

## SIXTH AMENDMENT TO AGREEMENT

between

**COUNTY OF SANTA BARBARA**

and

**CITY OF BUELLTON**

for

**ANIMAL CONTROL SERVICES**

**Effective July 1, 2018**

**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 five prior occasions (such amendments shall be referred to individually as the First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth 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 Sixth Amendment incorporates the terms and conditions set forth in the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment except as 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 and subsequent amendments.
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 Buellton  
107 W. Highway 246  
P.O. Box 1819  
Buellton, CA 93427

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 Lompoc between July 1, 2018 and June 30, 2019, CITY shall pay COUNTY \$39,939, billed in four equal quarterly payments of: \$9,984.25. For services rendered from the COUNTY-operated shelter in Lompoc between July 1, 2019 and June 30, 2020, CITY shall pay COUNTY \$40,538, billed in four equal quarterly payments of: \$10,134.50. 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 Sixth Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

Sixth 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 Sixth Amendment to be effective July 1, 2018.

COUNTY OF SANTA BARBARA

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair, Board of Supervisors

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

**RECOMMENDED FOR APPROVAL:**

Van Do-Reynoso, MPH, PhD

**APPROVED AS TO ACCOUNTING FORM:**

Theodore A. Fallati, CPA  
Auditor-Controller

By: \_\_\_\_\_  
Department Head

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

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

**APPROVED AS TO FORM:**

Risk Management

By: \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
Risk Management

**APPROVED:**

Jan E. Glick, MS  
Director of Animal Services  
Public Health Department

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

Sixth 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 Sixth Amendment to be effective July 1, 2018.

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