

FIFTH AMENDMENT TO AGREEMENT

between

COUNTY OF SANTA BARBARA

and

CITY OF SANTA BARBARA

for

ANIMAL SHELTER SERVICES

Effective July 1, 2018

THIS IS THE FIFTH AMENDMENT TO THE AGREEMENT (hereafter Fifth Amendment) for Animal Shelter 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 Barbara, a charter city within Santa Barbara County (hereafter CITY).

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

WHEREAS, this Fifth Amendment incorporates the terms and conditions set forth in the Agreement, First Amendment, Second Amendment, Third Amendment and Fourth Amendment, except as modified by this Fifth 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 Fifth 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:

3. NOTICES.

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, delivered as follows:

To COUNTY:

Director of Animal Services
5473 Overpass Road
Santa Barbara, CA 93111

To CITY:

Lt. Marylinda Arroyo
Santa Barbara Police Dept.
City of Santa Barbara
215 E. Figueroa Street
Santa Barbara, CA 93101

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

5. **TERM.** The term of this Agreement shall be from July 1, 2018 through June 30, 2020.

6. **COMPENSATION OF COUNTY.** For services rendered from the COUNTY-operated shelter in Goleta between July 1, 2018 and June 30, 2019, CITY shall pay COUNTY \$393,856, billed in four equal quarterly payments of: \$98,464. For services rendered from the COUNTY-operated shelter in Goleta between July 1, 2019 and June 30, 2020, CITY shall pay COUNTY \$399,764, billed in four equal quarterly payments of: \$99,941. 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.

9. **REGULAR BUSINESS HOURS AND COUNTY HOLIDAYS.**

Specific hours may change pending approval of shelter hours. However, the shelter will be open to the public no less than the following hours:

- 9.1 Open for office operations and kennel visitation:
Tuesday through Friday from 9:00 a.m. to 4:45 p.m.
Saturday from 10:00 a.m. to 3:45 p.m.

The agreement is further amended by adding the following section:

15.4 Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by the CITY, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then CITY will notify COUNTY of such occurrence and CITY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, CITY shall have no obligation to make payments with regard to the remainder of the term. The forgoing notwithstanding, CITY shall pay to COUNTY any prorated amount due pursuant to Section 15.3 herein.

3. **Counterparts.** This Fifth Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

Fifth Amendment to Agreement for Animal Shelter Services between the **County of Santa Barbara** and the **City of Santa Barbara**.

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment to be effective July 1, 2018.

COUNTY OF SANTA BARBARA

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Van Do-Reynoso, MPH, PhD

By: _____
Department Head

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

APPROVED:

Jan E. Glick, MS
Director of Animal Services
Public Health Department

By: _____

Fifth Amendment to Agreement for Animal Shelter Services between the **County of Santa Barbara** and the **City of Santa Barbara**.

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment to be effective July 1, 2018.

CITY OF SANTA BARBARA
A Municipal Corporation

ATTEST:

By: _____
Paul Casey, City Administrator

By: _____
Sarah Gorman
City Clerk Services Manager

APPROVED AS TO CONTENT:

By: _____
Lori Luhnnow, Police Chief

Date: _____

APPROVED AS TO FORM:

By: _____
John Doimas, Assistant City Attorney

By: _____
Robert Samario, Finance Director

By: _____
Mark Howard, Risk Manager