

## FOURTH AMENDMENT TO AGREEMENT

between

COUNTY OF SANTA BARBARA

and

CITY OF SANTA MARIA

for

ANIMAL CONTROL SERVICES

Effective July 1, 2016

**THIS IS THE FOURTH AMENDMENT TO THE AGREEMENT** (hereafter Fourth 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 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.

1. **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 Santa Maria between July 1, 2015 **2016** and June 30, 2016 **2018**, CITY shall pay COUNTY ~~\$709,000 billed in four equal quarterly payments of \$177,250.~~ **a total amount of \$1,512,990 for the two year period this Agreement is in effect. For Fiscal Year 2016-17, CITY shall pay COUNTY \$741,662, billed in four equal quarterly payments of \$185,415.50. For Fiscal Year 2017-18, CITY shall pay COUNTY \$771,328, billed in four equal quarterly payments of \$192,832.** 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.

4. **Counterparts.** This Fourth Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.
5. **Ratifications.** The terms and provisions of the Agreement, as expressly modified and superseded by this Fourth Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and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.

Fourth 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 Fourth Amendment to be effective July 1, 2016.

COUNTY OF SANTA BARBARA

\_\_\_\_\_  
Chair, Board of Supervisors

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

ATTEST:  
MONA 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: \_\_\_\_\_

By: \_\_\_\_\_

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

PUBLIC HEALTH DEPARTMENT

By: \_\_\_\_\_

Fourth 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 Fourth Amendment to be effective July 1, 2016.

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