

SECOND AMENDMENT TO AGREEMENT

between

COUNTY OF SANTA BARBARA

and

CITY OF SANTA MARIA

for

ANIMAL CONTROL SERVICES

Effective July 1, 2013

THIS IS THE SECOND AMENDMENT TO THE AGREEMENT (hereafter Second Amendment) for Animal Control Services (hereafter Agreement), made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY), and the City of Santa Maria a municipal corporation in Santa Barbara County (hereafter CITY).

WHEREAS, the parties desire to amend the Agreement to extend the term and to adjust the compensation payable to COUNTY for services performed under the Agreement; and

WHEREAS, this Second Amendment incorporates the terms and conditions set forth in the Agreement and the First Amendment, except as modified by this Second Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and CITY hereby agree to amend the Agreement as follows:

1. **Definitions.** Capitalized terms used in this Second Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.
2. **Amendments.**

The Agreement is amended as follows:

5. **TERM.** The term of this Agreement shall be from July 1, 2012 **2013** through June 30, 2013 **2015**.
6. **COMPENSATION OF COUNTY.** For services rendered from the COUNTY operated shelter in Santa Maria between July 1, 2012 **2013** and June 30, 2013 **2015**, CITY shall pay COUNTY \$544,772 **a total amount of \$1,300,000 for the two year period this Agreement is in effect. For Fiscal Year 2013-14, CITY shall pay COUNTY \$625,000**, billed in four equal quarterly payments of ~~\$136,193.~~ **\$156,250. For Fiscal Year 2014-15, CITY shall pay COUNTY \$675,000, billed in four equal quarterly payments of \$168,750.** Quarterly payments to COUNTY shall be made within thirty (30) days of receipt of invoice. Invoices shall be delivered to the CITY address specified in Section 3, NOTICES of Agreement.
4. **Counterparts.** This Second Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

Second Amendment to Agreement for Animal Control Services between the **County of Santa Barbara** and the **City of Santa Maria**.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to be effective July 1, 2013.

COUNTY OF SANTA BARBARA

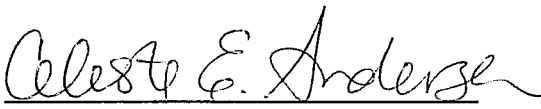
ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

By: 
Deputy Clerk


By: 
Chair, Board of Supervisors

Date: 6-18-13

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

By: 
Deputy County Counsel

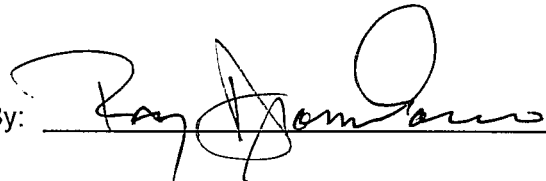
APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: 
Deputy Auditor-Controller
Gregory Eric Levin
Advanced and Specialty Accounting

APPROVED:
TAKASHI WADA, MD, MPH
DIRECTOR / HEALTH OFFICER
PUBLIC HEALTH DEPARTMENT

By: 

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: 


APPROVED:
JAN E. GLICK, MS
DIRECTOR OF ANIMAL SERVICES
PUBLIC HEALTH DEPARTMENT

By: 

Second Amendment to Agreement for Animal Control Services between the **County of Santa Barbara** and the **City of Santa Maria**.

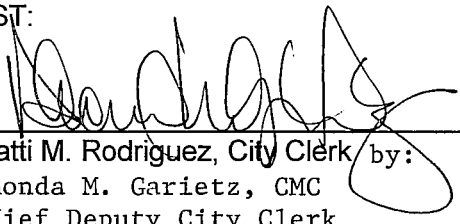
IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to be effective July 1, 2013.

CITY OF SANTA MARIA

By: 
Richard Haydon, City Manager

Date: 5-9-13

ATTEST:

By: 
Patti M. Rodriguez, City Clerk, by:
Rhonda M. Garietz, CMC
Chief Deputy City Clerk

APPROVED AS TO FORM:

By: 
Gilbert A. Trujillo, City Attorney