

**FIRST AMENDMENT TO
AGREEMENT BETWEEN
CITY OF VALLEJO
AND
THE SPAY NEUTER IMPERATIVE PROJECT CALIFORNIA**

This First Amendment to the PB C6 Spay/Neuter Grant Agreement made and entered into on December 1, 2014, hereafter referred to as Agreement, between the Spay Neuter imperative Project California, a nonprofit organization operating and organized pursuant to section 501(c)3 of the Internal Revenue Code, therein referred to as Grantee, and the City of Vallejo, a municipal corporation, therein referred to as City, is made and entered into on this 23 day of July, 2015.

Grantee and City do mutually agree as follows:

- 1. Replacement of Exhibit A.** Exhibit A to the Agreement is hereby amended and replaced in its entirety with Exhibit A attached hereto.
- 2. Integration.** This First Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this First Amendment. This First Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement, and all prior amendments, if any, shall remain in full force and effect, and Grantee shall perform all duties, obligations and conditions required under the Agreement.
- 3. Inconsistencies.** In the event of any conflict or inconsistency between the provisions of this First Amendment and the Agreement, and any prior amendment, if any, the provisions of this First Amendment shall control in all respects.
- 4. Ambiguities.** The parties have each carefully reviewed this First Amendment and have agreed to each term of this First Amendment. No ambiguity shall be presumed to be construed against either party.
- 5. Counterparts.** This First Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.
- 12. Facsimile Signatures.** This First Amendment shall be binding upon the receipt of facsimile signatures or e-mailed by PDF or otherwise. Any person transmitting his or her signature by facsimile or electronically shall promptly send an original signature to the other party at the addresses noted below. The failure to send an original shall not affect the binding nature of this First Amendment.

City: Will Morat
Administrative Analyst I
Office of the City Manager
555 Santa Clara Street
Vallejo, CA 94590
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Will.morat@cityofvallejo.net

Grantee: C. Lynn Carvalho
Executive Director
Spay Neuter imperative Project of California
c/o Wags & Whiskers Thrift for SNiP CA
1 Benicia Road
Vallejo, CA 94590
707 731 1367
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13. Authority. The person signing this First Amendment for Grantee hereby represents and warrants that he or she is fully authorized to sign this First Amendment on behalf of Grantee.

(SIGNATURES ARE ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have entered into this [insert number, e.g. First] Amendment on the day and year first hereinabove appearing.

SPAY NEUTER IMPERATIVE PROJECT CALIFORNIA,
a tax-exempt organization
corporation]

BY: 
C. Lynnne Carvalho
Executive Director

CITY OF VALLEJO,
a municipal corporation


BY: 
Daniel E. Keen
City Manager

DATE: 8-17-15

ATTEST: 
Dawn G. Abrahamson
City Clerk

(City Seal)

APPROVED AS TO CONTENT:


Joanna Altman
Administrative Analyst II

APPROVED AS TO FORM AND
INSURANCE


Donna Mooney
Chief Assistant City Attorney

Exhibit A: Project Scope

Spay Neuter imperative Project California

This document outlines the Project Activities the Spay Neuter imperative Project California (SNiP CA CA) will perform to achieve the goals of the Spay-Neuter Project (Project) approved during the first cycle of Participatory Budgeting in 2013. In performing these activities, SNiP CA will coordinate the receipt of Participatory Budgeting (PB) project funds to subcontractors providing reduced and no cost spay/neuter procedures for Vallejo residents and animal rescue organizations. This document also provides important Project Details that will govern the implementation of the Project, including Proof of Residency, Payment Method, Price Structure and General Implementation Schedule.

Project Activities:

SNiP CA will perform the following activities:

- A. Conduct pre-procedure registration for pets of Vallejo residents and Vallejo animal rescue organizations seeking spay/neuter procedures.¹ This will include but is not limited to:
 1. Residency verification of the pet owner. See “Proof of Residency” below for information about verifying residency. For animal rescue organizations, verify that they operate in Vallejo and are serving pets permanently housed in Vallejo.
 2. Collect a deposit for each animal and record receipt of deposit on coupon.² See “Price Structure” below for more information about the amount of the deposit.
 3. After receipt of the deposit, provide the resident or animal rescue organization with one coupon per pet. Assign a veterinary clinic and ensure the coupon is filled out in its entirety. See Exhibit C for the coupon. The coupon will be a 4-part carbon copy form, producing three copies of the original. Provide the original coupon with 2 attached copies (yellow & pink) to the resident.³
 4. Provide the pre-procedure instructions from the assigned veterinary clinic to the pet owner, and go through each of the “conditions” asking the resident/organization to initial each condition.
 5. Place deposits in a bank account opened for this purpose and retained for the duration of the Project.

¹ Pre-procedure registration will primarily take place but not exclusively at Wags & Whiskers Thrift for SNiP CA.

SNiP CA may also conduct registration at animal rescue organizations, social services agencies or other community gathering places, such as the Farmer’s Market or faith gatherings.

² Each resident may receive a maximum of two coupons (for two different pets) during the duration of the Project, regardless of whether those coupons are used for any reason. Each rescue organization shall be able to register pets for up to 20 procedures per month, regardless of whether those coupons are used for any reason.

³ The resident/organization will be given the original coupon (white) plus the first 2 attached copies (yellow & pink). SNiP CA shall retain the goldenrod copy for its records The City will provide the coupons to SNiP CA.

B. Coordinate with subcontractors⁴ who will provide spay/neuter procedures. This will include but is not limited to:

1. Identify subcontractors that are willing to perform the procedures for the compensation described below in "Price Structure."
2. Ensure the insurance certificates of each subcontractor are submitted to the City in a timely manner, per the agreement.
3. Ensure that pre-procedure instructions are received from each subcontractor and provided to the resident or rescue organization at the time of registration.
4. Provide subcontractors with a summary of the coupons issued (i.e. registrations completed) on a weekly basis. The summary can be recorded in a spreadsheet and transmitted, along with copies of coupons, by email or facsimile.
5. Ensure that subcontractors retain a fully-complete yellow copy of each coupon, detailing the date of procedure, type of procedure performed, type of pet, and any comments or notes, including whether coupons were voided during the most recent month.
6. Transmit the total amount of pre-procedure deposits collected via check to subcontractors on the 1st and 15th of every month.
7. Receive bi-monthly reports from subcontractors about completed spay/neuter procedures on the 1st and 15th of every month.

C. Conduct outreach in the community to raise awareness of the Project and reach a broad cross-section of the Vallejo community.⁵ This will include but is not limited to:

1. Promote the Project at Wags & Whiskers Thrift for SNIIP CA and other animal service and rescue organizations as well as through these groups' online communications (newsletters, social media, etc.).
2. Promote the Project at community events and with community groups and nonprofit organizations, such as Vallejo Together, sports leagues, social services providers (ie Christian Help Center and Global Center for Success) and within the faith community.
3. Providing information to Participatory Budgeting staff to include in City communications.

D. Manage invoicing to ensure that the City receives invoices from each subcontractor in a timely manner. This will include:

⁴ "Subcontractors," as described in the grant agreement, shall be veterinary clinics operating in the City of Vallejo.

⁵ This outreach must be as broad and encompassing as possible. SNIIP CA shall not seek to limit outreach or registration to any Vallejo residents or relevant groups operating within the City or associated with the City to be included. SNIIP CA shall prepared to report their outreach activities in the quarterly progress reports they will submit to the City.

1. Submit the Request for Payment Form on the 5th of every month⁶, detailing all information listed in the SNIp Invoicing & Tracking Microsoft Excel spreadsheet for activity in the previous month, including the following as attachments:
 - i. Attachment A: A fully-complete SNIp Invoicing & Tracking Microsoft Excel spreadsheet (submitted electronically). Include any signed oaths associated with active coupons, if applicable.
 - ii. Attachment B: Original, fully-complete original (white) coupon with a printed invoice/receipt for the associated procedure stapled to the white coupon, for each procedure that is being billed to the City.
 - iii. Attachment C: Copies of checks or deposit transaction summaries identifying any deposits transmitted to subcontractors on the 1st and 15th of the previous month.
 - iv. Attachment D: City copy (goldenrod) of all coupons issued by SNIp to residents or organizations for the previous month.
2. Plan appropriately with subcontractors in an attempt to exhaust grant funds⁷ by the Project Completion Date of August 31, 2015.
3. Use quarterly Progress Reports to keep the City aware of past and planned partnerships with subcontractors and past and anticipated outreach.

Project Details:

These project details apply uniformly across all of SNIp CA's activities, all subcontractors and all spay/neuter procedures performed under this agreement.

Proof of Residency:

Each resident pursuing a procedure for a pet will need to provide documentation to verify their residency. To receive a coupon for a low cost spay or neuter, residents and Vallejo animal rescue organizations must present one from each column:

| Column A – Types of Photo ID | Column B – Current Documentation with <u>Home Address</u> |
|--|--|
| Driver's License or other state ID | Lease/Mortgage Statement |
| Passport (US or Foreign) | Voter Registration |
| Permanent Resident Card (Green Card) | Title of any property (automobile, home, etc.) |
| Military ID or Military Dependent ID | Bank or credit card statement |
| Employee ID | Loan document |
| Student ID | Medicare or other health insurance document |
| Consular ID or ID issued by a foreign government | Official tax forms (W-2, tax return, refund, etc.) |

⁶ When the 5th of the month falls on a weekend or holiday, the invoice is due the next business day.

⁷ "All grants funds" references the grant amount identified within this agreement, not the total amount allocated for the Project .

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|---|
| Car insurance |
| Vehicle registration |
| Utility bill (telephone, electricity, gas, cable, etc.) |
| Pay Stub |
| Social Security benefits statement or check |

Note: A Driver’s License or other State ID with a Vallejo address will be accepted without an item from Column B. As a last resort, a signed oath that the individual resides in Vallejo will be accepted.⁸ Residents living in unincorporated Vallejo are eligible so long as they show adequate documentation from Column A and/or Column B.

Payment Method:

The City will pay subcontractors directly for the procedures they provide to residents and animal rescue organizations. SNIIP CA will coordinate the delivery of invoices from subcontractors to the City on a monthly basis by submitting the invoices as Attachment D with the Request for Payment form.⁹ SNIIP CA will receive no compensation for spay/neuter procedures from pre-procedure deposits or from the City’s contributions.

Subcontractors will be responsible for recording the actual number of spay/neuter procedures performed by identifying the date the procedure was performed, the type of procedure performed, the type of pet (using the 4 types listed on coupons), any comments/notes or voiding of coupons, and a printed invoice/receipt for each procedure performed attached/stapled to the associated coupon. Subcontractor invoices shall name the City in the “Payee” or “Bill to” field.¹⁰

The City shall not be obligated to pay when a resident or organization who obtains a coupon does not bring the pet in for the procedure at the appointed time. If a resident does not provide 24-hours notice to cancel/postpone an appointment already scheduled, the coupon is void and any deposit is non-refundable. In addition, the coupon shall be invalidated when a resident or organization does not schedule a procedure within 7 days from the date the coupon is issued or if the procedure for which the coupon is issued does not occur within 45 days from the date the coupon is issued. In cases of invalidated coupons, the City shall not be obligated to pay. However, SNIIP CA will transmit the pre-procedure deposit to the assigned veterinary clinic regardless of whether the procedure was performed, and the deposit is non-refundable. The City shall pay the estimated cost of a procedure scheduled in the event that a pet is euthanized by the veterinary clinic for reasons agreed to by the resident/organization.

Price Structure:

A price structure has been developed to account for the variable costs of the procedures based on the type of procedure and the weight of the pet (if a dog). A special pricing category has also been established for feral cats, who shall also receive additional veterinary services, as detailed below. In accordance with the project’s original objective,

⁸ A template of the signed oath will be provided by the City of Vallejo.

⁹ Only one Request for Payment form should be submitted monthly. Multiple invoices may be submitted with a single Request for Payment form.

¹⁰ The City will provide an invoice template for subcontractors.

separate pricing categories have been established for any Vallejo resident or animal rescue organization to receive reduced costs procedures and for select Vallejo residents who can demonstrate financial need to receive free procedures.

| Procedure | Total Cost | Non-refundable Deposit Paid by Resident/Organization | Cost to the City |
|-----------------------------------|------------|--|------------------|
| Low Cost Price Structure | | | |
| Dog under 25 lbs (spay or neuter) | \$145 | \$45 | \$100 |
| Dog over 25 lbs (spay or neuter) | \$175 | \$45 | \$130 |
| Cat Neuter | \$80 | \$30 | \$50 |
| Cat Spay | \$90 | \$30 | \$60 |
| Feral Cats (spay or neuter)^ | \$100 | \$20 | \$80 |
| No Cost Price Structure* | | | |
| Dog under 25 lbs (spay or neuter) | \$145 | \$0 | \$145 |
| Dog over 25 lbs (spay or neuter) | \$175 | \$0 | \$175 |
| Cat Neuter | \$80 | \$0 | \$80 |
| Cat Spay | \$90 | \$0 | \$90 |

^Feral cats will also receive ear clipping, a rabies shot and FIV testing.

*In order to be eligible for a low cost procedure, residents must demonstrate financial need by showing proof of enrollment in and/or receipt of social service or general assistance programs, including but not limited to: Section 8 or other housing subsidy, SNAP, WIC, PG&E CARE Program, Social Security Disability Insurance, Supplemental Security Income, unemployment insurance and general assistance benefits. As a last resort, a signed oath that the individual does not have the means to provide the deposit will be accepted.¹¹

General Implementation Schedule:

| Each month on the: | SNiP CA is responsible for: |
|--------------------|--|
| 1st | <ul style="list-style-type: none"> - Receiving reports from subcontractors about completed spay neuter procedures since the 15th of the previous month - Transmitting the total amount of pre-procedure deposits collected via check to subcontractors since 15th of the previous month. - Receiving original (white) copies of coupons attached to associated invoices/coupons from subcontractors for all procedures performed during the previous month. |
| 5th | <ul style="list-style-type: none"> - Submitting a Request for Payment form, including the four attachments described above. |

¹¹ A template of the signed oath will be provided by the City of Vallejo.

| | |
|--------------------|--|
| 15th | <ul style="list-style-type: none"> - Receiving reports from subcontractors about completed spay neuter procedures since the 1st of the previous month - Transmitting the total amount of pre-procedure deposits collected via check to subcontractors since 1st of the previous month. |
| | |
| On a weekly basis: | <p>SNiP CA is responsible for:</p> <ul style="list-style-type: none"> - Providing subcontractors with a summary of the coupons issued during the previous week - Providing subcontractors with carbon copies of the coupons that name them as the "assigned veterinary clinic" issued during the previous week |