

SIXTH AMENDMENT TO AGREEMENT

between

COUNTY OF SANTA BARBARA

and

CITY OF SANTA BARBARA

for

ANIMAL SHELTER SERVICES

Effective July 1, 2020

THIS IS THE SIXTH AMENDMENT TO THE AGREEMENT (hereafter Sixth 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 Sixth Amendment incorporates the terms and conditions set forth in the Agreement, entered into on July 1, 2011, First Amendment, Second Amendment, Third Amendment and Fourth Amendment, and Fifth Amendment, except as may be modified by this Sixth 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 Sixth 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:

1. **DEFINITIONS.** Capitalized terms used in the Sixth Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.
2. **Amendments.**

This Agreement is amended as follows:
 3. **INDEMNIFICATION AND INSURANCE PROVISIONS.** EXHIBIT B, attached hereto, shall be incorporated herein by reference.
 4. **TERM.** The term of this, Sixth Amendment shall be from July 1, 2020 through December 31, 2020.
 5. **COMPENSATION OF COUNTY.** For services rendered from the COUNTY-operated shelter in Goleta between July 1, 2020 and December 31, 2020, CITY shall pay COUNTY \$204,880, billed in two equal payments of: \$102,440. 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 Sixth Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

EXHIBIT B

INDEMNIFICATION AND INSURANCE PROVISIONS between the City of Santa Barbara and the County of Santa Barbara

THIS AGREEMENT SHALL APPLY ONLY TO THE PARTICULAR CONTRACT TO WHICH IT IS ATTACHED AND REFERRED TO AS AN EXHIBIT. IT SHALL NOT BE CONSTRUED AS AN ONGOING OR SEPARATE OBLIGATION.

A. INDEMNIFICATION BY CITY OF SANTA BARBARA

CITY OF SANTA BARBARA shall indemnify, defend and hold COUNTY OF SANTA BARBARA, and COUNTY OF SANTA BARBARA's agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause which arise out of, relate to, or result from the activities or omissions, negligent or otherwise, under this Agreement of CITY OF SANTA BARBARA, and CITY OF SANTA BARBARA's officers, agents and employees.

B. INDEMNIFICATION BY COUNTY OF SANTA BARBARA

COUNTY OF SANTA BARBARA shall indemnify, defend and hold CITY OF SANTA BARBARA, and CITY OF SANTA BARBARA's agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause which arise out of, relate to, or result from the activities or omissions, negligent or otherwise, under this Agreement of COUNTY OF SANTA BARBARA, and COUNTY OF SANTA BARBARA's officers, agents and employees.

C. NO AGENCY

Except as otherwise specified herein, for the purposes of this section, CITY OF SANTA BARBARA shall not be deemed to be COUNTY OF SANTA BARBARA's agent and COUNTY OF SANTA BARBARA shall not be deemed to be CITY OF SANTA BARBARA's agent.

D. NOTIFICATION

Each party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered, under the terms of this indemnity provision, as well as prompt notification if a claim is made or suit is brought against a party based on an incident or occurrence covered, or likely to be covered, by the terms hereof.

E. CONTINUING OBLIGATION

To the extent that the CITY OF SANTA BARBARA has agreed to indemnify, defend and hold harmless COUNTY OF SANTA BARBARA, its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement.

To the extent that COUNTY OF SANTA BARBARA has agreed to indemnify, defend and hold harmless CITY OF SANTA BARBARA, its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement.

F. INSURANCE

Each party recognizes and accepts the other party is self-insured. Either party may purchase commercial insurance to cover their exposure hereunder, in whole or in part.

(Signatures on the following pages.)

Sixth 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 Sixth Amendment to be effective July 1, 2020.

COUNTY OF SANTA BARBARA

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

Gregg Hart

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Van Do-Reynoso, MPH, PhD

By: _____
Department Head

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, 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:
Director of Animal Services
Public Health Department

By: _____

Sixth 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 Sixth Amendment to be effective July 1, 2020.

CITY OF SANTA BARBARA
A Municipal Corporation

ATTEST:

By: _____
Paul Casey, City Administrator

By: _____
Sarah Gorman
City Clerk Services Manager

APPROVED AS TO CONTENT:

By: _____
Lori Luhnnow, Police Chief

Date: _____

APPROVED AS TO FORM:

By: _____
John Doimas, Assistant City Attorney

By: _____
Jennifer Tomaszewski, Interim Finance Director

By: _____
Mark Howard, Risk Manager