

**FIFTH AMENDMENT TO AGREEMENT**

between

**COUNTY OF SANTA BARBARA**

and

**CITY OF SANTA MARIA**

for

**ANIMAL CONTROL SERVICES**

**Effective July 1, 2018**

**THIS IS THE FIFTH AMENDMENT TO THE AGREEMENT** (hereafter Fifth 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 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  
548 W. Foster Road  
Santa Maria, CA 93455

To CITY: City Manager  
City of Santa Maria  
110 E. Cook Street  
Santa Maria, CA 93454-5109

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 Santa Maria between July 1, 2018 and June 30, 2019, CITY shall pay COUNTY \$782,898, billed in four equal quarterly payments of: \$195,724.50. For services rendered from the COUNTY-operated shelter in Lompoc between July 1, 2019 and June 30, 2020, CITY shall pay COUNTY \$794,641, billed in four equal quarterly payments of: \$198,660.25. 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.

10. **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:

10.1 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.

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 Control Services between the **County of Santa Barbara** and the **City of Santa Maria**.

**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 Control Services between the **County of Santa Barbara** and the **City of Santa Maria**.

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

CITY OF SANTA MARIA

By: \_\_\_\_\_  
Jason Stilwell, City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Patti M. Rodriguez, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Gilbert A. Trujillo, City Attorney