

SIXTH AMENDMENT TO AGREEMENT

for

ANIMAL CONTROL SERVICES

between

COUNTY OF SANTA BARBARA

and

CITY OF GOLETA

Effective July 1, 2020

THIS IS THE SIXTH AMENDMENT (hereafter Sixth Amendment) to the Agreement 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 City of Goleta (hereafter CITY).

WHEREAS, the Agreement was originally entered into on July 1, 2012 and was first amended to extend the term through June 30, 2015; and

WHEREAS, the County and City (collectively referred to as "parties") have amended the Agreement on five prior occasions (such amendments shall be referred to individually as the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment); and

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

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

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Definitions.** Capitalized terms used in this Sixth Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement and subsequent amendments.

2. **Amendments.**

The Agreement is amended as follows:

5. **TERM.** The term of this Agreement shall be from July 1, 2011, through June 30, 2021.

6. **COMPENSATION OF COUNTY.** For services rendered from the COUNTY-operated shelter in Goleta between July 1, 2020 and June 30, 2021, CITY shall pay COUNTY \$259,252, billed in four equal quarterly payments of: \$64,813. 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.

EXHIBIT A. **STATEMENT OF WORK.** Exhibit A-1 shall replace Exhibit A in its entirety to read as follows:

EXHIBIT A-1
STATEMENT OF WORK

- A) During the term of this Agreement, the parties agree that the County's division of Animal Services shall perform a full-service animal control program in the City, including the following services:
- 1) Those services set forth in Section I, Definitions, of the Agreement.
 - 2) Impound and properly maintain impounded animals and euthanize all animals in accordance with CITY ordinances. This service will be provided at the Goleta Animal Center.
 - 3) Upon receiving written prior notification by CITY, attend scheduled code enforcement hearings.
 - 4) Upon receiving written prior notification by CITY, attend scheduled court appearances.
 - 5) On a quarterly basis, provide the CITY with a detailed activity report and kennel statistics.
- B) The COUNTY shall enforce Title 6, Chapter 6.01 of the Goleta Municipal Code in its current form and as amended from time to time, except as otherwise specified in this Agreement.
- 1) The COUNTY shall provide a hearing officer and conduct hearing officer hearings on behalf of the CITY for instances required under Title 6, Chapter 6.01 of the Goleta Municipal Code in its current form and as amended from time to time.
 - 2) In no instance shall COUNTY Counsel represent the CITY in any court hearing or appeal.
- C) The COUNTY, in compliance with applicable state law, shall use its discretion to determine how long an animal may be held for adoption.
- D) If the COUNTY impounds an animal pursuant to legal action, the animal shall be held, and the COUNTY shall consult with the City Attorney's Office regarding the animal's disposition.
3. **Counterparts.** This Sixth Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

(Signatures on next page)

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

IN WITNESS WHEREOF, the parties have executed this Sixth Amendment to be effective July 1, 2020.

COUNTY OF SANTA BARBARA

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: Sheila LaGuerra
Deputy Clerk

COUNTY OF SANTA BARBARA:

Gregg Hart

By: Gregg Hart
Chair, Board of Supervisors
Date: 7-14-20

RECOMMENDED FOR APPROVAL:

Van Do-Reynoso, MPH, PhD

By: Van Do-Reynoso
Department Head

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, 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:

Director of Animal Services
Public Health Department

By: Jaime A. Paton

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

IN WITNESS WHEREOF, the parties have executed this Sixth Amendment to be effective July 1, 2020.

COUNTY OF SANTA BARBARA

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

Gregg Hart

By: _____
Chair, Board of Supervisors

Date: _____


RECOMMENDED FOR APPROVAL:

Van Do-Reynoso, MPH, PhD

By: _____
Department Head

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, 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:

Director of Animal Services
Public Health Department

By: _____

Sixth Amendment to Agreement for Animal Control Services between the County of Santa Barbara and City of Goleta.

IN WITNESS WHEREOF, the parties have executed this Sixth Amendment to be effective July 1, 2020.

CITY OF GOLETA

APPROVED AS TO ADMINISTRATION:

By: Michelle Greene
Michelle Greene, City Manager

ATTEST:

By: Deborah S. Lopez
Deborah S. Lopez, City Clerk

APPROVED AS TO FORM:

By: Winnie Cai
Winnie Cai, Assistant City Attorney