreement, dated October 17, 2012, to operate the Palm Springs Animal Shelter and to provide humane animal care services ("Agreement").

B. City and Friends are agreeable to modifying certain terms and conditions to the Agreement pursuant to the terms of this Amendment.

AGREEMENT

In consideration of the promises and covenants contained in this Amendment and other good and valuable consideration, the City and the Friends agree:

SECTION 1. Subsection E of section 9 of the Agreement is amended to read:

E. The Friends shall maintain the Shelter in a neat and clean condition. The City shall be responsible for janitorial services by either providing such services itself or through a contract for services between the City and a janitorial service provider or by reimbursing the Friends for payments made by Friends pursuant to a contract for services between the Friends and a janitorial service provider approved by the City Manager.

SECTION 2. Subsection F of Section 9 of the Agreement is amended to read:

F. The City shall be responsible for electric, gas, telephone, water, and trash removal services.

SECTION 3. Subsection A of Section 10 of the Agreement is amended to read:

A. For Fiscal Years 2013-14 and 2014-15, the City shall contribute the base amount of Nine Hundred and Ninety Five Thousand Dollars (\$995,000.00) to be paid in twelve (12) equal monthly installments commencing on July 1 of each fiscal year. For each of the next Fiscal Years the City shall contribute an amount equal to the base amount adjusted in an amount equal to the increase or decrease in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics (1982-1984 = 100) [the "CPI"] for "All Items – All Urban Consumers," for the Los Angeles-

Riverside-Orange Counties Metropolitan Statistical Area, during the preceding year. If the option periods are exercised the contribution amount shall be negotiated in good faith by the Parties.

SECTION 4. City and Friends hereby ratify and approve the terms of the letter agreement dated September 5, 2013 between the City Manager on behalf of the City and the Friends.

SECTION 5. City and Friends agree that the terms of the Agreement, including the letter agreement dated September 5, 2013, shall remain unchanged and in full force and effect, except as specifically provided in this Amendment.

In witness whereof, City and Friends have executed and entered into this Amendment as of the date first written above.

CITY OF PALM SPRINGS,  
A California Charter City

FRIENDS OF THE PALM SPRINGS  
ANIMAL SHELTER  
California Non-profit Corporation

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David H. Ready, City Manager

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W. Douglas Kunz, Board President

ATTEST:

APPROVED AS TO FORM:

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James Thompson, City Clerk

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Douglas C. Holland, City Attorney