

FOURTH AMENDMENT TO AGREEMENT

between

COUNTY OF SANTA BARBARA

and

CITY OF SANTA BARBARA

for

ANIMAL SHELTER SERVICES

Effective July 1, 2016

THIS IS THE FOURTH AMENDMENT TO THE AGREEMENT (hereafter Fourth 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 Fourth Amendment incorporates the terms and conditions set forth in the Agreement, First Amendment, Second Amendment, and Third Amendment, except as modified by this Fourth 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 Fourth 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, ~~2015~~ **2016** through June 30, ~~2016~~ **2018**.
6. **COMPENSATION OF COUNTY.** For services rendered from the COUNTY operated shelter in Goleta between July 1, ~~2015~~ **2016** and June 30, ~~2016~~ **2018**, CITY shall pay COUNTY a total amount of \$756,122 for the two year period this Agreement is in effect. For Fiscal Year 2016-17, CITY shall pay COUNTY \$368,087, billed in four equal quarterly payments of \$92,021.75 For Fiscal Year 2017-18, CITY shall pay COUNTY \$388,035, billed in four equal quarterly payments of \$97,008.75. ~~\$338,221 billed in four equal quarterly payments of \$84,555.25.~~ Invoices will also include a fee of \$182 for each rabies specimen submitted during the quarter. 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.

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 Contractor 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.

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

Fourth 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 Fourth Amendment to be effective July 1, 2016.

COUNTY OF SANTA BARBARA

Chair, Board of Supervisors

Date: _____

ATTEST:
MONA H. MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

By: _____
Deputy

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

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

By: _____
Director

By: _____
Risk Manager

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

By: _____

Fourth 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 Fourth Amendment to be effective July 1, 2016.

CITY OF SANTA BARBARA
A Municipal Corporation

ATTEST:

By: _____
Paul Casey, City Administrator

By: _____
Gwen Pierce
City Clerk Services Manager

APPROVED AS TO CONTENT:

By: _____
John Crombach, Interim Police Chief

Date: _____

APPROVED AS TO FORM:

By: _____
Ariel Calonne, City Attorney

By: _____
Robert Samario, Finance Director

By: _____
Mark Howard, Risk Manager