

**AMENDMENT NO. 1
TO THE AGREEMENT BETWEEN THE
COUNTY OF MONTEREY
AND
SPAY NEUTER IMPERATIVE PROJECT CALIFORNIA dba SNIP**

This Amendment No. 1 to Agreement, No. A-17082, 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 Spay Neuter Imperative Project California dba SNIP, hereinafter referred to as “CONTRACTOR.”

WHEREAS, the COUNTY and CONTRACTOR entered into Agreement A-17082 with a start date of September 1, 2024 in an amount not to exceed \$315,000 for the provision of all-inclusive feral cat spay/neuter clinics along with domestic cat spay/neuter clinics within unincorporated Monterey County communities and the City of Salinas with no cost for residents, and Shelter Sniptember Clinics; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT No. A-17082 to replace Exhibit A and add \$37,500 to increase the total amount of the Agreement to \$352,500 to cover 10 separate additional clinics (2 clinics per month) between February 1, 2025 and June 30, 2025.

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 \$315,000” **and replacing it with** “The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$352,500”.
2. **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.
3. 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.
4. A copy of this Amendment No. 1 shall be attached to the original Agreement executed by the County on October 8, 2024.
5. This Amendment No. 1 is effective upon execution.

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

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

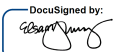
COUNTY OF MONTEREY

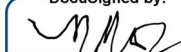
CONTRACTOR

By: _____
Contracts/Purchasing Officer

Spay Neuter Imperative Project
California dba SNIP
Contractor's Business Name*

Date: _____

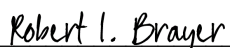
By:  _____
Department Head (if applicable)
Date: 2/25/2025 | 10:39 AM PST

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

By: _____
Board of Supervisors (if applicable)
Date: _____


Melanie Scherer Founder
Name and Title
Date: 1/22/2025 | 2:49 PM PST

Approved as to Form¹

By:  Robert I. Brayer
County Counsel
Deputy County Counsel
Date: 1/28/2025 | 8:20 AM PST

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*
Name and Title

Approved as to Fiscal Provisions²

By:  Patricia Ruiz
Auditor/Controller
Auditor Controller Analyst I
Date: 1/28/2025 | 9:16 AM PST

Date: _____

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-1

**To Agreement by and between
Animal Services, hereinafter referred to as “COUNTY”
AND
Spay Neuter Imperative Project (SNIP), 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:

1. CONTRACTOR will hold up to 48 clinics for unincorporated County of Monterey residents for Fiscal Year 2024-25 and 24 clinics for the City of Salinas residents.
 - a. Clinics will be either; (a) feral cat clinics where each feral cat clinic includes the spay/neuter, and ear tipping for each feral cat. These clinics are expected to serve approximately 40 cats per clinic. Additional services requested by the pet owner/caretaker are the responsibility of that pet owner/caretaker; or (b) domestic (owned cat and dog) animal spay/neuter clinics that will include spay/neuter surgery with no cost to residents. Additional services requested by the pet owner/caretaker, including vaccinations, are the responsibility of that pet owner/caretaker. These clinics are expected to range between 25-40 animals depending on the number of dogs that are scheduled.
2. In addition, CONTRACTOR will hold 12 separate shelter clinics (1 clinic per month) for Animal Services from July 1, 2024, through June 30, 2025, under the provision of the renewed Sniptember Grant. Clinics will be held separately in collaboration with COUNTY.
3. CONTRACTOR, with input from COUNTY, will determine clinic types and locations within unincorporated Monterey County and the City of Salinas, specifically targeting communities that have a need for domestic animal and feral cat sterilization and areas without regular access to low-cost spay/neuter services.
4. CONTRACTOR will limit participation to unincorporated Monterey County residents or City of Salinas respectively.
5. CONTRACTOR is permitted to bring unowned feral cats that require euthanasia to Animal Services for proper disposal, within regular business hours.

Spay Neuter Imperative Project (SNIP)
Amendment No. 1
Term: 09/01/24 – 06/30/25
NTE: \$352,500

A.2 CONTRACTOR shall provide additional separate services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. 10 additional Mobile Spay/Neuter clinics will be conducted between February 2025 and June 2025, with 2 clinics scheduled per month. These clinics will focus on feral cats and as needed to fill a clinic, large dogs, all residing in any Salinas zip code (including both City and County areas).
 - a. **Cost:** Each clinic will cost \$3,750, for a total of \$37,500.
 - b. **Services:** Spay/neuter procedures will be provided at no cost to feral caretakers/owners to include ear tipping. Vaccines are not included.
 - c. **Capacity:** Each clinic will accommodate up to 40 feral cats, with a total goal of 400 ferals being served in the Salinas area during this period.

A.3 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. CONTRACTOR shall track the total number of surgeries per species used with renewed Sniptember grant fund and number of spay/neuter events held.
3. All written reports required under this Agreement must be delivered to the Animal Services Administrator, in accordance with the schedule above.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed **\$352,500** (\$180,000 allotted for County of Monterey mobile clinics, \$90,000 for City of Salinas mobile clinics and \$45,000 for Shelter Sniptember clinics) 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:

\$3,750 total cost per County of Monterey and City of Salinas mobile clinics, feral, domestic or combination of, to include spay/neuter, and ear tip (feral only), with no additional cost to the resident or feral cat caretaker. Additional services, including

vaccinations, requested by the pet owner/caretaker are the responsibility of that pet owner/caretaker.

\$3,750 per shelter Sniptember clinic to include spay/neuter, ear tip (if needed) only. COUNTY will provide all vaccinations as needed.

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, payment after completion of each major part of the AGREEMENT, payment at conclusion of the AGREEMENT, etc.

Invoices shall be emailed directly to: 296-FinanceAS@countyofmonterey.gov

Cc: burnhamc1@countyofmonterey.gov
Gonzalezg@countyofmonterey.gov

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

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. Invoices and statistics are to be submitted after each clinic is provided and will be processed accordingly per County policy and procedure.

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.