

**AMENDMENT NO. 1**  
**to the**  
**MEMORANDUM OF AGREEMENT**  
**between**  
**THE COUNTY OF MONTEREY**  
**and**  
**THE CITY OF SALINAS**  
**regarding the**  
**ANIMAL CONTROL SERVICES ADMINISTRATION PILOT PROJECT**

**This Amendment No. 1, effective April 2, 2019**, to the Memorandum of Agreement (“MOA”) is made and entered into by and between the County of Monterey (“County”) and the City of Salinas (“City”) hereafter collectively referred to as “Parties.”

**WHEREAS**, on November 7, 2017 County and City entered into the MOA for Animal Control Services Administration Pilot Project.

**WHEREAS**, On May 14, 2018, the County hired the Animal Services Administrator to implement the provisions of the MOA for Consolidated Service.

**WHEREAS**, this Amendment No.1 will:

1. Modify scope of services for the provision of additional shared services in the area of operation supervision, volunteer coordination, and Advisory Board composition; and
2. Extend the term to June 30, 2020; and
3. Add additional funding in the amount of \$324,339 for a revised total to not exceed \$590,559 for the term of the MOA.

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

1. **Amend Item 1. Scope of Services** to replace “**item c**” to read as follows: “The County will provide an Animal Services Supervisor (1.0 FTE) who shall assist the Administrator in the provision of Consolidated Services and will be dedicated to oversight of City of Salinas operations at (0.80 FTE). The Animal Services Supervisor will take general direction from the Animal Services Administrator for day to day oversight of City of Salinas operations and will provide feedback to the City of Salinas Police Administration with respect to employee performance”; and
2. **Amend Item 1. Scope of Services** to replace “**item d**” to read as follows: “The County will provide a Volunteer Coordinator (1.0 FTE) who shall assist the Administrator in the provision of Consolidated Services and will be tasked with developing and implementing a comprehensive Volunteer Program for both the County and City Animal Services operations. The Volunteer Coordinator will take general direction from the Animal Services Administrator”; and

3. **Amend Item 1. Scope of Services** to add “**item e**” to read as follows: “The Administrator shall provide overall direction, management and control regarding the provision of Consolidated Services. The Administrator shall provide direct management and supervision of County personnel with respect to such services. The City shall have direct management and supervision of City personnel with respect to such services”;
4. **Amend Item. 1 Scope of Services** to add “**item f**” to read as follows: “The Administrator will prepare a proposal for consolidation of the Animal Services Advisory Boards. Proposal and timeline of activities will be presented to City and County Administrators for consideration by April 30, 2019. If approved, consolidated Animal Services Advisory Board will take effect July 1, 2019.
5. **Replace Item 2. Billing** to read as follows: “County shall submit to City an invoice, on a quarterly basis, that represents forty-five percent (45%) of the cost of the Administrator; eighty five percent (85%) of the Animal Services Supervisor; and fifty percent (50%) of the Volunteer Coordinator. Cost shall include salary, as determined by County personnel policies plus ordinary County employment benefits and proportional share of services and supplies. Any such invoices shall be in full accord with applicable provisions of this MOA. City shall make payment on each such invoice within thirty (30) days of receipt. Administrator costs are estimated by the Parties to equal up to \$375,438 over the revised term of the MOA. The Administrator of this Pilot Project will receive an annual salary of up to \$120,000. The City’s portion of the estimated cost, at forty-five percent, will amount to approximately \$168,947 over the term of this MOA. Animal Services Supervisor costs are estimated by the Parties to equal up to \$120,479 with the City’s portion of the estimated costs at eighty five percent (85%) will amount to approximately \$102,407. Volunteer Coordinator costs are estimated by the Parties to equal up to \$94,642 with the City’s portion of the estimated costs at fifty percent (50%) will amount to approximately \$47,321. The total estimated portion funded by the City is \$318,676 and \$271,884 by the County.
6. **Replace Item 3. Term** to read as follows: “The term of this MOA begins after approval of the MOA by the Monterey County Board of Supervisors and the Salinas City Council, and on the date that the Administrator subsequently begins performance of his or her duties as mutually agreed upon by the parties. It shall remain in effect through June 30, 2020, unless extended or sooner terminated by mutual written agreement of the Parties. This MOA may be extended or shortened by written agreement of the Parties. Either Party may terminate this MOA at any time by providing 90-days written notice to the other Party.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement as set forth below:

\_\_\_\_\_  
Elsa Jimenez, Director of Health

\_\_\_\_\_  
Date

**Approved as to Form**

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

\_\_\_\_\_  
Date

**Approved as to Fiscal Provisions**

\_\_\_\_\_  
Auditor-Controller

\_\_\_\_\_  
Date

**City of Salinas**

\_\_\_\_\_  
Ray E. Corpuz, Jr., City Manager

\_\_\_\_\_  
Date

**Approved as to Form**

\_\_\_\_\_  
Christopher Callihan, City Attorney

\_\_\_\_\_  
Date

