

AMENDMENT NO. 1
to the
REVISED AND RESTATED MEMORANDUM OF AGREEMENT
between
THE COUNTY OF MONTEREY
and
THE CITY OF SALINAS
regarding
ANIMAL CONTROL SERVICES ADMINISTRATION

This Amendment No. 1, effective January 1, 2023, to the Revised and Restated Memorandum of Agreement is made and entered into by and between the County of Monterey (“County”) and the City of Salinas (“City”), hereinafter collectively referred to as “Parties.”

WHEREAS, the City and the County entered into the Agreement on January 1, 2022 for the purpose of continuing a program for the mutual benefit of the City and the County to combine animal control management services under one agency instead of their respective agencies; and

WHEREAS, The County seeks to employ certain positions for the City’s benefit beginning December of 2022 and the City agrees to pay the County the costs associated with those employments and, therefore, seeks to adjust the City’s payments to the County during the 2022 calendar year and beyond; and

WHEREAS, the Agreement is set to expire on December 31, 2022 and the City and the County are in agreement that an update and extension of that agreement is required as the final work is done for a formal Joint Powers Agency; and

WHEREAS, the City and the County are in agreement that they should continue operating combined animal control management services through an agreement for services while continuing to work on establishing a formal Joint Powers Agency; and

WHEREAS, this Amendment will:

- 1.Continue the shared staffing positions as set in the Scope of Services and add additional shared staffing positions, to be hired as soon as practically possible, including two Animal Control Officers, one Office Assistant II, one Animal Care Technician, and two part time Office Assistant Is.
- 2.Update costs through the duration of this amendment.
- 3.Extend the term of the Agreement to June 30, 2023.

NOW, THEREFORE, in mutual consideration of the covenants, terms, understandings, and conditions set further below, the Parties agree as follows:

1. **Replace Item 2, “Term”** to read as follows: “The term of this Agreement shall begin on January 1, 2022 and shall remain in effect for a total of eighteen (18) months, unless extended or shortened by mutual written agreement of the Parties. Either Party may terminate this Agreement at any time by providing 90 days advance written notice to the other Party.

2. **Replace Item 3, “Payment”** to read as follows: “The City agrees to pay, and the County agrees to accept, as full and fair consideration for the County’s performance of the Consolidated Services and costs associated with this Agreement, the following amounts:
January 1, 2022 through December 1, 2022 - not to exceed \$694,000
January 1, 2023 through June 30, 2023 – not to exceed \$700,093
The County shall submit to the City an invoice, on a quarterly basis, that represents the County’s actual costs for providing the Consolidated Services, minus associated revenue collected on the City’s behalf . The invoice shall include any vendor or other shared costs for Consolidated Services. Any such invoices shall be in full accord with applicable provisions of this Agreement. The City shall make payment on such invoices within 30 days of receipt.”

3. **Amend Exhibit A – Consolidated Services to add Item 9 to read:**

9. Amended Shared Staffing beginning November 2022:

Animal Control Officer. The County will provide two Animal Control Officers (ACOs) to perform ACO related duties for the City. The ACOs will take general direction from the Animal Services Supervisor. The County/City shared staffing cost of this position will be County 0% and City 100% and shall be through the term of this Agreement.

Office Assistant II. The County will provide one Office Assistant II to perform clerical and office duties for consolidated services. The OA II will receive general direction from the Principled Office Assistant. The County/City shared staffing cost of this position will be County 0% and City 100% and shall be through the term of this Agreement.

Animal Care Technician. The County will provide one additional Animal Care Technician to perform animal care -related duties for consolidated services. The Animal Care Technician will take general direction from the Animal Services Supervisor. The County/City shared staffing cost of the position will be County 0% and City 100% and shall be through the terms of this Agreement.

Part time Office Assistant I: The County will provide two part time Office Assistant I positions to perform clerical and office duties for consolidated services. The OA I’s will receive general direction from the Principled Office Assistant. The County/City shared staffing cost of this position will be County 0% and City 100% and shall be through the term of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as set forth below:

Elsa Jimenez, Director of Health

Date

Approved as to Form

DocuSigned by:
Shane Strong
F631FE484254499... Shane Strong
Deputy County Counsel
office of County Counsel

12/5/2022 | 8:11 AM PST

Date

Approved as to Fiscal Provisions

DocuSigned by:
Jennifer Forsyth
4E7E657875454AE... Jennifer Forsyth
Auditor-Controller
Auditor-Controller Analyst II

12/5/2022 | 9:18 AM PST

Date

City of Salinas

Steven Carrigan
City Manager

Date

Approved as to Form

Christopher A. Callihan
City Attorney

Date