

CITY OF GARDEN GROVE
AMENDMENT NO. 3

To: Perform the Return to Field Program per Scope of Work, Attachment "A"

This Amendment No. 3 to Perform the Return to Field Program per Scope of Work, Attachment "A" for the City of Garden Grove is made and entered into this 29th day of June 2022, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **Stray Cat Alliance**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Contractor and CITY entered into Contract No. **B200007** effective **July 10, 2020**.

WHEREAS, Contractor and CITY desire to amend the Existing Contract as provided herein.

Now, therefore, it is mutually agreed, by and between the parties as follows:

Section 1: Term and Termination, shall be revised as follows:

The CITY hereby extends the performance period through June 30, 2023.

Section 2: Services to be Provided, shall be revised per Attachment A hereto.

Section 3: Compensation - shall be revised as follows:

The contract price is hereby increased to \$70,000.00 for the above term of the contract only.

Except as expressly amended hereby, the Existing Contract remains in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

Date: 6/29/2022

"CITY"

CITY OF GARDEN GROVE

DocuSigned by:
A.A.C. Allen
By: _____
B4F3511E7D5F455...
City Manager

ATTESTED: DocuSigned by:
Teresa Pomeroy

838DF285DAD44E7...

City Clerk
6/29/2022

Date: _____

"CONTRACTOR"

Stray Cat Alliance

DocuSigned by:
Christi Metropole
By: _____
09A90CCDC0FA8C2...
Name: Christi Metropole

Title: CEO

Date: 6/23/2022

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:
Christi Metropole

8A81EE778B44411

Garden Grove City Attorney
6/23/2022

Date

DS
ML

6/29/2022

DS
SS

6/29/2022

ATTACHMENT "A" **SCOPE OF WORK**

This Scope of Work establishes roles and responsibilities between Stray Cat Alliance (SCA), and the City of Garden Grove, Garden Grove Animal Care Services (GGACS).

I. PURPOSE & SCOPE

Spay and neuter continues to be one of the most effective methods of reducing shelter euthanasia, especially for cats. GGACS and SCA wish to work together to decrease the number of cats euthanized at Garden Grove's contracted shelter.

II. PROGRAM

Return to Field (RTF) Program. This program involves stray and trapped cats that are brought to the shelter by the public and GGACS. Trapped and stray cats that qualify for this program will be medically evaluated, altered, micro chipped, vaccinated and treated for fleas then given to SCA along with information regarding the origin of the cat. The cats will be taken to the area of their origin and released back to the community by SCA. To control costs, this program will operate on a modified schedule with RTF activities performed by SCA occurring up to three days per week, with all feral cats picked up by SCA the following day after surgery, unless otherwise directed by the veterinarian.

III. PROGRAM TASKS

The parties agree to the following tasks:

- SCA will appoint a representative(s) with appropriate knowledge and decisionmaking authority to attend monthly program update meetings. In addition, SCA will:
 - Utilize best efforts to return cats (greater than three months of age) impounded by GGACS or dropped off at the contracted shelter who have been through the RTF program stated above.
 - Provide microchips and flea treatments for administration during surgery

- GGACS will appoint representatives with appropriate knowledge and decisionmaking authority to attend monthly program update meetings. In addition, GGACS will work with its contacted shelter to:
 - Spay/neuter, microchip, give the Feline Viral Rhinotracheitis, Calicivirus, Panleukopenia (FVRCP) vaccine, 1 year rabies vaccine and treat for fleas.
 - To the maximum extent possible, the City will work with its contracted shelter to facilitate all aspects of this agreement, including:
 - Release stray or feral cats to SCA regardless of temperament, location, or means of intake (i.e., in a trap or otherwise) unless GGACS or its contracted shelter has the capacity to provide the cat with a live outcome or identified an issue preventing inclusion in the program.

IV. PAYMENT FOR SERVICES

The SCA shall provide monthly billing reports on a per cat basis at a rate of \$241.38. Report shall include, but is not limited to, ID number, description of animal, and date of release. GGACS shall pay Stray Cat Alliance within 30 days of received invoice.

The cost per cat is to include the cost of the spay/neuter, microchip, Feline Viral Rhinotracheitis, Calicivirus, Panleukopenia (FVRCP) vaccine, rabies vaccine and flea treatment.

SCA shall maintain records and documents, which sufficiently and properly reflect all direct and indirect costs related to this program. Records shall be made available for review by the city or its representative at any time.

V. PUBLICITY

In connection with the Programs and Tasks described above, no party will use another party's name, marks or logos in any advertising, promotional material, press release, publication, public announcements, or through other media, whether written or oral, without prior written consent of the other parties.

VI. NO PARTNERSHIPS

No party to this Agreement is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty or representation as to any matter. Neither party shall be bound to the act or conduct of the other.

VII. TERMINATION

This Agreement is binding on all the parties, however any party can terminate the Agreement so long as the terminating party gives thirty (30) days written notice to other parties to this Agreement.

VIII. RESPONSIBILITIES

Each party will appoint a person to serve as the official contact and coordinate the Program Tasks of each organization in carrying out the Agreement.

IX. COMMUNICATION

All communication shall be through email to the GGACS general email, animalcare@ggcity.org. A representative will respond within 12 hours. For emergencies and urgent issues, phone contact between the parties is preferred.

X. MEDICAL ISSUES

For any sick or injured cats brought into the City's contracted shelter or other facility for the specific purpose of RTF, the medical team will provide reasonable care of the sick or injured cat. Reasonable care will be defined by the licensed veterinarian who is treating the cat. Reasonable care will be in the best interest of the animal and include, but is not limited to, treatment for upper respiratory infections, minor skin infections, and minor injuries.

The City will work with its contracted shelter to notify SCA or another rescue organization if euthanasia of any cat or kitten is being considered.

GGACS is not responsible for transporting any cat or kitten from its contracted shelter to a secondary veterinary clinic for care or treatment.



**City of Garden Grove
Compliance Summary Report**

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage
V00615	STRAY CAT ALLIANCE	Compliant					
		A , IX	Nonprofits' Insurance Alliance of California, Inc.	202041677	10/15/2021	10/15/2022	Auto Liability
		A , IX	Nonprofits' Insurance Alliance of California, Inc.	202041677UMB	10/15/2021	10/15/2022	Excess Liability
		A , IX	Nonprofits' Insurance Alliance of California, Inc.	202041677	10/15/2021	10/15/2022	General Liability
		A+++ , XV	ACE American Insurance Company	WLRC67679854	7/1/2021	7/1/2022	Workers Comp

Risk Profile : Professional Services/Consulting

Required Additional Insured : City of Garden Grove, its officers, officials, agents, employees and volunteers