

**AMENDMENT NO. 2
TO THE AGREEMENT BETWEEN THE
COUNTY OF MONTEREY
AND
SPAY NEUTER IMPERATIVE PROJECT CALIFORNIA dba SNIP**

This Amendment No. 2 to Agreement, No. A-15943, is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and Spay Neuter Imperative Project California dba SNIP, hereinafter referred to as “CONTRACTOR.”

WHEREAS, the COUNTY and CONTRACTOR entered into Agreement A-15943 with a start date of July 11, 2022 in an amount not to exceed \$194,400 for the provision of all-inclusive feral cat spay/neuter clinics along with domestic cat spay/neuter clinics within unincorporated Monterey County communities and the City of Salinas with no cost for residents; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 1 to add \$42,000 to increase the total amount of the Agreement to \$236,400 to cover 12 additional clinics (1 clinic per month) between December 13, 2022 and December 12, 2023 funded by the Sniptember Grant from the Regents of the University of California on behalf of its Davis Campus School of Veterinary Medicine on behalf of its Koret Shelter Medicine Program in connection with the California for All Animals statewide animal shelter assistance program; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT to extend the term by six months for a new term ending June 30, 2024, add \$180,000 to increase the total amount of the Agreement to \$416,400 to cover up to 27 additional spay/neuter clinics for unincorporated Monterey County residents for Fiscal Year 2023-24 and up to 18 spay/neuter clinics for the City of Salinas residents, with the first 12 clinics being held through December 31, 2023 and any remaining 6 clinics to be offered January 1, 2024 through June 30, 2024, and replace Exhibit A.

NOW THEREFORE, both parties hereby agree to renew and amend the Agreement as follows:

1. **Section 2.0, “PAYMENT PROVISIONS”**, shall be amended by removing, “The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$236,400” **and replacing it with** “The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$416,400”.
2. **Section 3.01, “TERM OF AGREEMENT,”** shall be amended by removing, “The term of this Agreement is from July 11, 2022, to December 12, 2023, unless sooner terminated pursuant to the term of this Agreement.” **and replacing it with** “The term of this Agreement is from July 11, 2022, to June 30, 2024, unless sooner terminated pursuant to the term of this Agreement.”
3. Exhibit A is replaced with Exhibit A-2. All references in the Agreement to Exhibit A shall be construed to refer to Exhibit A-2.

4. All other terms and conditions of the Agreement remain unchanged and in full force. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
5. A copy of this Amendment No. 2 shall be attached to the original Agreement executed by the County on July 26, 2022.
6. This Amendment No. 2 is effective upon execution.

******* SIGNATURE PAGE TO FOLLOW *******

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 2 as of the day and year written below.

COUNTY OF MONTEREY

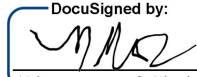
CONTRACTOR

By: _____
Contracts/Purchasing Officer

Spay Neuter Imperative Project
California dba SNIP
Contractor's Business Name*

Date: _____

By: _____
Department Head (if applicable)

By: 

(Signature of Chair, President, or Vice President)*

Date: _____

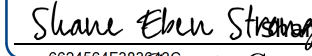
By: _____
Board of Supervisors (if applicable)

Melanie Scherer, President

Date: _____

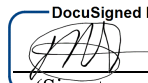
Date: 9/8/2023 | 1:21 PM PDT
Name and Title

Approved as to Financial¹

By: 

6624564F383649C
Shane Eben Strong
County Counsel
office of county counsel


Date: 9/15/2023 | 10:27 AM PDT

By: 

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure)*

Mark Sisler, CFO
Name and Title

Approved as to Fiscal Provisions²

By: 

E79EF64E5745AF6
Patricia Ruiz
Auditor/Controller

Date: 9/15/2023 | 4:17 PM PDT

Date: 9/11/2023 | 8:12 PM EDT

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹Approval by County Counsel is required.

²Approval by Auditor-Controller is required.

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9 of Standard County Agreement.

EXHIBIT A-2

To Agreement by and between
Animal Services, hereinafter referred to as "COUNTY"

AND

Spay Neuter Imperative Project (SNIP), hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- *CONTRACTOR will hold up to 30 clinics for unincorporated Monterey County residents for Fiscal Year 2022-23 and up to 12 clinics (2 clinics a month) for the City of Salinas residents from July 11, 2022 to December 30, 2022 and any remaining City clinics after that would be held January 1, 2023 to June 30, 2023, up to 12 additional clinics. In addition, CONTRACTOR will hold 12 shelter clinics (1 clinic per month) for Animal Services from December 13, 2022 through December 12, 2023, under the provision of the Sniptember Grant. Clinics will be held separately.*
- *CONTRACTOR may hold up to 27 spay/neuter clinics for unincorporated Monterey County residents for Fiscal Year 2023-24 (not to exceed \$108,000) and up to 18 clinics for the City of Salinas residents (not to exceed \$72,000), with the first 12 clinics to be held through December 31, 2023, and any remaining 6 clinics to be offered January 1, 2024 through June 30, 2024. Clinics will be held separately.*
- *CONTRACTOR will hold all-inclusive feral cat clinics with no outside cost for residents. Each feral cat clinic includes the spay/neuter, rabies & FVRCP vaccinations and ear tipping for each feral cat. These clinics are expected to serve approximately 40 cats per clinic. Additional services requested by the pet owner/caretaker are the responsibility of that pet owner/caretaker.*
- *CONTRACTOR will also hold domestic (owned cat and dog) animal spay/neuter clinics that will include spay/neuter surgery and rabies vaccination services with no cost to residents. Additional services requested by the pet owner/caretaker are the responsibility of that pet owner/caretaker.*
- *CONTRACTOR will determine clinic types and locations within unincorporated Monterey County and the City of Salinas, specifically targeting communities that have a need for domestic animal and feral cat sterilization and areas without regular access to low-cost spay/neuter services.*
- *CONTRACTOR will limit participation to unincorporated Monterey County residents or City of Salinas respectively.*
- *CONTRACTOR is permitted to bring unowned feral cats that require euthanasia to Animal Services for proper disposal, within regular business hours.*

A.2 CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

- *CONTRACTOR will submit invoices following each clinic. With each invoice, CONTRACTOR will provide the following data in a report: 1) total number of animals sterilized (specifying residents: unincorporated Monterey County or City of Salinas), 2) dogs vs cats; 3) male vs female; 2) number of female cats pregnant at time of surgery, 3) zip code and street name. This data will serve to help determine the locations that have benefitted from the services.*
- *CONTRACTOR will keep track of the total number of surgeries per species used with grant fund and number of spay/neuter events held.*
- *All written reports required under this Agreement must be delivered to Cindy Burnham, Animal Services Administrator, in accordance with the schedule above.*

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed **\$416,400** (\$108,000 allotted for County clinics and \$72,000 for City of Salinas clinics) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

\$4,000 total cost per mobile clinic, feral, domestic or combination of, to include spay/neuter, rabies and FVRCP vaccinations (feral only) and ear tip (feral only), with no additional cost to the resident or feral cat caretaker. Additional services requested by the pet owner/caretaker are the responsibility of that pet owner/caretaker.

Payments made to CONTRACTOR via the Sniptember Grant are not to exceed \$42,000 between December 13, 2022 and December 12, 2023.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

Invoices should be mailed to: Monterey County Health Department
Attn: Accounts Payable/Environmental Health
1270 Natividad Road
Salinas, CA 93906

Invoices may be emailed directly to: 296-FinanceAS@co.monterey.ca.us
Cc: burnhamc1@co.monterey.ca.us

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County. *Invoices and statistics are to be submitted after each clinic is provided and will be processed accordingly per County policy and procedure.*

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.