

AMENDMENT NO. 3
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. 3, effective July 1, 2021, 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”), hereinafter collectively referred to as “Parties.”

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

WHEREAS, on May 14, 2018, the County hired the Animal Services Administrator to implement the provisions of the MOA for Consolidated Service; and

WHEREAS, on April 2, 2019, Amendment No. 1 to the MOA was approved by the County and the City; and

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

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

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

WHEREAS, Amendment No. 2 modified the scope of services for additional shared services in the area of animal care and veterinary services and added additional funding in the amount of \$113,603.50, for a revised total not-to-exceed \$808,303.00 for the term of the MOA; and

WHEREAS, on March 18, 2020, the County increased the Veterinarian and Registered Veterinary Technician to full time, as a shared service per Amendment No. 2; and

WHEREAS, on April 27, 2020, the County hired an Animal Care Technician per Amendment No. 2; and

WHEREAS, in April of 2020 in response to the COVID-19 federal, state and local state of emergency, the Parties entered into an emergency Memorandum of Understanding (“COVID-19 MOU”) authorizing both Parties to work in the County facility, during the COVID-19 health pandemic before a Joint Powers Agreement (“JPA”) was in place; and

WHEREAS, the Parties executed an addendum to the COVID-19 MOU, that extended this MOA and all other current agreements in place between the Parties relating to shared services, resources, and staffing, to June 30, 2021; and

WHEREAS the Parties, under the COVID-19 MOU, continue to successfully work in one facility and have continued to provide essential services to the animals and residents of Salinas and Monterey County during the COVID-19 health pandemic; and

WHEREAS, both Parties are in agreement that the Parties should continue operating jointly in one facility while continuing to work on a formal JPA; and

WHEREAS, the Parties continue to work diligently on the formation of the JPA and in the meantime, wish to continue shared services by way of the MOA to provide additional time to form the JPA; and

WHEREAS, this Amendment will:

1. Continue the shared staffing positions per Amendments Nos. 1 and 2, and update anticipated costs for those positions for the FY 2021-2022 Budget Year at a 6 month rate..
2. Continue to consolidate services in terms of vendors and shared purchases, that include the City discontinuing use of separate agreements with vendors and instead, reimbursing the County for shared associated costs, thereby providing cost-savings to the Parties as well as efficiencies in processes. Vendor services include, but are not limited to, dead animal disposal, animal management and licensing software, medical waste disposal, and volunteer management software.
3. Support the Parties' agreement under the COVID-19 MOU, attached as Exhibit B, to continue working in one facility.
4. Extend the terms of the MOA and Amendments to December 31, 2021.

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 add item (i) to read as follows: "All services provided through this agreement shall be provided at the County facility, located at 160 Hitchcock Road. All animals will be housed at the County facility, and the City facility shall be non-operational, unless the City determines it is necessary to use the City facility due to an emergency. City staff shall work at the County facility instead of the City facility for the term of this agreement, as described in Exhibit B."
2. **Replace Item 2. Billing** to read as follows: "County shall submit to City an invoice, on a quarterly basis, that represents actual costs associated with forty-five percent (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 (100%) of one Animal Care Technician II; fifty percent (50%) of the Veterinarian; and fifty percent (50%) of the Registered Veterinary Technician. Costs shall include: salaries, as determined by County personnel policies; ordinary County employment benefits; and proportional share of services and supplies, also referred to as "overhead", which will be calculated as 15% of the City's proportion of staffing costs. The invoice shall also include any vendor or other shared costs as specified in this Amendment and otherwise agreed upon by both the City and the County. Any such invoices shall be in full accord with applicable provisions of the MOA. City shall make payment on such invoices within thirty (30) days of receipt.

Administrator (1.0 FTE) costs are estimated by the Parties to equal up to \$103,556, which includes salary and benefits, 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 \$46,600, over the revised term of the MOA. Animal Services Supervisor (1.0 FTE) costs are estimated by the Parties to equal up to \$66,440, which includes salary and benefits with the City's portion of the estimated costs at eighty-five

percent (85%), amounting to approximately \$56,474. Volunteer Coordinator (1.0 FTE) costs are estimated by the Parties to equal up to \$45,327, which includes salary and benefits, with the City's portion of the estimated costs at fifty percent (50%), amounting to approximately \$22,664.

Animal Care Technician II (1.0 FTE) costs, which includes salary and benefits are estimated by the Parties to equal \$42,964 with the City's portion of the estimated costs at one hundred percent (100%), amounting to \$42,964. Veterinarian (1.0 FTE) costs are estimated by the Parties to equal up to \$100,861, which includes salary and benefits with the City's portion of the estimated costs at fifty percent (50%), amounting to approximately \$50,431. Registered Veterinary Technician (1.0 FTE) costs are estimated by the Parties to equal up to \$51,648, which includes salary and benefits with the City's portion of the estimated costs at fifty percent (50%) will amount to approximately \$25,824.

The total cost of overhead for these shared positions is 15% of the City's proportional cost equaling \$36,743.33 for the revised term of the MOA.

The total estimated portion funded by the City is \$281,698.83 and \$165,840 by the County. All these costs are summarized in the table below.

Amendment #3 - 6 month shared staffing costs	July - Dec 2021	County %	City %	County Cost	City Cost
	Position Cost				
EDUCATOR AND VOLUNTEER COORDINATOR	45,327	50%	50%	22,664	22,664
ANIMAL SERVICES SUPERVISOR	66,440	15%	85%	9,966	56,474
REGISTERED VETERINARY TECHNICIAN	51,648	50%	50%	25,824	25,824
VETERINARIAN	100,861	50%	50%	50,431	50,431
ANIMAL CARE TECHNICIAN II	42,964	0%	100%	-	42,964
ANIMAL SERVICE ADMINISTRATOR	103,556	55%	45%	56,956	46,600
	\$410,795			\$165,840	\$244,956
			City Overhead	15%	\$36,743.33
					\$281,698.83

Vendor costs are projected to be shared by the City and the County as follows for the term of the amendment:

- a. The City currently pays Koefran \$8,400 per six months for dead animal disposal and cooler maintenance. Upon agreement approval, City will terminate its agreement with Koefran, who will then remove the refrigerated unit under City's agreement. City will then use County's services for this and reimburse County for a 50-50% rate of their current six-month cost for dead animal disposal. The County currently pays \$8,970.00 per six months. Shared six-month costs for the City are estimated to be \$4,485 and for the County \$4,485, for the term of this MOA, thus reducing City's costs for this service.
- b. The City currently pays HLP, Inc. \$3,840 for licensing program maintenance annually as one fee. Upon agreement, City would terminate its agreement with HLP, Inc. and merge licensing and microchip data with County, and share the cost of annual license maintenance, utilizing the County HLP, Inc. database for licensing purposes. City would pay \$1,920, thus reducing City's costs for this service. County will maintain licensing services for Salinas residents, with current Salinas fees and license tags. Salinas revenue collected will be reimbursed accordingly.

- c. The City currently pays HLP, Inc. \$3146 for six months for a server and six user workstations. Upon agreement, City will terminate its agreement with HLP, Inc for these services, and use County's HLP, Inc agreement for City's database and share these costs. The County currently pays \$5768.00 for six months. There are no additional user fees anticipated at this time so City's shared six-month costs would be \$2884.20, thus reducing City's costs for this service. If, due to user loads, there is a need to acquire additional users, the rate is \$961.40 annually per user. Additional user costs would be paid by the City at 100% and it is not anticipated to be more than two (ACOs).
- d. The City currently pays a onetime annual fee of \$600 Volgistics Online Volunteer Management Software. Upon agreement, City will no longer pay for this subscription and the County begin to pay for the subscription when it is due in October 2021. City would pay 50% and the County would pay 50%, or \$300 each.
- e. The City currently pays a one-time annual fee of \$1150 for Clinic HQ in order to provide an online option for public spay/neuter appointments and adoption/foster appointments. Upon agreement and renewal of software in November of 2021, the City will no longer pay for this subscription and the County will pay for the subscription. City would pay 50% and the County would pay 50%, or \$575 each.
- f. The County has paid the first year SimpleTexting.com for a shared Lost2Found texting program to assist with getting information out to the public with SimpleTexting.com, which was \$855 and has been a service shared with the City at no cost to the City. Upon agreement approval, the City would pay 50% and the County would pay 50%, or \$427.50 each.
- g. The City has previously contracted with Stericycle, a medical waste disposal provider, to pick up medical waste. Upon agreement, City will no longer maintain that agreement and will reimburse County 50% of medical waste disposal costs with the County vendor as long as the animal intake rate does not fluctuate more than 5%.
- h. Other vendors and shared costs including those related to building and operations as identified and as agreed upon between parties in writing shall be shared 50-50%, unless there is more than a 5% difference in the associated numeric or other data that dictates otherwise.

The specified vendor costs described above are summarized in the table below:

Vendor	Services	City Annual Cost	County Annual Cost	6 Month County Cost	City Shared 6 month Cost	County Shared Cost	Share Rate	Notes
Koefran	Deceased Animal Disposal	\$16,800.00	\$17,940.00	\$8,970.00	\$4,485.00	\$4,485	50/50%	
HLP (licensing)	Annual Pet license program maintenance	\$3,840.00	\$3,840.00	\$3,840.00	\$1,920.00	\$1,920	50/50%	
		\$ 6292.8	\$11536.80					
HLP (users)	Software	(6 users)	(11 users)	\$5,768.40	\$2,884.20	\$2,884.20	50/50%*	*No anticipated additional costs at this time except related to getting City ACOs on remote vehicle usage. If needed, additional users are \$960 per year.
Stericycle	Medical Waste (Sharps)	\$1,452.00	\$1,128.00	\$564.00	\$282.00	\$282.00	50/50%	New County vendor. Costs are approximated.
Volgistics	Volunteer Management Software	\$600.00	\$0.00	\$600.00	\$300.00	\$300	50/50%	Due October 2021
Clinic HQ	Spay/Neuter Clinic Software	\$1,150.00	\$0.00	\$1,150.00	\$575.00	\$575	50/50%	Due November 2021
SimpleTexting.com	Lost2Found Texting program, etc	\$0.00	\$855.00	\$855.00	\$427.50	\$427.50	50/50%	Due July 2021
TOTALS		23,842	23,763	\$21,747	\$10,874	\$10,874		

3. **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. It shall remain in effect through December 31, 2021, 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

Steven Carrigan
City Manager

Date

Approved as to Form

Christopher A. Callihan
City Attorney

Date