

**FOURTH AMENDMENT TO THE MEMORANDUM
OF UNDERSTANDING
BETWEEN THE SAN FRANCISCO SPCA
AND
THE CITY OF STOCKTON**

THIS FOURTH AMENDMENT to the Memorandum of Understanding (“MOU”) between the San Francisco Society for the Prevention of Cruelty to Animals (“SF SPCA”) and the City of Stockton (“City”), collectively the “Parties,” is entered into as _____, 2015 (“the Fourth Amendment”).

Recitals

- A. The SF SPCA and the City previously entered into an MOU on November 7, 2012, to improve the humane outcomes of animals housed at the City’s Animal Shelter, promote effectiveness and efficiency of humane animal care and sheltering services at the Shelter and support sustainable values in and for both Parties as they pertain to enhancing animal welfare.
- B. The Parties amended the MOU in June 2013 to enable the SF SPCA to provide, for one year, at no cost to the City, an interim veterinary position for the Animal Shelter and amended the MOU to extend the term of the MOU to June 30, 2014.
- C. The Parties again amended the MOU in June 2014, and agreed that the City would pay \$60,000 a fiscal year, toward the cost of an SF SPCA provided veterinarian at the Animal Shelter to provide services as described generally in Exhibit A to the First Amendment to the MOU. In this third amendment, SF SPCA also purchased two modular units that were to be installed at the Shelter and to serve as an infirmary for sick and injured animals, and a surgical center to provide a space to perform spay/neuter and other surgeries.
- D. The MOU provides the Parties may amend the MOU by written agreement.
- E. The Parties wish to amend the MOU again by providing another \$100,000 toward employee costs, for a total of \$160,000 for the remaining term of the current MOU (July 1, 2015 through June 30, 2016). This additional funding is being requested because the scope of work that the SF SPCA has provided has continued to grow and benefit the animals at the Shelter. This additional funding covers 17% of the additional employee costs that the SF SPCA is incurring while providing their services at the Shelter.

NOW, THEREFORE, in consideration of the mutual promises expressed above, the parties agree to amend the MOU as follows:

1. A new subsection K is added to Section 4.1 of the MOU to read as follows:

“K. Provide a total of \$160,000 for the remaining term of the current MOU (July 1, 2015 through June 30, 2016) toward the increased employee costs of the SF SPCA. This additional funding is to contribute toward the total costs of the SF SPCA employees assigned to the Shelter, which is currently \$676,000 per year. This cost does not include staff that works at the Shelter on an “on-call” basis.

2. In all other respects, the MOU, as amended, shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Fourth Amendment to the MOU to be executed as of the date first written above.

CITY OF STOCKTON

SAN FRANCISCO
SOCIETY FOR THE
PREVENTION OF CRUELTY
TO ANIMALS

KURT O. WILSON
CITY MANAGER

JENNIFER SCARLETT, DVM
CO-PRESIDENT

ATTEST:

BONNIE PAIGE
CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY