

**FIRST AMENDMENT FOR FY 2009-10 TO THE
ANIMAL SHELTERING SERVICES AGREEMENT
BETWEEN THE COUNTY OF SANTA BARBARA
AND THE CITY OF SANTA BARBARA**

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT (hereafter **Amendment One**) to the Agreement for Animal Sheltering Services, October 1, 2007, (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 Barbara** (hereafter **City**).

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

WHEREAS, this Amendment One incorporates the terms and conditions set forth in the Contract, except as modified by this Amendment One;

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

Section 1:

Paragraph VII. Term of Agreement is amended to read in its entirety:

Paragraph VII. TERM OF AGREEMENT

The term of this contract shall commence on July 1, 2009 and end on June 30, 2010, unless sooner extended or terminated, pursuant to Section VIII of this Agreement. The fee of \$199,800 is valid as the annual contract fee for the period of July 1, 2009 through June 30, 2010 only. County will contact City prior to July 1, of each successive year in order to set the annual fee for subsequent year.

Section 2:

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

Paragraph XI: ANNUAL FEE TO CITY

City shall pay to the **County** \$199,800 for those services rendered under this Agreement in Section II: SERVICES: SCOPE OF SERVICE, numbers 1 & 2 to the City from the County operated shelter in Goleta.

The sum due the County as stated in the immediately preceding paragraph is based on an agreed upon percentage of the total estimated operating costs for the shelter for each respective fiscal year, i.e. 40% for 2007-08, 60% for 2008-09, and 75% for 2009-10, and such estimate is for illustrative purposes only that does not affect the fixed sums due the County as stated in said paragraph.

In addition to the annual sheltering per capita amount,

1. A fee of \$4.00 per City dog license sold for each dog adopted to a resident living within the City will be added to the quarterly invoice.
2. A fee of \$182 per rabies specimen testing conducted by the Public Health Laboratory will be added to the quarterly invoice.

Reimbursement for services rendered will be paid by the City within thirty (30) days of receipt of invoice. City dog license revenue collected by the County will be paid to the City quarterly within 30 days of the end of the quarter.

Section 3: Relationship of Amendment(s) to Original Contract

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

Section 4:

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment One 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

By: _____
Deputy

By: _____
Chair, Board of Supervisors

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 INSURANCE FORM
RAY AROMATORIO, ARM, AIC
RISK PROGRAM ADMINISTRATOR

By: _____

By: _____

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

CITY OF SANTA BARBARA

By: _____
Camerino Sanchez, Chief
Santa Barbara Police Department

By: _____
James L. Armstrong, City Clerk

By: _____
Stephen P. Wiley, City Attorney