



THIS MEETING WILL NOT BE PHYSICALLY OPEN TO THE PUBLIC. ALL MEMBERS OF THE PUBLIC MAY PARTICIPATE AND COMMENT VIA THE APPLICATION, MICROSOFT TEAMS. MICROSOFT TEAMS MEETING INFORMATION AND CALL IN INFORMATION WAS POSTED ON THE AGENDA AND ON THE SASA'S WEBSITE.

NOTICE: THIS MEETING WILL BE HELD IN ACCORDANCE WITH EXECUTIVE ORDER N-08-21, ISSUED BY CALIFORNIA GOVERNOR GAVIN NEWSOM ON JUNE 11, 2021 THE RALPH M. BROWN ACT (CALIFORNIA GOVERNMENT CODE SECTION 54950, ET SEQ.), AND THE FEDERAL AMERICANS WITH DISABILITIES ACT.

**THIS MEETING WILL NOT BE PHYSICALLY OPEN TO THE PUBLIC. ALL MEMBERS OF THE PUBLIC MAY PARTICIPATE AND COMMENT VIA THE APPLICATION, MICROSOFT TEAMS. MEETING INFORMATION: WEBSITE- https://teams.microsoft.com/l/meetup-join/19%3ameeting_ODZjYTuzMzltOGYwYS00ZDY5LWlzM2MtNzgxYTUwNDVlODgw%40thread.v2/0?context=%7b%22id%22%3a%22e73b77d8-3dbd-4d4e-8d82-f3153670356d%22%2c%22oid%22%3a%22382a93c5-5554-45e1-b7f5-c04154c310d3%22%7d
Conference ID: 671 581 247#**

REMOTE PUBLIC COMMENT

If you prefer to provide a written comment on a specific agenda item, please submit your comments via email by 4:00 p.m. on the Wednesday prior to the Board meeting. Please email your comment to the Clerk of the Board at rios@stancounty.com and include the Agenda Item Number in the subject line of the email. Your written comment will be distributed to the Board members of Stanislaus Animal Services Agency and kept on file as part of official record of the Board meeting.

Or join by phone: Dial: 1 559 2189; Conference ID: 671 581 247#

REGULAR MEETING AGENDA Thursday, August 19, 2021 at 9:00am



STANISLAUS ANIMAL SERVICES AGENCY

“SERVING YOUR COMMUNITY TOGETHER”

3647 Cornucopia Way
Modesto CA 95358

Phone: 209.558.7387 Fax: 209.558.2138
www.stancounty.com/animalservices

Joint Powers Agency Meeting Notice

Thursday, August 19, 2021, at 9:00am

The Joint Powers Agency welcomes you to its meetings, which are held by announcement, and your interest is encouraged and appreciated.

The agenda is divided into sections:

REGULAR CALENDAR: These items will be individually discussed and include all items not on the consent calendar, all public hearing and correspondence.

ANY MEMBER OF THE AUDIENCE DESIRING TO ADDRESS THE AGENCY ON A MATTER ON THE AGENDA: Please raise your hand or step to the podium at the time the item is announced by the Agency Chairperson. In order that interested parties have an opportunity to speak, any person addressing the Agency will be limited to a maximum of 5 minutes unless the Chairperson of the Agency grants a longer period of time.

PUBLIC COMMENT PERIODS: Matters under the jurisdiction of the Agency, and not on the posted agenda, may be addressed by the general public at the beginning of the regular agenda and any off-agenda matters before the Agency for consideration. However, California law prohibits the Agency from taking action on any matter which is not on the posted agenda unless it is determined to be an emergency by the Joint Powers Agency for Stanislaus Animal Services. Any member of the public wishing to address the Agency during the “Public Comment” period shall be permitted to be heard once for up to 5 minutes.

Materials related to an item on this Agenda submitted to the Agency after distribution of the agenda packet are available for public inspection in the Clerk’s office at 3647 Cornucopia Way, Modesto, CA during normal business hours.

NOTICE REGARDING NON-ENGLISH SPEAKERS: Joint Powers Agency meetings are conducted in English and translation to other languages is not provided. Please make arrangements for an interpreter if necessary.

REASONABLE ACCOMMODATIONS: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Executive Director of Animal Services at (209) 342-1740. Notification 72 hours prior to the meeting will enable the Agency to make reasonable arrangements to ensure accessibility to this meeting.

MATERIALS: Materials related to an item on this Agenda submitted to the Joint Powers Agency after distribution of the agenda packet are available for public inspection in the Animal Services Office at 3647 Cornucopia Way in Modesto, during normal business hours.

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Stanislaus Animal Services Agency Board Meeting Agenda

August 19, 2021

1. **Welcome**
2. **Roll Call (silent)**
3. **Public Comment Period (Limit of 5 minutes per person)**
4. **Presentation** Recognition for Lost/Found Administrators
5. **Minutes of Previous Meeting**
 - A. Approval of the Agency Board Meeting Minutes of June 17, 2021
6. **New Business**
 - A. Elect a New Vice-Chair for the remainder of August 2021 through June 2022
 - B. Approval of a Retired Contract Employee Employment Agreement with Dennis Cordova and Authorization for the Executive Director to Sign the Agreement
 - C. Authorize the Auditor-Controller, on Behalf of the Stanislaus Animal Services Agency, to Pay a Prior Year Invoice for Services Provided in a Prior Fiscal Year.
7. **Informational:**
 - A. Operation Update, July 2021
 1. Petco Love Lost New Program
 2. Grant Award from California Animal Welfare Funders Collaborative
8. **Adjournment**
9. **Closed Session**

Pursuant to Government Code Section 54957, a closed session will be held to consider the following item: Public Employee Performance Evaluation – Title: Executive Director

**THE GOVERNING BOARD
OF THE JOINT POWERS AGENCY OF THE
STANISLAUS ANIMAL SERVICES AGENCY (SASA)**
Meeting Minutes

Regular Meeting

Thursday

June 17, 2021

Members Present:

Tom Westbrook, City of Ceres, Chair
Jody Hayes, Stanislaus County
Joe Lopez, City of Modesto - Absent
Merry Mayhew, City of Hughson
Michael Pitcock, City of Waterford
Ken Irwin, City of Patterson, Co-Chair

Staff Present:

Annette Bedsworth, Executive Director	Jewel Warr, Stanislaus Co. Alt
Dennis Cordova, Operations Manager	Scotty Douglas, Modesto Alt
Monica Aleman, Business Mgr.	Adrienne Rios, Confidential
Rob Taro, Assistant County Counsel	

Guests and Dignitaries: Ryan Kegley from Stanislaus County Aging and Veterans Services.

1. The meeting was called to order at 9:02 a.m. by Chairman, Tom Westbrook.
2. **Roll call:** See above
3. **Public Comment:**

Jennifer inquired about members of the Rescue email distribution list. Expressed concerns with the euthanasia of four pre-ween kittens tagged by rescue.

Michael Christian expressed his support of SNIP Bus. Shared concerns with two board meetings canceled in February and March of 2021 and communicated concerns with the euthanasia of four pre-ween kittens that occurred on Friday, May 21st.

Annette Bedsworth shared the outcome of an internal investigation into the euthanasia of four pre-ween kittens was determined unfounded.

Melanie Scherer shared that SNIP Bus spay/neutered 153 pets from May 28-30. Requested funding for two spay/neuter clinics per month in the fiscal year 2021-2022.

Samantha Lopez expressed concern of the euthanasia of four pre-ween kittens. Ms. Lopez shared her support of funding for SNIP Bus. Requested for the

Rescue Support Team meetings to resume. Stated rescue organizations work hard at achieving positive outcomes for large breed dogs housed at SASA.

Nancy Hudspeth Rescue organizations significantly contribute to the live release rates for large breed dogs. Expressed concerns with access to dogs housed in the 700 block. Stated kennels are especially dirty on Mondays.

Angela Garcia shared her concerns with four pre-ween kittens that were euthanized. Shared her experience involving a dog named Damian and a city of Berkeley resident and another experience involving a chihuahua with an amputated leg.

Nadia Borisova shared concerns with four pre-ween kittens that were euthanized. Requested SASA expand appointment times for rescue transportation to Friday and Saturday mornings.

Nancy Klein questioned why the free micro-chip events held in July 2021, were offered on Wednesday rather than a day more accessible to the public. Stated SASA is reaching capacity limits. Requested more marketing of large breed dogs. Requested JPA Boarding meetings occur in the evenings for better public accessibility.

4. **Presentation:** Recognition for Stanislaus County Department of Aging and Veterans Services. Annette celebrated Aging and Veterans Services staff for the assistance they provided Animal Services in providing dog food to elder pet owners in the community during the COVID-19 pandemic.

5. Minutes of Previous Meeting:

- A. Approved the Agency Board Meeting Minutes of May 20, 2021. (Patterson/Waterford; 5/1) (*Stanislaus County abstained*)

6. New Business

- A. Election of Chair and Vice Chair for Fiscal Year 2021-2022. Chair, Tom Westbrook, re-elected (Waterford/Hughson; 6/0). Merry Mayhew elected Vice Chair (Patterson/Waterford; 6/0).
- B. Adoption of the Recommended Budget for Fiscal Year 2021-2022. (Hughson/Waterford; 6/0)
- C. Approval of an Agreement with Pride Industries One, Inc. of Roseville, CA for Agency Janitorial Services (Waterford/Hughson; 6/0)
- D. Approval of an Agreement for Professional Services with Dr. Sarah Cadwell and Authorization for the Executive Director to Sign the Agreement (Patterson/Ceres; 6/0)

7. Informational:

- A. Financial Update, May 2021
- B. Operation Update, May 2021

8. Member Referrals: None

Adjourned Regular Meeting at 10:50 a.m.

ATTESTED: ADRIENNE RIOS, Clerk
of the Governing Board
of the Joint Powers Agency
of the Stanislaus Animal Services Agency
State of California



**STANISLAUS ANIMAL SERVICES AGENCY
ACTION AGENDA SUMMARY**

AGENDA DATE: August 19, 2021

AGENDA #: 6A

SUBJECT:

Elect a New Vice-Chair for the remainder of August 2021 through June 2022 Term

DISCUSSION:

On June 17, 2021, at the SASA Board meeting a New Chair and Vice-Chair was elected for the upcoming Fiscal Year 2021-2022. City Manager of Ceres, Tom Westbrook, was elected the Chair and City Manager of Hughson, Merry Mayhew was elected the Vice-Chair.

Mr. Tom Westbrook, City Manager for Ceres, has accepted a new position in Northern California and will be resigning as the SASA Chair after today. His departure will leave the SASA Chairman position vacant.

According to the Stanislaus Animal Services Agency Board Bylaws, Article II, Section 6, upon a vacancy occurring in the office of the Chair, the Vice Chair shall assume the office of the Chair for the balance of the unexpired term. Upon a vacancy occurring in the office of the Vice-Chair, the Agency Board members shall elect, from among them, a Vice-Chair to serve the balance of the unexpired term.

City of Hughson now the Vice-Chair shall assume the office of the Chair and preside over the September meeting and the remainder of the term. A new Vice-Chair needs to be elected today for the balance of the unexpired term from August 2021 through June 2022.

STAFF RECOMMENDATION:

1. Elect a New Vice-Chair for the remainder of August 2021 through June 2022.

FISCAL IMPACT:

No Fiscal Impact

CONTACT PERSON:

ANNETTE BEDSWORTH, EXECUTIVE DIRECTOR
STANISLAUS ANIMAL SERVICES AGENCY, (209) 342-1740

AGENCY BOARD ACTION:

On motion of _____; Seconded by _____
and approved by the following vote:

Ayes: _____

Noes: _____

Excused or Absent: _____

Abstaining: _____

1) _____ Approved as recommended.

2) _____ Denied.

3) _____ Approved as amended.

Motion: _____



**STANISLAUS ANIMAL SERVICES AGENCY
ACTION AGENDA SUMMARY**

AGENDA DATE: August 19, 2021

AGENDA #: 6B

SUBJECT:

Approval of an Agreement for Retired Contract Employee Employment Agreement with Dennis Cordova and Authorization for the Executive Director to Sign the Agreement

DISCUSSION:

Stanislaus Animal Services Agency (SASA) is a Joint Powers Authority (JPA) and serves as the animal services agency for the cities of Modesto, Ceres, Patterson, Waterford, Hughson and the unincorporated areas of Stanislaus County. Maintaining functional staffing levels is a critical component of operations. Stanislaus County is the employer of record for SASA staff.

This agenda item requests Board approval to an employment agreement with Dennis Cordova as a part-time Manager IV to continue to provide management support for the day to day operations of the animal shelter. Dennis has an extensive career in law enforcement that includes developing and implementing operational plans. He has worked closely with the Executive Director at SASA over the last couple years on safety, trainings and implementation of operational plans. He is familiar with the County’s policies and expectations of supervision responsibilities, excels at fostering positive working relationships, and has proven leadership and management skills.

Approval is requested for a Retired Contract Employee Employment Agreement with Dennis Cordova for operations manager. The effective date of the proposed agreement for services is August 31, 2021.

The agreement is from August 31, 2021 through August 30, 2022 for a total up to \$54,297.60.

STAFF RECOMMENDATION:

1. Approval of a Retired Contract Employee Employment Agreement for operations manager in the amount up to \$54,297.60 for the term beginning August 31, 2021 through August 30, 2022
2. Authorize the Executive Director to sign the Agreement with Dennis Cordova for operations manager

FISCAL IMPACT:

The total estimated annual cost for the agreement for operations manager with Dennis Cordova in Fiscal Year 2021-2022 would be \$54,297.60. Dennis Cordova’s agreement is a budgeted item for Fiscal Year 2021-2022.

CONTACT PERSON:

ANNETTE BEDSWORTH, EXECUTIVE DIRECTOR
STANISLAUS ANIMAL SERVICES AGENCY, (209) 342-1740

AGENCY BOARD ACTION:

On motion of _____; Seconded by _____

and approved by the following vote:

Ayes: _____

Noes: _____

Excused or Absent: _____

Abstaining: _____

1) _____ Approved as recommended.

2) _____ Denied.

3) _____ Approved as amended.

Motion: _____

RETIRED CONTRACT EMPLOYEE EMPLOYMENT AGREEMENT
(Retired County Employee: 960-Hour Max)

This RETIRED ANNUITANT EMPLOYMENT AGREEMENT is made and entered into by and between the COUNTY OF STANISLAUS (County) and Dennis Cordova on August 31, 2021 (the Agreement).

RECITALS

WHEREAS, the County has the need for services involving providing management oversight to Stanislaus Animal Services Agency ; and

WHEREAS, the Retired Contract Employee is specially trained, experienced, and competent to perform such services and has agreed to provide those services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

1.1 The Retired Contract Employee shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed those services and work set forth in **Exhibit A**, attached hereto and, by this reference, made a part hereof.

1.2 Services and work provided by the Retired Contract Employee at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, regulations, and resolutions.

2. CONSIDERATION

2.1 County shall pay Retired Contract Employee as set forth in Exhibit A.

2.2 Retired Contract Employee shall accrue one (1) hour of sick leave for every thirty (30) hours worked and may accumulate a total of not more than forty-eight (48) hours. Retired Contract Employee is not eligible to begin using any accrued paid sick leave until after 90 days of performance under this Agreement. Sick leave may be used

for one of the following reasons:

- For the employee's own diagnosis, care of treatment of an existing health condition or preventative care;
- For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including: child, spouse or registered domestic partner, parent, grandparent, grandchild, or sibling; and
- To obtain any relief or services related to being a victim of domestic violence, sexual assault or stalking.

Retired Contract Employee shall provide reasonable advance notification of his/her need to use accrued paid sick leave to his/her supervisor if the need for paid sick leave is foreseeable, (e.g., doctor's appointment scheduled in advance.) If the need for paid sick leave is unforeseeable, Retired Contract Employee shall provide notice of the need for the leave to his/her supervisor as soon as is practicable. Paid sick leave will not be considered hours worked for purposes of overtime calculation. Retired Contract Employee will not receive compensation for unused accrued paid sick leave upon termination or completion of performance of this Agreement. If Retired Contract Employee is on-call, Retired Contract Employee may only use paid sick leave on days worked or scheduled to work.

2.3 Except as expressly provided at 2.2 above and in Exhibit A of this Agreement, Retired Contract Employee shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Retired Contract Employee shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

2.4 County shall withhold federal, state, and Medicare taxes and the legally acceptable alternative to Social Security from any payments made by County to Retired Contract Employee under the terms and conditions of this agreement. Retired Contract Employee is a retiree and as a result does not contribute to the Stanislaus County Social Security Replacement Plan nor does the County contribute on Retired Contract Employee's behalf. County has no responsibility or liability for payment of Retired Contract Employee's taxes or assessments. The Retired Contract Employee is solely responsible for the payment of all other taxes and other assessments.

3. CONDITION PRECEDENT

This Agreement is conditioned upon the prior successful completion by the Retired Contract Employee of a pre-placement drug screening test in accordance with the County's Pre-Placement Drug Testing Policy (the Test) which, by this reference, is made a part hereof. This Agreement shall not become effective unless and until the Retired Contract Employee has successfully completed the Test. The initial Test shall be paid for by the County. The Test shall be scheduled by the County and must be taken by the Retired Contract Employee within 48 hours of the execution of this Agreement.

4. TERM

4.1 The term of this Agreement shall be from the date of approval of this Agreement until completion of the agreed upon services unless sooner terminated as provided below, or unless some other method or time of termination is listed in Exhibit A.

4.2 Either party may terminate this Agreement for convenience and without cause upon providing fourteen (14) calendar days prior written notice.

4.3 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

4.4 This agreement shall terminate automatically upon the occurrence of (a) death of the Retired Contract Employee, (b) bankruptcy or insolvency of either party; (c) sale of Retired Contract Employee's business, or (d) Retired Contract Employee's refusal to consent to a pre-placement drug screening Test, as set forth in Paragraph 3 herein, or Retired Contract Employee's failure to successfully complete such Test in accordance with the County's Pre-Placement Drug Testing Policy.

4.5 Upon termination of this Agreement, the County will pay to Retired Contract Employee all amounts owing to Retired Contract Employee for services and work satisfactorily performed.

4.6 Pursuant to Government Code section 31680.6 and through Board resolution, Retired Contract Employee shall not work for a period to exceed 120 working days or 960 hours, whichever is greater, during each calendar year. If Retired Contract Employee exceeds 960 hours, Retired Contract Employee will be deemed to be a full-time employee of the County and the Retired Contract Employee's Stanislaus County Employees' Retirement Association benefits may be terminated or suspended.

5. WORK SCHEDULE

Retired Contract Employee's obligation is to perform in a timely manner those services and work identified in Exhibit A. It is understood by Retired Contract Employee that the performance of these services and work may require a varied schedule with the hours and times for completion of said services to be set by County.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Retired Contract Employee to provide the services and work described in Exhibit A must be procured by Retired Contract Employee and be valid at the time Retired Contract Employee enters into this Agreement. Further, during the term of this Agreement, Retired Contract Employee must maintain such licenses, certificates,

and permits in full force and effect. Licenses, certificates, and permits may include but are not limited to driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Retired Contract Employee at no expense to the County.

7. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise stated in Exhibit A, County shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Retired Contract Employee to provide the services identified in Exhibit A to this Agreement.

8. INSURANCE

If Contract Employee utilizes a motor vehicle in performing any of the work or services identified in Exhibit A, Contract Employee shall procure and maintain in force throughout the duration of this Agreement auto liability insurance policy that meets or exceeds the State Minimum Insurance Requirements. The coverage shall include all Contract Employee-owned vehicles and all hired and non-owned vehicles used in performing under this Agreement. An evidence of insurance shall be provided to the County at least ten (10) days prior to the start of services to be performed by the Contract Employee. The Contract Employee shall notify or cause the insurance carrier to notify the County should the policy be canceled or non-renewed during the term of this agreement.

9. STATUS OF RETIRED CONTRACT EMPLOYEE

9.1 It is understood by the parties that the Retired Contract Employee is a contract employee authorized by Government Code § 7522.56, 21224, 21227, and 21229 and not an independent contractor. For purposes of performing those services listed in Exhibit A, the County shall have direct supervision over the Retired Contract Employee and shall direct Retired Contract Employee as to when and where Retired Contract Employee's services shall be performed and shall treat Retired Contract Employee as an employee except as to those items contained in Paragraph 2.2.

9.2 Retired Contract Employee agrees to be bound and abide by all County policies, rules, and regulations.

10. RECORDS AND AUDITS

10.1 Retired Contract Employee shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.

10.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Retired Contract Employee. Further, County has the right, at all reasonable, times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

11. NONDISCRIMINATION

During the performance of this Agreement, Retired Contract Employee and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Retired Contract Employee and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. ASSIGNMENT

This is an agreement for the services of Retired Contract Employee. Retired Contract Employee shall not assign or subcontract this Agreement without the express written consent of County. Further, Retired Contract Employee shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. CONFLICTS

Retired Contract Employee agrees that he/she has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

15. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

16. NOTICE

Any notice, communication, amendments, additions, or deletions to this Agreement including change of address of either party during the term of this Agreement which Retired Contract Employee or County shall be required or may desire to make shall be in writing and may be personally served or sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Stanislaus Animal Services Agency
Attention: Tamara Thomas

To Retired Contract Employee: Dennis Cordova
2516 Guadalajara Dr.
Modesto, CA 95355

17. AMENDMENT

This Agreement may be modified, amended, changed, added to, or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein by reference shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated unless the same be in writing executed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first hereinabove written.

COUNTY OF STANISLAUS

By _____
Annette Bedsworth
Executive Director

By _____
Dennis Cordova

"Stanislaus Animal Services Agency"

"Retired Contract Employee"

Approved as to Form:
County Counsel
THOMAS E. BOZE

By _____
Rob Taro
Assistant County Counsel

Distribution: Department -- Duplicate Original of Agreement
Retired Contract Employee -- Duplicate Original of Agreement
Auditor/Controller -- Copy of Agreement

EXHIBIT A

A. SCOPE OF WORK:

The Retired Contract Employee shall provide the following services:

The Contract Employee shall provide the following services, under the general direction of the Executive Director for the Stanislaus Animal Services Agency (SASA):

- Manage the day-to-day operational matters at the animal shelter
- Ensure proper continuity of administrative and operational supervision and oversight including evaluation input, writing, and administering of the evaluation process, monitoring of timecards, schedules and making policy decisions
- Support and enhance the ongoing efforts of the SASA Security program
- Provide oversight and guidance with the operational budget units of SASA and monitor inventory
- Provide oversight to SASA personnel, volunteers, labor, and staffing
- Maintain facilities and equipment
- Interact with the public and ensure that shelter animals receive proper care
- Lead fundraising efforts and foster good community relations
- Perform customer service duties, such as giving facility tours and dealing with complaints
- Oversee euthanasia procedures

B. COMPENSATION:

In order to process payments for federal and state withholding, etc., and in order to ensure that all appropriate County costs are charged to the correct department, all Retired Contract Employees must be paid through the County biweekly payroll system. This also means that Retired Contract Employees must be compensated on an hourly basis and that negotiated contract amounts must be converted from an annual amount to an hourly amount. All contracts must stipulate an hourly rate of pay.

The Retired Contract Employee shall be compensated for the services provided under this Agreement at the rate of \$56.56 per hour, not to exceed a total amount of \$54,297.60.

The Retired Contract Employee shall periodically submit a written document to the department identifying the name of the individual performing services, the date the services were performed, a description of the services, and the total cost of the services. The responsible department head shall review and certify that all such services have been received and that the amounts paid to the Retired Contract Employee have not exceeded the amount that was budgeted for the services. The department head must keep this certified document on file in the Retired Contract Employee's official personnel file, which the department must maintain for audit purposes.

The County shall reimburse the Retired Contract Employee for travel costs, meals, and lodging at the same rate paid to County employees if required for the performance of services requested by the County. Receipts of all expenses shall be provided to the County prior to payment of any reimbursable expenses.

C. FUNDING:

If, during the time within which this Agreement is in effect, funds are not sufficient to allow for a continuation of this agreement, then County may, at its sole discretion, terminate this Agreement, without penalty from or further obligation to Retired Contract Employee. Retired Contract Employee shall have no further obligation to County.

D. TERM:

The term of this Agreement shall be from August 31, 2021 to August 30, 2022.



**STANISLAUS ANIMAL SERVICES AGENCY
ACTION AGENDA SUMMARY**

AGENDA DATE: August 19, 2021

AGENDA #: 6C

SUBJECT:

Authorize for the Auditor-Controller, on Behalf of the Stanislaus Animal Services Agency, to Pay a Prior Year Invoice for Services Provided in a Prior Year.

DISCUSSION:

The Stanislaus Animal Services Agency is requesting authorization to pay an invoice over one year old. The invoice is payable to Johnson Controls INC. for software related services provided in June 2020. The service was completed in the Fiscal Year 2019-2020 year.

Johnson Controls INC.

In June 2020, Stanislaus Animal Services Agency received an invoice #1-98194221886, totaling \$718.68. The service completed was for the building heating and air maintenance automation program. The program allows the facility to monitor HVAC, lift station and some facility lighting. This program module required an update from the 2007 version, due to a Window's update performed by County IT. The county did a window update and the module did not accept the update due to the outdated version of the program. Johnson Control INC provided service to trouble shoot and back up the firmware on the drive. This software remains out of date, with additional service needs. SASA will continue to work with vendors to improve the flow of communication to avoid future delayed payments.

Approval is requested by SASA Board to pay the prior year's invoice in the amount of \$718.68.

STAFF RECOMMENDATIONS:

Authorize the Auditor-Controller, on Behalf of the Stanislaus Animal Services Agency, to pay one invoice totaling \$718.68 for software related services provided by Johnson Controls INC.

POLICY ISSUE:

California Government Code, Title 1-General, Division 3.6-Claims and Actions Against Public Entities and Public Employees, Part 3-Claims Against Public Entities, Section 911.2(a) states that a claim "...shall be presented ...not later than one year after the accrual of the cause of action." Since the invoice is more than one year old, approval for payment is requested from the SASA JPA Board.

FISCAL IMPACT:

If approved, this action will authorize the Auditor-Controller to pay the prior year invoice from Johnson Control INC totaling \$718.68. The invoice will be paid using appropriations included in the Department's Fiscal Year 2021-2022 Facilities Maintenance budget.

ATTACHMENT:

JOHNSON CONTROL INVOICE # 1-98194221886

JOHNSON CONTROL SERVICE REPORT # 1-97071780902

AGENCY BOARD ACTION:

On motion of _____; Seconded by _____

and approved by the following vote:

Ayes: _____

Noes: _____

Excused or Absent: _____

Abstaining: _____

1) _____ Approved as recommended.

2) _____ Denied.

3) _____ Approved as amended.

Motion: _____



JOHNSON CONTROLS
Building Efficiency
Federal ID 39-0380010

ORIGINAL INVOICE

Invoice #:	1-98194221886	Invoice Date:	08/20/2020
PO #/Auth:		Service Request:	1-97071780902
Customer WO#:		SR Type:	L&M
Customer Acct:	1000000	Branch Name:	JOHNSON CNTRL SACRMNT RENO BKRFLD FRSNO CB - ONOM

Bill To:
 CASH SALES USA
 ATTN SHARED SERVICES
 PO BOX 2012
 MILWAUKEE WI 53201

Service Site:
 ANIMAL SHELTER MODESTO
 3647 CORNUCOPIA WAY ,
 MODESTO CA 95358-9315

Contractor/License Information :

Requested By: KEVIN IMMEDIATO
Phone:

Service Requested: LOOK INTO METASY

Service Provided: TVL to site fm nearby facility. Onsite met w CR. Issue is NAE at V5.0. Customer PC a Win10 and JAVA 8.x
 Per JCI lit need to be at JAVA 1.6. Due to issues surrounding facility made decision for CR to pull NCE on Monday and mail to me to upgrade firmware offsite and mail back.
 Thank you for your business.

Qty	Description	UOM	Unit Price	Sub Total	Tax	Net Price
	Labor					
3	06/19/2020 Regular Controls	Hour	\$208.00	\$624.00	\$0.00	\$624.00
	Sub-Total			\$624.00	\$0.00	\$624.00
	Fees					
1	Disposal, Environmental & Usage Charge	Each	\$45.00	\$45.00	\$0.00	\$45.00
	Sub-Total			\$45.00	\$0.00	\$45.00
	Mileage					
27	Mileage	Each	\$1.84	\$49.68	\$0.00	\$49.68
	Sub-Total			\$49.68	\$0.00	\$49.68
				Invoice Sub-Total		\$718.68
				Sales Tax		\$0.00
				Total Due	USD	\$718.68

Direct Billing Inquiries: (866) 855-5844

Terms: If any invoice is not paid in full upon receipt, the Customer hereby agrees to pay interest at a rate of 1.5% per month (18% annually) upon the unpaid portion of the invoice. If action or suit is brought by Johnson Controls to collect any amount due or owing under this bill, Customer agrees to pay all costs of collection including attorney's fees.

All invoice payments greater than \$25,000 must be made via wire transfer, check or money order. Seller will not accept payment in the form of a credit card, debit card or other similar payment device on amounts greater than \$25,000.

Disposable, Environmental & Usage (DEU) fee listed on this invoice may include charges for one or more of the following miscellaneous: Electrical, pneumatic, welding supplies, hardware materials, cleaning supplies, or refrigerant reclaim disposal. A lump sum charge was applied rather than itemizing usage.



JOHNSON CONTROLS
Building Efficiency
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ORIGINAL INVOICE

Invoice #:	1-98194221886	Invoice Date:	08/20/2020
PO #/Auth:		Service Request:	1-97071780902
Customer WO#:		SR Type:	L&M
Customer Acct:	1000000	Branch Name:	JOHNSON CNTRL SACRMNT RENO BKRFLD FRSNO CB - ONOM

We hereby certify that these goods are produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrator of the Wage and Hour Division issued under section 14 thereof.

Please reference the invoice number and amount with all payments. Remit to only the address below.

Payment Terms: NET 30
Direct Billing Inquiries
To Service Department: (866) 855-5844

To Remit Via Credit Card:
 Call the phone number listed above.

INVOICE#: 1-98194221886

AMOUNT DUE: USD \$718.68

Remit Payment To:
 JOHNSON CONTROLS
 PO BOX 730068
 DALLAS, TX, 75373

To Remit Via ACH Wire Transfers:
 JP Morgan Chase
 One Chase Manhattan Plaza
 New York, NY 10005
 Credit to: Johnson Controls Inc.
 ABA# 071-000013 Depositor Acct #55-14347
 Type of Account: Checking
 CORP-BBC-OTC-BTS-SSNA-Remittance@jci.com



*Scan the QR Code to see new offerings

SERVICE REPAIR REPORT

Service Request Number: 1-97071780902
Status: Completed
Requestor: KEVIN IMMEDIATO

JOHNSON CNTRL SACRMNT RENO BKRFLD FRSNO CB - 0N0M
103 Woodmere Rd Ste 110
Folsom, CA 95630-4747
(866) 855-5844

Service Site:
ANIMAL SHELTER MODESTO
ANIMAL SHELTER MODESTO
3647 Cornucopia Way
Modesto, CA 95358-9315

Bill To:
CASH SALES USA
1000000
Attn Shared Services
Po Box 2012
Milwaukee, WI 53201

Purchase Order:
Blanket Purchase Order:
Customer Authorization:
Customer Work Order:

Service Requested:
LOOK INTO METASY

Service Provided:				
Date	Activity Number	Activity Status	Work Performed	By
06/19/2020	1-18LE7BGI	Completed	TVL to site fm nearby facility. Onsite met w CR. Issue is NAE at V5.0. Customer PC a Win10 and JAVA 8.x Per JCI lit need to be at JAVA 1.6. Due to issues surrounding facility made decision for CR to pull NCE on Monday and mail to me to upgrade firmware offsite and mail back. <div style="text-align: center;">  19 </div>	Christopher Vogel
Accepted by KEVIN IMMEDIATO				

Equipment Serviced For This Request:							
Date	Product	Customer Tag	Make	Model	Serial Number	Asset ID	Comments

Labor Details:					
Date	Activity #	Hours	Type	Miles	
06/19/2020	1-18LE7BGI	3	Regular	0	

For Questions Regarding Service, Please Contact:
Version: Release # PHL 3

Alana Miller

(866) 855-5844



SERVICE REPAIR REPORT

Service Request Number: 1-97071780902
Status: Completed
Requestor: KEVIN IMMEDIATO

JOHNSON CNTRL SACRMNT RENO BKRFLD FRSNO CB - 0N0M
103 Woodmere Rd Ste 110
Folsom, CA 95630-4747
(866) 855-5844

Labor Details:				
Date	Activity #	Hours	Type	Miles
06/19/2020	1-18LE7BGI	0		27
TOTALS TO DATE		3		27

Materials Used:			
Activity #	Qty	UOM	Description

Tool Charges:

 Disposal, Environmental & Usage Charges*:

 Fuel Surcharge:

 Miscellaneous:

Zone/Trip/Truck Charges:

 Shipping /Handling Charges:

 Per Diem:

* Disposal, Environmental & Usage Charges may include one or more of the following: miscellaneous electrical, pneumatic, welding supplies, hardware materials, cleaning supplies, or refrigerant reclaim disposal.

Refrigerant Tracking:									
Activity #	Action Taken	Type	Amount	Asset ID	Customer Tag	Serial Number	Model Number	Leak Location	Leak Rate
No Refrigerant Activity Recorded To Date									

For Questions Regarding Service, Please Contact:
Version: Release # PHL 3

Alana Miller

(866) 855-5844



SERVICE REPAIR REPORT

Service Request Number: 1-97071780902
Status: Completed
Requestor: KEVIN IMMEDIATO

JOHNSON CNTRL SACRMNT RENO BKRFLD FRSNO CB - 0N0M
103 Woodmere Rd Ste 110
Folsom, CA 95630-4747
(866) 855-5844

Service Order Warranty Terms and Conditions

PARTS WARRANTY:

Johnson Controls, Inc. (JCI) warrants that original equipment, parts or components manufactured or labeled by JCI shall be free from defects in material and workmanship under normal usage and proper installation and maintenance for a period of one (1) year from the date of shipment. Equipment, parts or components not manufactured or labeled by JCI shall carry a warranty from defects in material and workmanship under normal usage and proper installation and maintenance for a period of ninety (90) days from the date of shipment. Notwithstanding the foregoing, in the event JCI is reasonably able to identify a warranty for a period longer than the ninety (90) days applicable to equipment, parts or components not manufactured or labeled by JCI, it will assign all assignable rights under such warranty to Customer and reasonably cooperate in the enforcement of any warranty claim. Recertified or replacement parts installed on equipment and still under the original equipment manufacturer's warranty are covered for ninety (90) days or the remainder of the original equipment manufacturer warranty period, whichever is longer. For large tonnage chillers, JCI will warrant under normal usage and proper installation and maintenance for a period of one (1) year from the date of shipment: screw compressors, motors, control panels and components, VFD's and components and Liquid Cooled Solid State Starters and components. For small tonnage chillers, JCI will warrant under normal usage and proper installation and maintenance for a period of one (1) year from the date of shipment: scroll compressors, condenser coils, control panels and components, screw compressors (DXS and Mustang), and fan motors. In the event of a valid warranty claim, the Customer's remedy shall, at JCI's sole discretion and subject to the exclusions herein, be limited to repair or replacement of the subject equipment, part or component conditioned upon the return to JCI of any defective equipment, part or component. This Parts Warranty does not cover any shipping, handling or transportation charges or any associated labor costs.

LABOR WARRANTY:

Johnson Controls, Inc. (JCI) warrants its workmanship or that of its agents in relation to installation of materials for a period of ninety (90) days from date of installation or with respect to service work for a period of ninety (90) days from the date of service. Customer acknowledges that re-performance shall be its exclusive and only remedy with regards to any services provided by JCI. Customer shall bear all labor costs associated with the repair or replacement of failed material that is outside the scope of this express labor warranty. All warranty labor shall be executed during JCI normal business hours.

These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained.

THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES.

For Questions Regarding Service, Please Contact:
Version: Release # PHL 3

Alana Miller

(866) 855-5844