

**RENEWAL AND AMENDMENT NO. 1
TO THE AGREEMENT BETWEEN THE
COUNTY OF MONTEREY
AND
SOCIETY FOR THE PREVENTION OF ANIMALS FOR MONTEREY COUNTY
(SPCA)**

This Renewal and Amendment No. 1 to Agreement, No. A-17223, 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 Society for the Prevention of Animals for Monterey County (SPCA), hereinafter referred to as “CONTRACTOR.”

WHEREAS, the COUNTY and CONTRACTOR entered into Agreement A-17223 with a start date of February 20, 2025 in an amount not to exceed \$42,000 for the provision of all-inclusive spay/neuter mobile clinics for both owned domestic dogs and cats as well as feral cats of residents in South Monterey County; and

WHEREAS, the AGREEMENT expired by its terms on June 30, 2025; and

WHEREAS, the COUNTY and CONTRACTOR mutually desire to reinstate the AGREEMENT with effect retroactive to July 1, 2025, and to amend the AGREEMENT as provided below; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT to extend the term for an additional year for a new term of February 20, 2025 through June 30, 2026, increase the total AGREEMENT amount by \$200,000 to allow for spay/neuter clinics in the community as approved and veterinary services for shelter animals as approved, for a new total Agreement amount of \$242,000, 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 \$42,000” **and replacing it with** “The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$242,000”.
2. **Section 3.0, “TERM OF AGREEMENT”, Section 3.01, shall be amended by removing** “The term of this AGREEMENT is from February 20, 2025 to June 30, 2025, unless sooner terminated pursuant to the terms of this AGREEMENT.”, **and replacing it with** “The term of this AGREEMENT is from February 20, 2025 to June 30, 2026, unless sooner terminated pursuant to the terms of this AGREEMENT.”
3. **Exhibit A is replaced** with Exhibit A-1. All references in the Agreement to Exhibit A shall be construed to refer to Exhibit A-1.

4. All other terms and conditions of the Agreement remain unchanged and in full force. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
5. A copy of this Renewal & Amendment No. 1 shall be attached to the original Agreement executed by the County on February 20, 2025.
6. This Renewal & Amendment No. 1 is effective upon execution.

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

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Renewal & Amendment No. 1 as of the day and year written below.

COUNTY OF MONTEREY

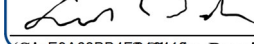
CONTRACTOR

By: _____
Contracts/Purchasing Officer

Society for the Prevention of Animals
For Monterey County (SPCA)
Contractor's Business Name*

Date: _____

By: _____
Department Head (if applicable)

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

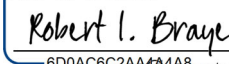
Date: _____

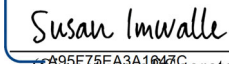
By: _____
Board of Supervisors (if applicable)

Scott Delucchi President & CEO
Name and Title

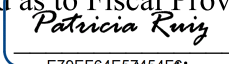
Date: _____

Date: 8/8/2025 | 12:31 PM PDT

Approved as to Form!
By:  Robert I. Brayer
County Counsel
County of Monterey

By: 
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Susan Imwalle Vice President and CFO
Name and Title

Date: 8/13/2025 | 11:01 AM PDT

Approved as to Fiscal Provisions²
By:  Patricia Ruiz
Auditor/Controller
Auditor/Controller Analyst I

Date: 8/8/2025 | 2:56 PM CDT

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

**To Agreement by and between
County of Monterey, for services at Monterey County Health Department, (“COUNTY”)
and
Society for the Prevention of Animals for Monterey County (SPCA) (“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:
1. 10 Mobile Spay/Neuter clinics for both owned domestic dogs and cats as well as feral cats (as space allows). Each clinic will cost \$4,200 and include spay/neuter, rabies and FVRCP or DHPP vaccination (and ear tip for any feral cats). These clinics are for any South County resident, residing in either an unincorporated Monterey County area or South County city that is located south of Chualar. CONTRACTOR will be responsible to coordinate clinics with participants.
 2. CONTRACTOR shall provide spay/neuter services and additional veterinary services for shelter animals as requested and approved in writing by HRAS staff, for the duration of the Agreement. All services are subject to staff approval and the availability of budgeted funds.
 - a. Invoices for these services shall be separate from any other community clinic service invoices and must include animal ID numbers for each service provided.
 - b. CONTRACTOR shall provide an updated cost per clinic and updated cost per service/treatment for approval prior to any scheduling. Cost per clinic to include spay/neuter, core vaccines, rabies vaccination and ear tip (feral only) with no additional cost to the resident or feral caretaker. Additional services including other vaccinations or microchips that are requested by the pet owner/caretaker are the responsibly of the pet owner/caretaker.
 - c. COUNTY shall communicate each individual need to CONTRACTOR and provide written approval via email prior to the delivery of any services or treatment.
- A.2** CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

1. CONTRACTOR shall submit invoices following each clinic. With each invoice, CONTRACTOR shall 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; 4) number of female cats pregnant at time of surgery, 5) zip code and street name. This data will serve to help determine the locations that have benefitted from the services;
2. All written reports required under this Agreement shall be delivered to the Animal Services Director or designated staff, in accordance with the schedule above.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

COUNTY shall pay an amount not to exceed **\$242,000** 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:

1. Mobile Spay/Neuter clinics are at the rate of \$4,200 per clinic and will provide services to approximately 25 animals per clinic. No additional fees are to be paid by COUNTY.
2. Residents are required to pay a \$25 deposit to CONTRACTOR when scheduling clinic services. This deposit will be refunded upon attending the scheduled clinic appointment.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR must obtain prior approval from COUNTY for all charges before submitting an invoice.

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.

CONTRACTOR shall invoice the COUNTY after services are provided for each animal that receives veterinary care. Each invoice must reference an animal with a

corresponding Animal ID number received from Animal Services. Invoices received without corresponding Animal ID numbers may not be paid.

CONTRACTOR shall submit invoices following each feral cat clinic.

CONTRACTOR shall submit invoices to:

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

Invoices shall be emailed directly to: 296-financeas@countyofmonterey.gov
Cc: gonzalezg@countyofmonterey.gov

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.

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.