

AMENDMENT NO. 2
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. 2, effective January 1, 2020, 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 on April 2nd, 2019, Amendment No. 1 was approved by the County and the City.

WHEREAS on July 1, 2019, the County hired an Animal Services Supervisor dedicated to oversight of City of Salinas operations per Amendment No. 1.

WHEREAS on October 28, 2019, the County hired an Education/Volunteer Coordinator per Amendment No. 1.

WHEREAS, Amendment No. 1, provided approval for a consolidated Animal Services Advisory Board once terms and timelines were presented to City and County Administrators.

WHEREAS, this Amendment No.2 will:

1. Modify scope of services for this provision of additional shared services in the area of Animal Care and Veterinary Services.
2. Add additional funding in the amount of \$381,343 for a revised total to not exceed \$971,902 for the term of the MOA.

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

1. **Amend Item 1. Scope of Services** to replace “**item e**” to read as follows: “The County will provide one (1) Animal Care Technician (1.0 FTE) to perform animal care related duties for the City and the operation of their animal shelter facility. The Animal Care Technician will take general direction from the Animal Services Supervisor”.

2. **Amend Item 1. Scope of Services** to replace “**item f**” to read as follows: “The County will provide a Veterinarian (1.0 FTE) who shall assist the Administrator in the provision on Consolidated Services and will share veterinary duties between both shelter facilities as needed (50/50% share). The Veterinarian will take general direction from the Animal Services Administrator”.
3. **Amend Item 1. Scope of Services** to add “**item g**” to read as follows: “The County will provide a Registered Veterinary Technician (1.0 FTE) who shall assist the Veterinarian in the provision on Consolidated Services and will share veterinary duties between both shelter facilities as needed (50/50% share). The Registered Veterinary Technician will take general direction from the Animal Services Supervisor”.
4. **Amend Item 1. Scope of Services** to add “**item h**” 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.”
5. **Replace Item 2. Billing** to read as follows: “County shall submit to City an invoice, on a quarterly basis, that represents forty-five (45%) of the cost of the Administrator; eighty five percent (85%) of the Animal Services Supervisor; fifty percent (50%) of the Volunteer Coordinator; one hundred percent (95%) of *one* Animal Care Technician II; fifty percent (50%) of the Veterinarian; and fifty percent (50%) of the Registered Veterinary Technician. Cost shall include salary, as determined by County personnel policies plus ordinary County employment benefits and proportional overhead costs. Any such invoices shall be in full accord with applicable provisions of the MOA. City shall make payment on each such invoices 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.

Animal Care Technician II (1.0 FTE) costs for half a year are estimated by the Parties to equal to \$41,205 with the City’s portion of the estimated costs at one hundred percent (100%) will amount to approximately \$41,205. Veterinarian costs are estimated by the Parties to equal up to \$105,499 for half a year with the City’s portion of the estimated costs at fifty percent (50%) will amount to approximately \$52,750. Registered Veterinary Technician costs for half a year are estimated by the Parties to equal up to \$43,968 with the City’s portion of the estimated costs at fifty percent (50%) will amount to approximately \$21,984. The total estimated portion funded by the City is \$434,614 and \$346,618 by the County. All these costs are summarized in the table below.

Position	Start Date	End Date	Total Costs	City Share	Total City Costs	City Costs in Contract	County Costs In Contract	Notes
City Administrator	5/1/2018	6/30/2020	\$ 375,438	45%	\$ 168,947	168,947	206,491	
Animal Services Supervisor	7/1/2019	6/30/2020	120,479	85%	\$ 102,407	102,407	18,072	
Educator and Volunteer Coordinator	7/1/2019	6/30/2020	94,642	50%	\$ 47,321	47,321	47,321	
Registered Vet Technician	1/1/2020	6/30/2020	87,936	50%	\$ 43,968	21,984	21,984	Pro-rated for half a year
Veterinarian	1/1/2020	6/30/2020	210,998	50%	\$ 105,499	52,750	52,750	Pro-rated for half a year
Animal Care Technician II	1/1/2020	6/30/2020	82,409	100%	\$ 82,409	41,205	-	Pro-rated for half a year
Grand Total			\$ 971,902		\$ 550,551	\$ 434,614	\$ 346,618	

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 A. Callihan
City Attorney

Date