

SIXTH AMENDMENT TO AGREEMENT

between

COUNTY OF SANTA BARBARA

and

CITY OF GUADALUPE

for

ANIMAL CONTROL SERVICES

Effective July 1, 2018

THIS IS THE SIXTH AMENDMENT TO THE AGREEMENT (hereafter Sixth 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 Guadalupe, 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 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.
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 Guadalupe
918 Obispo St.
Guadalupe, CA 93434

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 Santa Maria between July 1, 2018 and June 30, 2019, CITY shall pay COUNTY \$58,358, billed in four equal quarterly payments of: \$14,589.50. For services rendered from the COUNTY-operated shelter in Santa Maria between July 1, 2019 and June 30, 2020, CITY shall pay COUNTY \$59,233, billed in four equal quarterly payments of: \$14,808.25. 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.

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 Guadalupe**.

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 Guadalupe**.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to be effective July 1, 2018.

CITY OF GUADALUPE

ATTEST:

By: _____
John Lizalde, Mayor
City of Guadalupe

Date: _____

EXHIBIT A

STATEMENT OF WORK

Fiscal Year 2018-2019 and Fiscal Year 2019-2020

- A) The parties agree that the COUNTY's Division of Animal Services shall perform a full service animal control program in the CITY, including the following services:
1. Those services set forth in the Agreement.
 2. After hours priority calls are defined and prioritized as follows:
 - (1) Loose animals endangering the safety of humans.
 - (2) Reported bites where the animal is not confined and the owner is unknown.
 - (3) Injured animals with no known owner.
 - (4) Law enforcement requests for assistance with a live animal.
 - (5) Loose livestock.
 3. Patrol for stray dogs a minimum of once a week. Make contact with the Guadalupe Police Department when in the City for patrols.
 4. Provide proactive and humane animal control responses to requests for assistance with cats that are stray, roaming and over-populating.
 5. Conduct a city-wide door to door licensing, educational and outreach canvass in the City.
 6. Conduct a vaccination, licensing and microchip clinic within the City with referrals for affordable spay and neuter services or provide a mobile spay and neuter clinic within the City.
 7. Provide outreach and educational materials in English and Spanish to residents in the City.
 8. Provide educational materials to be included in the City utility bills at least twice during the contract period.
 9. Provide a written report for City Council quarterly with the following data:
 - (1) Number of field activities by officers
 - (2) Number and type of animals impounded
 10. Participate in a City event (TBD) to distribute educational and outreach materials.
 11. Assist the City in communicating resources and contact information available from County Animal Services through posting in City Hall and on the City website.