

**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 \_\_\_\_ day of \_\_\_\_\_ 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.

## **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](mailto: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.