

**AMENDMENT NO. 1
TO THE
JOINT EXERCISE OF POWERS AGREEMENT
BY AND BETWEEN THE COUNTY OF MONTEREY
AND THE CITY OF SALINAS,
JOINT POWERS AUTHORITY:
“HITCHCOCK ROAD ANIMAL SERVICES AGENCY”**

THIS AMENDMENT NO. 1 to the JOINT EXERCISE POWERS AGREEMENT (the Agreement), Resolution No. 22-500 is made by and between the County of Monterey (COUNTY/Lead Agency), a political subdivision of the State of California and City of Salinas (CITY), established as the Joint Powers Agency: Hitchcock Road Animal Services (JPA/Agency) with respect to the following.

WHEREAS, on December 26, 2022 the County of Monterey and the City of Salinas entered into a JOINT EXERCISE OF POWERS AGREEMENT (JPA AGREEMENT), Resolution No. 22-500 for the term January 1, 2023 and until terminated pursuant to Article IX of the JPA AGREEMENT, for the use of the Animal Services Center and the provision of other animal services; and

WHEREAS, on January 1, 2023, Hitchcock Road Animal Services Agency (HRAS) was established with the objective of merging the City of Salinas and the County of Monterey entities, for the betterment of all animals in our communities’ requiring services, as well as the residents and taxpayers of both entities, with the ability to utilize shared equipment, resources, and personnel; and

WHEREAS, the COUNTY serves as the Administering Agency for HRAS under the Joint Powers Act, encompassing the contracting parties: County of Monterey and City of Salinas; and

WHEREAS, Article III, Section 3.9 of the Agreement requires that HRAS obtain sufficient insurance “to protect the Agency and its Member Agencies from claims for damages arising from the activities of the Agency, its Board of Directors, officers, and employees” by obtaining comprehensive general liability insurance as well as excess liability, worker’s compensation insurance, and automobile insurance; and

WHEREAS, the COUNTY’s role as Administering Agency includes providing staff and vehicles to HRAS, meaning that the COUNTY’s insurance covers all such obligations besides comprehensive general liability insurance; and

WHEREAS, HRAS has been working to obtain comprehensive general liability insurance coverage. As part of that process, a potential carrier asked HRAS to amend the JPA Agreement to clarify insurance coverage responsibilities as between the JPA and the COUNTY as the Administering Agency. The Amendment removes extraneous insurance requirements from the JPA Agreement and confirms that the JPA’s sole insurance obligation is to maintain comprehensive general liability coverage, consistent with current practice and insurer requirements. Other coverages required by the JPA Agreement are covered by the County. Approval by the COUNTY and CITY is required to finalize the amendment, which was previously approved by a 4/5 vote of the JPA Board on November 20, 2025. There are no

changes to the JPA AGREEMENT term of January 1, 2023 until mutually terminated.

NOW THEREFORE, HRAS hereby agree to amend the JPA AGREEMENT as follows:

1. **Section 3.9, “Indemnity and Insurance”, Section 3.9, shall be amended and restated as follows**, “Section 3.9. Indemnity and Insurance. The Agency shall defend, indemnify, and hold harmless each Member Agency to this Agreement and its respective Board of Director members, officers, agents and employees, from all claims, losses, damages, costs, injury, and liability arising out of the Agency’s performance of its obligations under this Agreement. The Executive Director shall obtain, and keep in place, a comprehensive general liability policy of insurance with coverage and a limit sufficient to protect the Agency and its Member Agencies from claims for damages arising from the activities of the Agency, its Board of Directors, officers, and employees. The Board of Directors shall, from time to time, set the appropriate level of coverage and shall determine whether additional insurance coverage is appropriate. Each Member Agency shall be named as an “additional insured” on each policy of insurance.”
2. Except as provided herein, all remaining terms, conditions, and provisions of the JPA AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 1 and shall continue in full forces and effect as set forth in the JPA AGREEMENT.
3. The recitals to this Amendment No. 1 are hereby incorporated by this reference.
4. A copy of the Amendment No. 1 shall be attached to the original JPA AGREEMENT executed by COUNTY on December 26, 2022
5. This Amendment No. 1 is effective upon execution

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

IN WITNESS WHEREOF, COUNTY and CITY have executed this AMENDMENT NO. 1 as of the day and year written below.

COUNTY OF MONTEREY:

CITY OF SALINAS:

Chair or designee

Mayor

Monterey County Board of Supervisors

City of Salinas

Dated:

Date:

Approved as to Form:

Approved as to Form:

DocuSigned by:

Robert I. Brayer

Robert I. Brayer

Office of the County Counsel

County of Monterey

1/27/2026 | 12:18 PM PST

City Attorney

Approved as to Fiscal Provisions:

DocuSigned by:

Patricia Ruiz

Patricia Ruiz

Office of the Auditor Controller

Auditor Controller Analyst I

1/29/2026 | 8:12 AM PST