

FIFTH AMENDMENT TO AGREEMENT

between

COUNTY OF SANTA BARBARA

and

CITY OF BUELLTON

for

ANIMAL CONTROL SERVICES

Effective July 1, 2016

WHEREAS, the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY), and the City of Buellton, a municipal corporation in Santa Barbara County (hereafter CITY), entered into an Agreement for Animal Control Services (hereafter Agreement), which became effective on July 1, 2011; and

WHEREAS, the County and City (collectively referred to as “parties”) have amended the Agreement on four prior occasions (such amendments shall be referred to individually as the First Amendment, Second Amendment, Third Amendment, and Fourth 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 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 and subsequent amendments.

2. **Amendments.**

The Agreement is amended as follows:

5. **TERM.** The term of this Agreement shall be from July 1, 2016, through June 30, 2018.

6. **COMPENSATION OF COUNTY.** For services rendered from the COUNTY-operated shelter in Lompoc between July 1, 2016 and June 30, 2017, CITY shall pay COUNTY \$36,637, billed in four equal quarterly payments of: \$9,159.25. For services rendered from the COUNTY-operated shelter in Lompoc between July 1, 2017 and June 30, 2018, CITY shall pay COUNTY \$39,349, billed in four equal quarterly payments of: \$9,837.25. 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.

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 Buellton**.

IN WITNESS WHEREOF, the parties hereto have executed this Fifth 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: _____

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

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment to be effective July 1, 2016.

CITY OF BUELLTON

By: _____
Marc Bierdzinski, City Manager

Date: _____

ATTEST:

By: _____
Linda Reid, City Clerk

APPROVED AS TO FORM:

By: _____
Stephen A. McEwen, City Attorney