

**THIRD AMENDMENT FOR FY 2008-10**  
to the  
**ANIMAL CONTROL SERVICES AGREEMENT**

between  
**THE COUNTY OF SANTA BARBARA**  
and the  
**CITY OF SANTA MARIA**

for the  
**REGULATION, CONTROL, AND ENFORCEMENT OF ANIMAL CONTROL ORDINANCES WITHIN  
THE CITY OF SANTA MARIA**

**THIS IS THE THIRD AMENDMENT TO THE AGREEMENT** (hereafter **Amendment Three**) to the Agreement for Animal Control Services, July 1, 2008, (hereafter **Contract**), made by and between the **County of Santa Barbara**, a political subdivision of the State of California (hereafter **County**), and **City of Santa Maria** (hereafter **City**.)

**WHEREAS**, the parties desire to amend the Contract to adjust the compensation payable to County for services performed under the Contract; and

**WHEREAS**, this Amendment Three incorporates the terms and conditions set forth in the Contract and the First and Second Amendments, except as modified by this Amendment Three.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **County** and **City** enter into this Amendment Three on July 1, 2009, and hereby agree to amend the Contract as follows:

**Section 1:**

Paragraph III: Annual Fee to City is amended to read in its entirety:

Paragraph III: Annual Fee to City

**City** shall pay **County** \$493,841 between July 1, 2008 through June 30, 2009 (FY 2008-09), and ~~\$518,533~~ **\$503,718** between July 1, 2009 through June 30, 2010 (FY 2009-10) for those animal control services rendered under this Agreement to the **City** from the **County** operated shelter in Santa Maria. Reimbursement for services rendered will be paid within thirty (30) days of receipt of invoice.

**Section 2: Relationship of Amendment(s) to Original Contract**

All the provisions of the Contract shall continue in effect except as modified by this Amendment Three.

**Section 3:**

In the event of any conflict or inconsistency between the provisions of this Amendment Three and the original Contract, including any amendments thereto, the provisions of this Amendment Three shall control in all respects.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment Three entered on July 1, 2009, to be executed by their duly authorized officers.

**COUNTY OF SANTA BARBARA**

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA

\_\_\_\_\_  
Chair, Board of Supervisors

By: \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W GEIS, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
Deputy

APPROVED  
ELLIOT SCHULMAN, MD, MPH  
DIRECTOR/HEALTH OFFICER  
PUBLIC HEALTH DEPARTMENT

APPROVED AS TO FORM:  
RAY AROMATORIO  
RISK PROGRAM ADMINISTRATOR

By: \_\_\_\_\_  
Director

By: \_\_\_\_\_  
Risk Program Administrator

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment Three entered on July 1, 2009, to be executed by their duly authorized officers.

**CITY OF SANTA MARIA**

By: \_\_\_\_\_  
Gil Trujillo, City Attorney

By: \_\_\_\_\_  
Tim Ness, City Manager

By: \_\_\_\_\_  
Larry Lavagnino, City Mayor