

FIRST AMENDMENT TO AGREEMENT

between

COUNTY OF SANTA BARBARA

and

CITY OF SANTA MARIA

for

ANIMAL CONTROL SERVICES

Effective July 1, 2012

THIS IS THE FIRST AMENDMENT TO THE AGREEMENT (hereafter First 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 of the Agreement and to adjust the compensation payable to COUNTY for services performed under the Agreement; and

WHEREAS, this First Amendment incorporates the terms and conditions set forth in the Agreement, except as modified by this First 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 First 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, ~~2011~~ **2012** through June 30, ~~2012~~ **2013**.
6. **COMPENSATION OF COUNTY.** For services rendered from the COUNTY operated shelter in Santa Maria between July 1, ~~2011~~ **2012** and June 30, ~~2012~~ **2013**, CITY shall pay COUNTY ~~\$518,830~~ **\$544,772**, billed in four equal quarterly payments of: ~~\$129,707.50~~ **\$136,193**. 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 ~~above~~ **of Agreement**.
3. **Ratifications.** The terms and provisions set forth in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, as expressly modified and superseded by this First Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.

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

First 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 First Amendment to be effective July 1, 2012.

COUNTY OF SANTA BARBARA

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

By: _____
Deputy Clerk

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

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

By: _____

By: _____

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

By: _____

First 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 First Amendment to be effective July 1, 2012.

CITY OF SANTA MARIA

By: _____
Richard Haydon, City Manager

Date: _____

ATTEST:

By: _____
Patti M. Rodriguez, City Clerk

APPROVED AS TO FORM:

By: _____
Gilbert A. Trujillo, City Attorney