

**AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT  
COUNTY OF MONTEREY & MANAGEMENT PARTNERS**

**THIS AMENDMENT** is made to the AGREEMENT for the provision of analytic services and report development related to an assessment of Animal Control functions by and between MANAGEMENT PARTNERS, hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

**WHEREAS**, the County and CONTRACTOR wish to amend the AGREEMENT to add additional services and to increase the total amount of the AGREEMENT due to the addition of services.

**NOW THEREFORE**, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 2., “PAYMENTS BY THE COUNTY” shall be amended by removing, “*The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$44,900.00.*” and replacing it with “*The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed \$57,900.00*”
2. EXHIBIT A – Scope of Services, Activity 4 – Report results, shall be amended by deleting the following language:

“CONTRACTOR shall:

- Produce a final report by **December 15, 2015**
- Provide a final report to Project Steering Committee
- In Partnership with County and City, present a final report and recommendations at the County Board of Supervisors and the City of Salinas City Council meetings as soon as possible at the City Council’s and County Board of Supervisors’ convenience but no later than **January 31, 2016**”

and substituting, instead,

“CONTRACTOR shall:

- Produce a **draft** final report by December 15, 2015
- Provide a **draft** final report to Project Steering Committee
- Based on analyses conducted by County and City of Salinas analyses of costs for one option for consolidating/sharing services, explore further financial analysis for option determined to be best likely organizational structure and operation model and incorporate into final report
- Produce final report outlining options and recommended option with financial analysis for consolidating/sharing services by **April 30, 2016**

- In partnership with County and City of Salinas, present final report and recommendations at Board of Supervisors and City of Salinas Council meetings by **May 30, 2016**

3. EXHIBIT A – Scope of Services, Section B Payment Provisions, subsection B.1 Compensation/Sum, shall be further amended by deleting the following language:

“County shall pay an amount not to exceed **\$44,900.00** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work”

and substituting, instead,

“County shall pay an amount not to exceed **\$57,900.00** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.”

4. EXHIBIT A – Scope of Services, Section B.2 Contractors Billing Procedures shall be further amended by deleting:

“Activity 4: Report Results: **\$10,600**

- Provide final report to Project Steering Committee.
- In partnership with County and City, present a final report and recommendations at the County Board of Supervisors and the City of Salinas City Council meetings.”

and substituting instead,

“Activity 4: Report Results: **\$23,600**

- Provide final report to Project Steering Committee.
- Explore further financial analysis for option determined to be best likely organizational structure and operation model.
- In partnership with County of Monterey and City of Salinas, present a final report and recommendations at the County Board of Supervisors and the City of Salinas City Council meetings.”

5. EXHIBIT A – Scope of Services, Section B.2 Contractors Billing Procedures shall be further amended by deleting:

<b>Total Cost</b>	<b>\$44,900.00</b>
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and substituting, instead,

<b>Total Cost</b>	<b>\$57,900.00</b>
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6. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT #1 and shall continue to full force and as set forth in the AGREEMENT.
  
7. A copy of the AMENDMENT #1 shall be attached to the original AGREEMENT executed by the County on September 3, 2015.

*This space left blank intentionally*

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

\_\_\_\_\_  
Contracts/Purchasing Officer

By:   
Signature of Chair, President, or  
Vice-President

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
Gerald E. Newfarmer, President and CEO

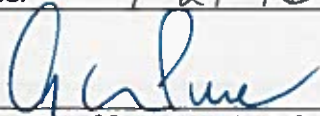
\_\_\_\_\_  
*Approved as to Fiscal Provisions:*

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Deputy Auditor/Controller

\_\_\_\_\_  
Dated: 4-21-16

\_\_\_\_\_  
Dated:

By:   
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

\_\_\_\_\_  
*Approved as to Liability Provisions:*

\_\_\_\_\_  
Amy C. Paul, Vice President and Treasurer

\_\_\_\_\_  
Risk Management

\_\_\_\_\_  
Printed Name and Title

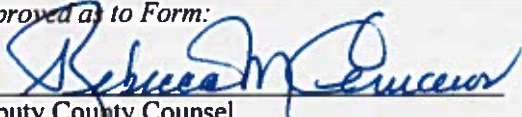
\_\_\_\_\_  
Dated:

\_\_\_\_\_  
Dated: 4-21-16

\_\_\_\_\_  
*Approved as to Form:*

\_\_\_\_\_  
Deputy County Counsel

\_\_\_\_\_  
Dated:



\_\_\_\_\_  
Director of Health

\_\_\_\_\_  
Dated:

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

## EXHIBIT A1

**To Amended Agreement by and between  
Monterey County Health Department, hereinafter referred to as “County”  
AND  
Management Partners, 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:

Provide a report and action plan identifying options for combining animal services programs between County and City of Salinas, including conducting interviews and focus groups, and providing data analyses of animal control functions currently conducted by both agencies.

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

#### Activity 1: Project Commencement

**By September 30, 2015**, CONTRACTOR shall:

- Conduct a planning meeting with County and the City of Salinas (City) to refine the project work plan
- Develop a Project Steering Committee, comprised of City and County representatives,
- Hold kick-off meeting with the Project Steering Committee
- Identify, through consultation with the Project Steering Committee, key County and City staff and stakeholder groups
- Request and gather background materials and data necessary to conduct analyses on County and City animal services programs, including but not limited to, budgeting, staffing, policies, procedures, field operations and capacity, licensing operations and capacity, evaluation of shelter operations and capacity, identification of opportunities for merging or sharing services, facility and equipment usage, and implications for existing service contracts

#### Activity 2: Gather Data

**By October 30, 2015**, CONTRACTOR shall:

- Develop materials needed for interviews and focus groups as determined necessary for data collection efforts

- Conduct interviews with City and County managers
- Conduct interviews with key staff of City and County Animal Services
- Conduct focus groups with stakeholders
- Tour City and County Animal Services facilities
- Produce an aggregated summary of common themes identified during focus groups and interviews
- Provide copy of summary results to Project Steering Committee

### **Activity 3: Conduct Analysis**

**By November 30, 2015**, CONTRACTOR shall:

- Analyze budget and staffing levels of both operations
- Review policies and procedures
- Evaluate field operations and capacity
- Evaluate licensing operations and capacity
- Evaluate shelter operations and capacity
- Evaluate administration operations and capacity
- Evaluate veterinary clinic operations and capacity
- Conduct analyses of all data collected
- Identify opportunities for merging or sharing of programs and services
- Produce written preliminary observations and recommendations
- Present analyses and preliminary observations/recommendations to the Project Steering Committee for input
- Draft project report
- Provide copy of draft report to Project Steering Committee
- Review draft project report with Project Steering Committee

### **Activity 4: Report Results**

CONTRACTOR shall:

- Produce a draft final report by **December 15, 2015**
- Provide draft final report to Project Steering Committee
- Based on analyses conducted by County and City of Salinas analyses of costs for one option for consolidating/sharing services, explore further financial analysis for option determined to be best likely organizational structure and operation model and incorporate into final report
- Produce final report outlining options and recommended option with financial analysis for consolidating/sharing services by **April 30, 2016**

- In partnership with County and City of Salinas, present final report and recommendations at Board of Supervisors and City of Salinas Council meetings by **May 30, 2016**

**Activity 5: Support Implementation**

If action is approved by the County Board of Supervisors and the City of Salinas City Council, CONTRACTOR shall:

- Develop draft implementation action plan **within 30 days of City of Salinas City Council and County Board of Supervisors approval.**
- Provide draft action plan to the Project Steering Committee
- Review draft action plan with Project Steering Committee
- Provide final action plan to Project Steering Committee within two weeks after review of draft action plan with Project Steering Committee

**B. PAYMENT PROVISIONS**

**B.1 COMPENSATION/SUM**

County shall pay an amount not to exceed **\$57,900.00** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

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**

CONTRACTOR shall invoice the County upon completion of each of the following major activities in the following approximated amounts. Payment shall be based upon satisfactory completion of each activity and acceptance of each deliverable.

Activity	Amount
<b>Activity 1: Project Commencement</b>	<b>\$5,000</b>
<b>Activity 2: Gather Data</b> Provide copy of summary results to Project Steering Committee.	<b>\$11,000</b>
<b>Activity 3: Conduct Analysis</b> <ul style="list-style-type: none"> <li>• Provide copy of draft report to Project Steering Committee.</li> <li>• Review draft project report with Project Steering Committee.</li> </ul>	<b>\$16,300</b>
<b>Activity 4: Report Results</b> <ul style="list-style-type: none"> <li>• Provide final report to Project Steering Committee.</li> <li>• Explore further financial analysis for option determined to be best likely organizational structure and operation model.</li> </ul>	<b>\$23,600</b>

<ul style="list-style-type: none"> <li>In partnership with County and City, present a final report and recommendations at the County Board of Supervisors and the City of Salinas City Council meetings.</li> </ul>	
<b>Activity 5: Support Implementation</b> Provide final action plan to Project Steering Committee	<b>\$2,000</b>
<b>Total Cost</b>	<b>\$57,900.00</b>

Note: Items related to developing financial profile for selected option to be compensated based on actual hours worked and any expenses incurred for on-site meetings, in an amount not to exceed \$13,000.00 .

CONTRACTOR shall submit invoices to:

Monterey County Health Department  
 Attn: Krista Hanni, Program Manager  
 1270 Natividad Road, Salinas, CA 93906  
[Hannikd@co.monterey.ca.us](mailto:Hannikd@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.

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.