



Agenda Item B.18
CONSENT CALENDAR
Meeting Date: June 19, 2018

TO: Mayor and Councilmembers

FROM: Vyto Adomaitis, Neighborhood Services & Public Safety Director

CONTACT: Jaime A. Valdez, Economic Development Coordinator

SUBJECT: Animal Control Services for Fiscal Years 2018-19 and 2019-20

RECOMMENDATION:

Approve and authorize the City Manager to execute Amendment No. 5 to the Agreement for Animal Control Services between the County of Santa Barbara and the City of Goleta, to extend the term through June 30, 2020, and increase the contract amount by \$502,114 for the two-year contract, for a total contract amount of \$1,805,819, subject to the approval of the Fiscal Year 2018-19 and Fiscal Year 2019-20 Budgets.

BACKGROUND:

Santa Barbara County Public Health Department's Animal Services Administration ("County") has provided a wide range of animal control-related services to the City since incorporation in 2002, which include animal vaccination services; veterinary assistance; licensing; public education; animal adoptions; enforcement of animal services laws; and responding to emergency animal service requests from the public and law enforcement.

On June 5, 2012, the City Council authorized the City Manager to enter into an agreement with the County for Animal Control Services (Agreement No. 2012-077). The cost of providing services was \$207,572 for FY 2012-13. On June 18, 2013, the County and the City entered into a two-year extension of Agreement No. 2012-077.1. The Amendment covered fiscal years 2013-14 and 2014-15, the costs for which were \$199,035 and \$206,400, respectively.

On June 9, 2015, the City Council authorized the City Manager to execute a Second Amendment to the Agreement for Fiscal Year 2015-16 (Agreement No. 2012-077.2), extending the contract term for an additional year at a cost of \$216,609, for a total contract amount of \$829,616.

On June 21, 2016, the City Council authorized the City Manager to execute a Third Amendment to the Agreement for Fiscal Year 2016-17 (Agreement No. 2012-077.3), extending the contract term for an additional year at a cost of \$228,584, for a total contract amount of \$1,058,200.

On March 22, 2017, the County provided the City with a proposed Fourth Amendment to the Agreement for Fiscal Year 2017-18, extending the contract term for an additional year at a cost of \$245,505, for a total contract amount of \$1,303,705. City Council approved the Fourth Amendment to the Agreement (Agreement No. 2012-077.4) on June 6, 2017.

On April 20, 2018, the County provided the City with a proposed Fifth Amendment to the Agreement for Fiscal Years 2018-19 and 2019-20, thereby extending the contract term for an additional two years at a cost of \$502,114, for a total contract amount of \$1,805,819. The additional \$502,114 are as follows: FY 2018-19 in the amount of \$249,188 and FY 2019-20 in the amount of \$252,926. The Proposed Fifth Amendment to the Agreement is attached (Attachment 1).

DISCUSSION:

The following table compares the FY 2012-13 (original year of Agreement No. 2012-077) contract cost with the costs for the following five fiscal years (2013-14, 2014-15, 2015-16, 2016-17, and 2017-18) as well as the upcoming fiscal years (2018-19 and 2019-20):

	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20
Cost	\$207,572	\$199,035	\$206,400	\$216,609	\$228,584	\$245,505	\$249,188	\$252,926
Year over Year Change	n/a	-4.1%	3.7%	4.9%	5.5%	7.4%	1.5%	1.5%
Relative Change to FY 2012-13	n/a	-4.1%	-0.6%	4.4%	10.1%	18.3%	20.0%	21.8%
Compound Annual Growth Rate relative to FY 2012-13	n/a	-4.1%	-0.3%	1.4%	2.4%	3.4%	3.1%	2.9%

The Public Health Department's Animal Services Division uses a per capita methodology for contracting with cities. The per capita amount is calculated by using the Animal Services budget, less estimated consumer revenue (i.e., animal license fees). This "net" amount is distributed by population. The per capita cost does not include any costs considered a general cost (often referred to as a "pass-through" cost) of County government (U.S. Office of Management and Budget Circular A-87 ("OMB Circular A-87"), "Cost Principles for State and Local Governments"), fixed assets, or capital. The FY 2017-18 per capita cost was approximately \$7.98 with a City population of 30,765 for a total of \$245,505.

The calculated per capita fee includes passing on the estimated increased fee revenue to assist with keeping costs to cities as low as possible. The Public Health Department will continue to evaluate methodology for calculation of contract fees to cities and plans to keep contract cities apprised of the review and process.

Staff supports the cost allocation method used in the past based on the OMB Circular A-87. The amended contract amount includes a 1.5% increase over the Fiscal Year 2017-18 amount and another 1.5% over the Fiscal Year 2018-19 amount. The increases are composed of two factors: a) the per capita amount related to expenditures including any increases in insurance (liability and workers' compensation), staffing costs such as cost of living adjustments and retirement costs; and b) using the increase in City's population. The following table illustrates the changes to per capita rates and population for FYs 2016-17, 2017-18, and those calculated for FYs 2018-19 and 2019-20:

	FY 16-17	FY 17-18	FY 18-19	FY 19-20
Per Capita Rate	\$7.43	\$7.98	\$7.88	\$7.92
Population	30,765	30,765	31,622	31,949
Cost	\$228,584	\$245,505	\$249,188	\$252,926

While City staff requested a one-year contract to coincide with the second year of our current two-year budget, the County was willing to commit to a two-year contract for Animal Control Services for FYs 2018-19 and 2019-20 with nominal 1.5% increases per year.

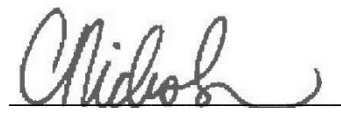
ALTERNATIVES:

No feasible alternatives for the provision of Animal Control Services exist at this time.

FISCAL IMPACTS:

At the June 5, 2018 City Council Meeting, Council approved the revised FY 2018-19 Budget, which included an allocation to support the Animal Control Services contract of \$249,188 in account (101-5-6100-559). This Fifth Amendment would also be subject to the approval of the Fiscal Year 2019-20 Budget with an allocation of \$252,926 anticipated in June of 2019 for FY 2019-20 Animal Control Services.

Reviewed By:


Carmen Nichols
Deputy City Manager

Legal Review By:


Michael Jenkins
City Attorney

Approved By:


Michelle Greene
City Manager

ATTACHMENTS:

1. Fifth Amendment to Agreement for Animal Control Services between the County of Santa Barbara and the City of Goleta for Fiscal Years 2018-19 and 2019-20
2. Agreement for Animal Control Services between the County of Santa Barbara and the City of Goleta and amendments

ATTACHMENT 1

Fifth Amendment to Agreement for Animal Control Services between the County of Santa Barbara and the City of Goleta for Fiscal Years 2018-19 and 2019-20



Van Do-Reynoso, MPH, PhD Director
Suzanne Jacobson, CPA Chief Financial Officer
Susan Klein-Rothschild, MSW Deputy Director
Douglas Metz, DPM, MPH Deputy Director
Polly Baldwin, MD, MPH Medical Director
Charity Dean, MD, MPH Health Officer

Animal Services Administration

548 W. Foster Road ♦ Santa Maria, CA 93455
805/934-6953 ♦ FAX 805/934-6599

Jan E. Glick, MS Director of Animal Services



April 20, 2018

Jaime Valdez
Economic Development Coordinator
City of Goleta
130 Cremona Dr. Suite B
Goleta, CA 93117

Re: Animal Services Agreement Amendment FY 2018-2020

Dear Jaime:

I trust things are going well in Goleta. The purpose of this letter is to update you on current events with County Animal Services and to discuss and propose the city contract fee for animal control services for Fiscal Year 2018-2019 and Fiscal Year 2019-2020.

The Public Health Department recognizes that the contract cities are facing budget challenges similar to the challenges for the County. The County is taking measures to control costs and has embarked on a five year plan entitled Renew 22 to shape the direction we will take over the next five years. This will be a phased process and has already begun.

The largest increases in the Animal Services program budget for Fiscal Year 2018-2019 are in Worker's Compensation insurance, liability insurance and retirement costs. Unfortunately, these increases are outside of our ability to control. With these considerations in mind, we are proposing a flat 1.5% increase to our city contracts for FY 2018-2019 and a flat 1.5% increase for FY 2019-2020.

Animal Services has made significant program improvements in recent years and these are briefly described in the summary entitled *Animal Services Continuous Improvement*, included with this letter. Additionally, our model of public/private partnerships helps reduce program costs while saving additional animal lives. These partnerships are described in the handout entitled *Animal Services Partnerships WIN-WIN-WIN*.

For Fiscal Year 2018-2019 the Public Health Department has again designated one time funding to subsidize the Animal Services program. The proposed funding sources for the upcoming year are approximately 25% consumer fees, 28% General Fund, 35% city contracts and 12% one-time funding.

Animal Services is proposing a modification of shelter hours and improvements in customer service. Our shelters will be open Tuesday through Saturday, with one late evening, while closed Sundays and Mondays for the general public. These hours enable us to provide full staffing on open shelter days and better serve our customers, especially with one late evening and on Saturdays. Field services staff and activities will continue to be available seven days a week and we will accommodate pet owners reclaiming lost animals on Mondays. The current business days are Monday through Saturday, with less than full coverage on some days. Proposed new schedule is:

Open for office operations and kennel visitation:

- Tuesday through Friday from 9:00 a.m. to 4:45 p.m. with one evening open to 7pm
- Saturday from 10:00 a.m. to 3:45 p.m.

The Public Health Department has proposed a two year amendment for the animal services contract with the City of Buellton for the upcoming Fiscal Year's 2018-2019 and 2019-2020. The calculation for Year 1 is based on a 1.5% increase to the current contract, and no adjustment for the increase in city population; the amount for Year 2 is 1.5% over the Year 1 amount.

Proposed:

- Year 1 Fiscal Year 2018-2019 \$249,188
- Year 2 Fiscal Year 2019-2020 \$252,926

We truly appreciate the partnerships with the cities for animal control services and want to provide the best service possible. We look forward to working with the City of Goleta in the upcoming years. I include an original amendment and two original signature pages for the City to execute.

Feel free to call me at 934-6953, to discuss the contract renewal, any questions you may have or any other animal related issues. If you would like more information on your city's calculation, I will do my best to provide that. If you would like for me to attend the Council meeting when this amendment is on the agenda, let me know and I will be sure to get it on my calendar.

Best Regards,



Jan E. Glick, MS
Animal Services Director



Van Do-Reynoso, MPH, PhD Director
Suzanne Jacobson, CPA Chief Financial Officer
Susan Klein-Rothschild, MSW Deputy Director
Douglas Metz, DPM, MPH Deputy Director
Polly Baldwin, MD, MPH Medical Director
Charity Dean, MD, MPH Health Officer

Jan E. Gillick, MS Director of Animal Services

Animal Services Partnerships Model = WIN- WIN- WIN



Santa Barbara County Animal Services is very fortunate to have vibrant partnerships with contract cities and the Chumash Tribe of Santa Ynez Indians, shelter-based non-profit organizations, and many committed individuals and other non-profit organizations dedicated to the welfare of animals.

Contract Partners

There are eight city and tribe partners which contract for animal care and control services with the County. Six of the eight incorporated cities and the tribe have full service contracts which provide for 24/7 response, field services and animal sheltering services. One city contract includes for sheltering services only. This model of service provision allows for three regional community animal shelters and an economy of scale. The cities and tribe are vital partners in the Animal Services program in Santa Barbara County

Shelter –Based Partners

There are four non-profit organizations whose missions directly tie to assisting the animals cared for by Santa Barbara County Animal Services. These organizations work directly with shelter animals or provide resources to care for animals within the three County shelters. The types of assistance each provides may include direct animal care, veterinary medical care, volunteer management, adoption counseling, lost and found services, capital projects and much more. CAPA (Companion Animal Placement Assistance) has been dedicated to assisting the LaPAWS Lompoc Animal Shelter for over 30 years. ASAP (Animal Shelter Assistance Program) is based at the Santa Barbara Shelter and cares for over 1,000 cats each year including daily care, medical and behavior treatment. BUNS (Bunnies Urgently Needing Shelter) has cared for the rabbits and Guinea pigs at the Santa Barbara Shelter and does all of the daily husbandry, enrichment and adoption counseling along with educational programs about care for companion rabbits and Guinea pigs. The Santa Barbara County Animal Care Foundation was formed in 2002 to serve as a philanthropic partner and the organization helps with capital projects (the first one being the Santa Maria Animal Center), medical care, outreach and education, including a summer camp program and many special projects. These partners truly bring added value to the program and have been vital to the accomplishment of a high standard of care and live release rate.

Volunteers

Volunteers are vital members of our team at all three of our community animal shelters. Volunteers help with animal care, adoptions, lost and found, administrative assistance, medical care and assisting in spay and neuter clinics, with special events, fostering animals and much more. There is a new approach to the integration of volunteers in operations, working side-by-side with staff, which has enhanced these partnerships.

Non-Profit Partners

Animal Services also has partnerships with a variety of non-profit animal welfare organizations for animal transfers, provision of medical care, animal behavior modification and training, disaster response and collaboration on promotions and events. We formed the Responsible Pet Ownership Alliance which is comprised of organizations that provide affordable or free spay and neuter surgeries for owned pets within our communities and includes the three local humane societies.

The Animal Services Partnership Model contributes to the quality of life for people and animals in Santa Barbara County. By establishing and nurturing these relationships, Animal Services manages and minimizes the cost of animal control services, ultimately benefitting our contract cities, the tribe, and the taxpayers. We are committed to sustaining and furthering collaborative efforts in order to ensure public safety and quality care for animals.



Van Do-Reynoso, MPH, PhD *Director*
Suzanne Jacobson, CPA *Chief Financial Officer*
Susan Klein-Rothschild, MSW *Deputy Director*
Douglas Metz, DPM, MPH *Deputy Director*
Polly Baldwin, MD, MPH *Medical Director*
Charity Dean, MD, MPH *Health Officer*

Animal Services Administration

548 W. Foster Road ♦ Santa Maria, CA 93455
805/934-6953 ♦ FAX 805/934-6599

Jan E. Gilck, MS *Director of Animal Services*

Animal Services Continuous Improvement Process



Santa Barbara County contracted with the American Humane Association for an Animal Services Program Assessment in 2015. The goal was to obtain recommendations for current best practices and program improvements while benefitting from an impartial review of the program to help with planning for the future. As a result of the program assessment and recommendations, the Animal Services program received additional funding from the County General Fund to support implementation of program enhancements.

Resources and Staffing

Additional resources resulted in new positions to improve services including:

- Operations Manager
- Registered Veterinary Technician
- Contract Director of Shelter Medicine
- Contract Behavior/Enrichment Coordinator
- Animal Control Officer/ Dispatcher
- Kennel Attendant from extra help to regular position

New Practices and Updated Approaches

- Developed a philosophy and new approach in the Shelter Medicine Veterinary Team which guides medical care and interventions to good outcomes.
- Implemented rounds at all three shelters to assure timely action and tracking of each animal's progress.
- Increased the level of medical care available to sick and injured animals, including diagnostic testing and veterinary consultation.
- Initiated a new, friendlier approach to animal adoption that is conversational, utilizes adoption interest surveys and is based on match-making resulting in increased adoptions.
- Implemented the SAFER™ (Safety Assessment for Evaluating Rehoming) behavior assessment method for dogs at all 3 sites, a consistent method to evaluate behavior.
- Created behavior plans for individual animals to enhance adoptability and reduce length of stay.
- Enhanced outreach and animal transfer efforts to non-profit partners.
- Expanded the use of Chameleon software to provide electronic medical records and increased utilization of the capabilities of the software.
- Initiated new foster protocols to track foster animals and ensure foster placement availability
- Collaborated on strategies to address overpopulation in community cats

Policy Updates and Review Process

- Developed a defined process for initiation of new policies or revisions to existing policies encouraging stakeholder participation and input.
- Created new euthanasia protocols and an Animal Welfare Panel for team decision-making and ensuring all options are considered.
- Revised and updated the Animal Services Policies and Procedures manual for all staff.
- Revised the Owner Requested Euthanasia policy to support life where possible.

Ongoing improvements in animal care, medical treatment and policy consistency and a resulting increase in the Live Release Rate are just some of the positive results over the past three years. The Animal Services Team which consists of staff, volunteers and the many partners to the organization has seen a culture shift and a revived commitment to continuous improvement as integral to the culture.

FIFTH AMENDMENT TO AGREEMENT

for

ANIMAL CONTROL SERVICES

between

COUNTY OF SANTA BARBARA

and

CITY OF GOLETA

Effective July 1, 2018

THIS IS THE FIFTH AMENDMENT (hereafter Fifth Amendment) to the Agreement 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 City of Goleta (hereafter CITY).

WHEREAS, the Agreement was originally entered into on July 1, 2012 and was first amended to extend the term through June 30, 2015; and

WHEREAS, the County and City (collectively referred to as "parties") have amended the Agreement on four prior occasions (such amendments shall be referred to individually as the First Amendment, Second Amendment, Third Amendment, and Fourth 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 Fifth Amendment incorporates the terms and conditions set forth in the Agreement, First Amendment, Second Amendment, Third Amendment, and Fourth Amendment, except as modified by this Fifth 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:

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Definitions.** Capitalized terms used in this Fifth 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 Goleta
 130 Cremona Drive, Suite B
 Goleta, CA 93117

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 Goleta between July 1, 2018 and June 30, 2019, CITY shall pay COUNTY \$249,188, billed in four equal quarterly payments of: \$62,297. For services rendered from the COUNTY-operated shelter in Goleta between July 1, 2019 and June 30, 2020, CITY shall pay COUNTY \$252,926, billed in four equal quarterly payments of: \$63,231.50. 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 Fifth Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

Fifth Amendment to Agreement for Animal Control Services between the **County of Santa Barbara** and **City of Goleta**.

IN WITNESS WHEREOF, the parties have executed this Fifth 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: _____

Fifth Amendment to Agreement for Animal Control Services between the **County of Santa Barbara** and **City of Goleta**.

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

CITY OF GOLETA


APPROVED AS TO ADMINISTRATION:

By: _____
Michelle Greene, City Manager

ATTEST:

By: _____
Deborah S. Lopez, City Clerk

APPROVED AS TO FORM:

By:  _____
Winnie Cai, Deputy City Attorney

ATTACHMENT 2

**AGREEMENT FOR ANIMAL CONTROL SERVICES BETWEEN THE COUNTY OF
SANTA BARBARA AND THE CITY OF GOLETA AND AMENDMENTS NO. 1,
AMENDMENT NO. 2, AMENDMENT NO. 3, AMENDMENT NO. 4**

between
COUNTY OF SANTA BARBARA
and
CITY OF GOLETA

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and the City of Goleta a municipal corporation in Santa Barbara County (hereafter CITY) wherein COUNTY agrees to provide and CITY agrees to accept the services specified herein.

WHEREAS, CITY, mindful of its duties and responsibilities to protect and maintain the public health, safety, and welfare of its citizens, finds it necessary to regulate and control the enforcement of Animal Control Ordinances within the CITY, and

WHEREAS, CITY has determined that the best interest of the CITY would be served by having the animal control services provided by the COUNTY; and

WHEREAS, pursuant to Section 101400 of the Health and Safety Code, COUNTY and CITY may contract for the performance by COUNTY employees for any or all functions relating to and in connection with the enforcement of local health and sanitation laws.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DEFINITIONS.

For the purpose of this Agreement, the following terms shall have the meaning as set forth below:

1.1. IMPOUND: Taking physical custody of an animal that will be taken to the COUNTY Animal Shelter or relocated.

1.2. SHELTER BOARDING: Providing food, water and housing for an impounded animal, and the cleaning and disinfecting of such housing.

1.3. EUTHANASIA – DOG: The humane destruction of a dog by lethal injection.

1.4. EUTHANASIA – CAT: The humane destruction of a cat by lethal injection.

1.5. EUTHANASIA – OTHER: The humane destruction of an animal other than a dog or cat by lethal injection.

1.6. OFFICER ACTIVITY: Each individual response by COUNTY Animal Control Officers for CITY code enforcement and/or each response by COUNTY Animal Control Officers to animal-related complaints that are either called directly into the shelter office, given directly to the Officer in the field by the complainant or generated by the Officer upon seeing a problem.

1.7. DEAD ANIMAL PICK-UP: Taking physical custody of a dead animal for disposal.

1.8. EMERGENCY CALL: Response, after normal working hours (5:00 p.m. to 9:00 a.m., Monday through Friday), and weekends, to a prioritized list of emergencies, established and approved by CITY and COUNTY including, but not limited to: stray injured domestic animals, loose livestock creating a

traffic hazard, a stray vicious animal that is an immediate threat to public safety, or emergency requests from law enforcement agencies.

1.9. ANIMAL LICENSING: Collect dog and cat license applications and fees and ensure compliance with the state and City's code regarding animal licensing. The County will cooperate with the marketing and education efforts by City to increase compliance with state and City's code regarding licensing and reduce pet overpopulation within the City.

2. DESIGNATED REPRESENTATIVE.

Jan E. Glick, Director of Animal Services, is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Daniel Singer, City Manager, is the authorized representative for CITY. Changes in designated representatives shall be made only after advance written notice to the other party.

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: Jan E. Glick, MS
Director of Animal Services
5473 Overpass Road
Santa Barbara, CA 93111

To CITY: Daniel Singer
City Manager
City of Goleta
130 Cremona Drive, Ste B
Goleta, CA 93117

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.

4. SCOPE OF SERVICES.

COUNTY shall provide services to CITY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

5. TERM.

The term of this Agreement shall be from July 1, 2012 through June 30, 2013.

6. COMPENSATION OF COUNTY.

For services rendered from the COUNTY operated shelter in Goleta between July 1, 2012 and June 30, 2013, CITY shall pay COUNTY \$207,572, billed in four equal quarterly payments of: \$51,893.00. 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.

7. INTERPRETATION/APPLICATION OF CITY CODES.

CITY shall be responsible for the legal work associated with the interpretation and prosecution of its ordinances, and defense of the ordinance content and application.

8. INDEPENDENT CONTRACTOR.

The parties hereto, in the performance of this Agreement, will be acting in their individual governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The parties intend that an independent contractor relationship will be created by this Agreement. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Without limiting the foregoing, the CITY shall advise the COUNTY's Division of Animal Services in the implementation and enforcement of its code pursuant to this Agreement.

9. COMPLAINTS.

COUNTY shall maintain telephone service at (805) 681-5285 for the receipt of service calls or complaints and shall be available for such calls Monday through Friday from 9:00 a.m. to 4:45 p.m. A COUNTY Animal Control Officer will be available on call during non-business hours for emergency calls.

10. REGULAR BUSINESS HOURS AND COUNTY HOLIDAYS.

The shelter will be open to the public the following hours:

10.1. Open for office operations and kennel visitation:

Monday through Friday from 9:00 a.m. to 4:45 p.m.
Saturday from 10:00 a.m. to 3:45 p.m.

10.2. Animal Control Officers will be on regular response:

Monday through Friday from 9:00 a.m. to 5:00 p.m.

10.3. The shelter will be closed on Sundays and official COUNTY holidays which are as follows:

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

11. CONFLICT OF INTEREST.

CITY covenants that CITY presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CITY further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CITY.

COUNTY covenants that COUNTY presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. COUNTY further covenants that in the performance of this Agreement, no person having any such interest shall be employed by COUNTY.

12. OWNERSHIP OF DOCUMENTS.

All reports and documents prepared by COUNTY under this Agreement are the joint property of the CITY and the COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY

shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

13. INDEMNIFICATION AND INSURANCE.

13.1. Indemnification.

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to Government Code Section 895.4, COUNTY shall fully defend, indemnify and hold CITY, its officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the acts or omissions of the COUNTY, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement and CITY shall fully defend, indemnify and hold COUNTY, its officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the enforcement of any invalid provision of any Goleta Municipal Code. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage, claim, expense, cost, or liability occurring by reason of the acts or omissions of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

13.2. 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.

14. NONEXCLUSIVE AGREEMENT.

CITY understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others to provide the same or similar services as those provided to CITY as the COUNTY desires.

15. ASSIGNMENT.

COUNTY shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of CITY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

16. TERMINATION.

16.1. For Cause. In the event of a material breach of this Agreement, either party may initiate termination of the Agreement. The aggrieved party shall serve the other party with a thirty (30) day notice to cure the breach. The notice must specify in detail the nature of the alleged material breach, including the supporting factual basis and any relevant documentation. (i) A material breach by COUNTY may include, but not be limited to, COUNTY's failure to meet the requirements described in Exhibit A of this Agreement; (ii) A material breach by CITY may include, but not be limited to, failing to make timely payments as required by this Agreement.

The party receiving the notice shall have ten (10) days from the date of receipt to respond to the alleged breach by either requesting in writing a meeting with the noticing party, curing the breach, or if the breach is of such a nature that it cannot be reasonably cured within thirty (30) days, commence curing the breach within said period and notifying the other party of the actions taken. If a meeting is requested by the party receiving the notice, it shall be scheduled within ten (10) days of the date notice is received. If

corrective action is not taken by the party receiving notice, or the parties do not reach an agreement during the notice period, the parties shall deliver to each other all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by the other party in performing this Agreement, whether completed or in process, and this Agreement shall terminate upon completion of the thirty (30) days notice period, at the option of the noticing party, notwithstanding any other provision of this Agreement.

16.2. For Convenience. COUNTY or CITY may terminate this Agreement for convenience upon thirty (30) days written notice. Following such termination for convenience, COUNTY shall cease work and notify CITY as to the status of its performance.

16.3. Notwithstanding any other payment provision of this Agreement, CITY shall pay COUNTY for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

17. SECTION HEADINGS.

The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

18. SEVERABILITY.

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

19. REMEDIES NOT EXCLUSIVE.

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

20. TIME IS OF THE ESSENCE.

Time is of the essence in this Agreement and each covenant and term is a condition herein.

21. NO WAIVER OF DEFAULT.

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

22. ENTIRE AGREEMENT AND AMENDMENT.

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future

right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

23. SUCCESSORS AND ASSIGNS.

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

24. COMPLIANCE WITH LAW.

CITY shall, at its sole cost and expense, comply with all county, state and federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CITY in any action or proceeding against CITY, whether COUNTY be a party thereto or not, that CITY has violated any such ordinance or statute, shall be conclusive of that fact as between CITY and COUNTY.

25. CALIFORNIA LAW.

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

26. EXECUTION OF COUNTERPARTS.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

27. AUTHORITY.

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CITY hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CITY is obligated, which breach would have a material effect hereon.

28. PRECEDENCE.

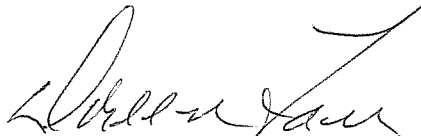
In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

Agreement for Animal Control Services between the **County of Santa Barbara** and **City of Goleta**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on July 1, 2012.

COUNTY OF SANTA BARBARA

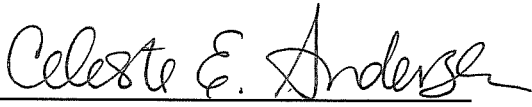
ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD


Chair, Board of Supervisors


By: 
Deputy Clerk

Date: 6-26-12

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

By: 
Deputy County Counsel

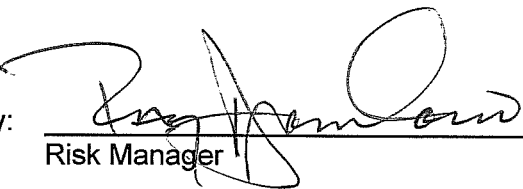
APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CRA
AUDITOR-CONTROLLER

By: 
Deputy Auditor-Controller
Gregory Eric Levin
Advanced and Specialty Accounting

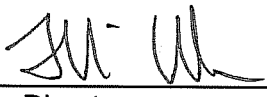
APPROVED
TAKASHI WADA, MD, MPH
DIRECTOR / HEALTH OFFICER
PUBLIC HEALTH DEPARTMENT

By: 
Director

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGER

By: 
Risk Manager

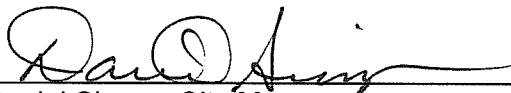
APPROVED
JAN E. GLICK, MS
DIRECTOR OF ANIMAL SERVICES
PUBLIC HEALTH DEPARTMENT

By: 
Director
TAKASHI WADA
FOR JAN GLICK

Agreement for Animal Control Services between the **County of Santa Barbara** and **City of Goleta**.

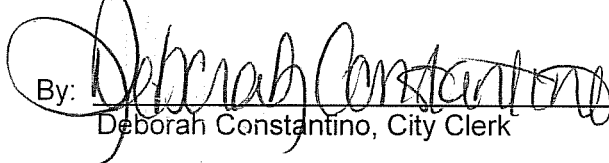
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on July 1, 2012.

CITY OF GOLETA

By: 
Daniel Singer, City Manager

Date: 6/20/12

ATTEST

By: 
Deborah Constantino, City Clerk

APPROVED AS TO FORM:


By: 
Tim W. Giles, City Attorney

EXHIBIT A

STATEMENT OF WORK

- A) During the term of this Agreement, 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 Section I, Definitions, of the Agreement.
 - 2) Impound and properly maintain impounded animals, and euthanize all animals in accordance with CITY ordinances. This service will be provided at the Goleta Animal Center.
 - 3) Upon receiving written prior notification by CITY, attend scheduled code enforcement hearings.
 - 4) Upon receiving written prior notification by CITY, attend scheduled court appearances.
 - 5) On a quarterly basis, provide the CITY with a detailed activity report and kennel statistics.
- B) The COUNTY shall enforce Title 6, Chapter 6.01 of the Goleta Municipal Code in its current form and as amended from time to time, except as otherwise specified in this Agreement.
- C) The COUNTY, in compliance with applicable state law, shall use its discretion to determine how long an animal may be held for adoption.
- D) If the COUNTY impounds an animal pursuant to legal action, the animal shall be held and the COUNTY shall consult with the City Attorney's Office regarding the animal's disposition.

FIRST AMENDMENT TO AGREEMENT

for

ANIMAL CONTROL SERVICES

between

COUNTY OF SANTA BARBARA

and

CITY OF GOLETA

FISCAL YEARS 2013/14 and 2014/15

Agreement No. 2012-077.1
City of Goleta, California

THIS IS THE FIRST AMENDMENT (hereafter First Amendment) to the Agreement 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 City of Goleta (hereafter CITY).

WHEREAS, the Agreement is effective through June 30, 2013; and

WHEREAS, the parties desire to amend the Agreement to extend the term and adjust the compensation payable to COUNTY for services performed under the Agreement.

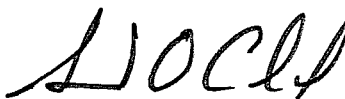
NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

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.**
 - a. The Agreement is amended as follows:
 5. **TERM.** The term of this Agreement shall be from July 1, 2012 **2013** through June 30, 2013 **2015**.
 6. **COMPENSATION OF COUNTY.** For services rendered from the COUNTY operated shelter in Goleta between July 1, 2012 **2013** and June 30, 2013 **2015**, CITY shall pay COUNTY \$207,572, ~~billed in four equal quarterly payments of: \$51,893.00.~~ **a total Agreement amount of \$405,435 as follows: \$199,035 for Fiscal Year 2013-14; and \$206,400 for Fiscal Year 2014-15. Fiscal Year 2013-14 payments shall be made in four equal quarterly payments of \$49,758.75. Fiscal Year 2014-15 payments shall be made in four equal quarterly payments of \$51,600.00.** 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.
3. **Limited Amendments.** This First Amendment incorporates the terms and conditions set forth in the Agreement so that they maintain the same force and effect.
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 **City of Goleta**.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective July 1, 2013.

COUNTY OF SANTA BARBARA



Chair, Board of Supervisors

Date: 6-18-13

ATTEST:


CHANDRA L. WALLAR
CLERK OF THE BOARD

By: 
Deputy Clerk

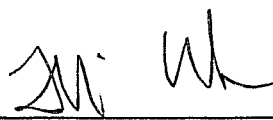
APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

By: 
Deputy County Counsel

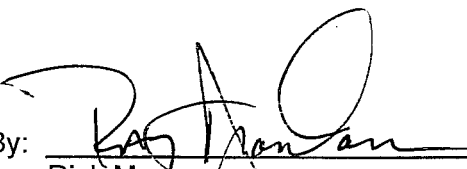
APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: 
Deputy Auditor-Controller
Gregory Eric Levin
Advanced and Specialty Accounting

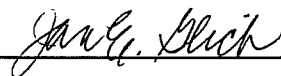
APPROVED:
TAKASHI WADA, MD, MPH
DIRECTOR/HEALTH OFFICER
PUBLIC HEALTH DEPARTMENT

By: 
Director

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

By: 
Risk Manager

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

By: 
Jan E. Glick

First Amendment to Agreement for Animal Control Services between the **County of Santa Barbara** and **City of Goleta**.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective July 1, 2013.

CITY OF GOLETA

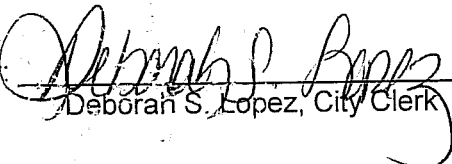
APPROVED AS TO FORM:

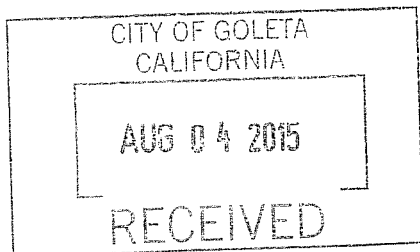
By: 
Tim W. Giles, City Attorney

APPROVED AS TO ADMINISTRATION:

By: 
Daniel Singer, City Manager

ATTEST:

By: 
Deborah S. Lopez, City Clerk



SECOND AMENDMENT TO AGREEMENT

for
ANIMAL CONTROL SERVICES
between
COUNTY OF SANTA BARBARA
and
CITY OF GOLETA

Effective July 1, 2015

THIS IS THE SECOND AMENDMENT (hereafter Second Amendment) to the Agreement 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 City of Goleta (hereafter CITY).

WHEREAS, the Agreement was originally entered into on July 1, 2012 and was first amended to extend the term through June 30, 2015; and

WHEREAS, the compensation payable to COUNTY was \$207,572 in 2012-13, \$199,035 in 2013-14, and \$206,400 in 2014-15 for services performed under the Agreement; and

WHEREAS, the parties desire to amend the Agreement to extend the term and adjust the compensation payable to COUNTY to \$216,609 in 2015-16 for services performed under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

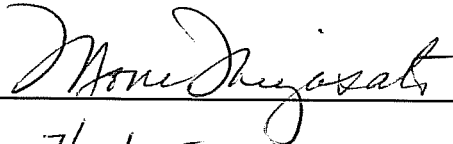
1. **Definitions.** Capitalized terms used in this Second Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.
2. **Amendments.**
 - a. The following paragraph of the Agreement is amended to read in its entirety as follows:
 5. **TERM.** The term of this Agreement shall expire June 30, **2016**.
 - b. The following paragraph is amended to include the following additional information:
 6. **COMPENSATION OF COUNTY.** For services rendered from the COUNTY operated shelter in Goleta between July 1, **2015** and June 30, **2016**, CITY shall pay COUNTY **\$216,609 billed in four equal quarterly payments of \$54,152.25**. 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 above.
3. **Limited Amendments.** This Second Amendment incorporates the terms and conditions set forth in the Agreement so that they maintain the same force and effect.
4. **Counterparts.** This Second Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

Second Amendment to Agreement for Animal Control Services between the **County of Santa Barbara** and **City of Goleta**.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to be effective July 1, 2015.

COUNTY OF SANTA BARBARA

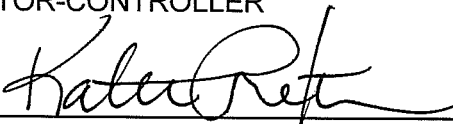
MONA MIYASATO
COUNTY EXECUTIVE OFFICER

By: 
Date: 7/21/15


APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Deputy County Counsel

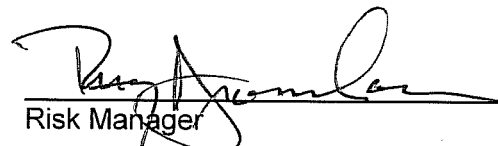
APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: 
Deputy

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

By: 
Director

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

By: 
Risk Manager

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


By: 

Second Amendment to Agreement for Animal Control Services between the **County of Santa Barbara** and **City of Goleta**.

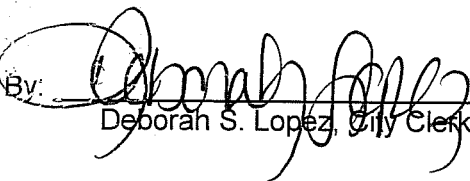
IN WITNESS WHEREOF, the parties have executed this Second Amendment to be effective July 1, 2015.

CITY OF GOLETA

APPROVED AS TO ADMINISTRATION:

By: 
Michelle Greene, City Manager

ATTEST:

By: 
Deborah S. Lopez, City Clerk

APPROVED AS TO FORM:

By: 
Tim W. Giles, City Attorney

THIRD AMENDMENT TO AGREEMENT

for

ANIMAL CONTROL SERVICES

between

COUNTY OF SANTA BARBARA

and

CITY OF GOLETA

Effective July 1, 2016

THIS IS THE THIRD AMENDMENT (hereafter Third Amendment) to the Agreement 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 City of Goleta (hereafter CITY).

WHEREAS, the Agreement was originally entered into on July 1, 2012 and was first amended to extend the term through June 30, 2015; and

WHEREAS, the compensation payable to COUNTY was \$207,572 in 2012-13, \$199,035 in 2013-14, \$206,400 in 2014-15, and \$216,609 in 2015-2016 for services performed under the Agreement; and

WHEREAS, the parties desire to amend the Agreement to extend the term and adjust the compensation payable to COUNTY to \$228,584 in 2016-17 for services performed under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

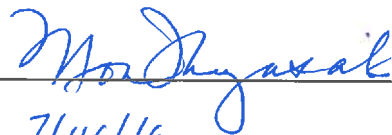
1. **Definitions.** Capitalized terms used in this Third Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.
2. **Amendments.**
 - a. The following paragraph of the Agreement is amended to read in its entirety as follows:
 5. **TERM.** The term of this Agreement shall expire June 30, **2017**.
 - b. The following paragraph is amended to include the following additional information:
 6. **COMPENSATION OF COUNTY.** For services rendered from the COUNTY operated shelter in Goleta between July 1, **2016** and June 30, **2017**, CITY shall pay COUNTY **\$228,584 billed in four equal quarterly payments of \$57,146**. 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.
3. **Limited Amendments.** This **Third Amendment** incorporates the terms and conditions set forth in the Agreement so that they maintain the same force and effect.
4. **Counterparts.** This **Third Amendment** may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

Third Amendment to Agreement for Animal Control Services between the **County of Santa Barbara** and **City of Goleta**.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to be effective July 1, 2016.

COUNTY OF SANTA BARBARA


MONA H. MIYASATO
COUNTY EXECUTIVE OFFICER


By: 
Date: 7/14/16

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Deputy County Counsel

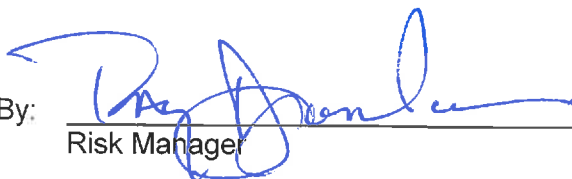
APPROVED AS TO ACCOUNTING FORM:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: 
Deputy

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

By: 
Director

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

By: 
Risk Manager

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


By: 

Third Amendment to Agreement for Animal Control Services between the **County of Santa Barbara** and **City of Goleta**.

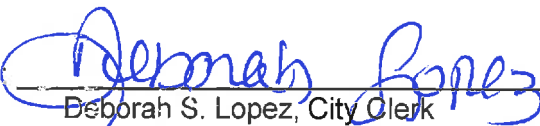
IN WITNESS WHEREOF, the parties have executed this Third Amendment to be effective July 1, 2016.

CITY OF GOLETA

APPROVED AS TO ADMINISTRATION:

By: 
Michelle Greene, City Manager

ATTEST:

By: 
Deborah S. Lopez, City Clerk

APPROVED AS TO FORM:

By: 
Tim W. Giles, City Attorney

FOURTH AMENDMENT TO AGREEMENT

for
ANIMAL CONTROL SERVICES
between
COUNTY OF SANTA BARBARA
and
CITY OF GOLETA



Effective July 1, 2017

THIS IS THE FOURTH AMENDMENT (hereafter Fourth Amendment) to the Agreement 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 City of Goleta (hereafter CITY).

WHEREAS, the Agreement was originally entered into on July 1, 2012 and was first amended to extend the term through June 30, 2015; and

WHEREAS, the compensation payable to COUNTY was \$207,572 in 2012-13, \$199,035 in 2013-14, \$206,400 in 2014-15, and \$216,609 in 2015-2016, and \$228,584 in 2016-2017 for services performed under the Agreement; and

WHEREAS, the parties desire to amend the Agreement to extend the term and adjust the compensation payable to COUNTY to \$245,505 in 2017-2018 for services performed under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree 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.
2. **Amendments.**
 - a. The following paragraph of the Agreement is amended to read in its entirety as follows:
 5. **TERM.** The term of this Agreement shall expire June 30, **2018**.
 - b. The following paragraph is amended to include the following additional information:
 6. **COMPENSATION OF COUNTY.** For services rendered from the COUNTY operated shelter in Goleta between July 1, **2017** and June 30, **2018**, CITY shall pay COUNTY **\$245,505 billed in four equal quarterly payments of \$61,376.25**. 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 above.
3. **Limited Amendments.** This Fourth Amendment incorporates the terms and conditions set forth in the Agreement so that they maintain the same force and effect.
4. **Counterparts.** This Fourth Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

Fourth Amendment to Agreement for Animal Control Services between the **County of Santa Barbara** and **City of Goleta**.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to be effective July 1, 2017.

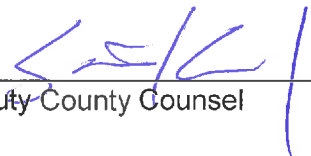
COUNTY OF SANTA BARBARA

MONA H. MIYASATO
COUNTY EXECUTIVE OFFICER

By: 

Date: 7.2.17

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Deputy County Counsel

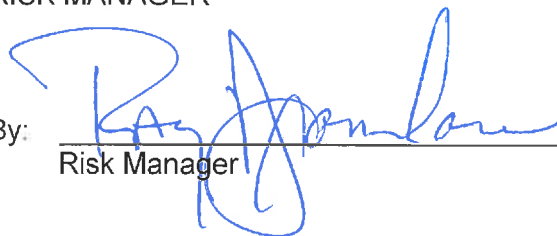
APPROVED AS TO ACCOUNTING FORM:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: 
Deputy

APPROVED
CARRIE TOPLIFFE
INTERIM DIRECTOR
PUBLIC HEALTH DEPARTMENT

By: 
Director

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

By: 
Risk Manager

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

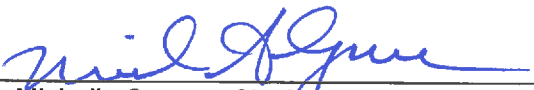
By: 

Fourth Amendment to Agreement for Animal Control Services between the **County of Santa Barbara** and **City of Goleta**.

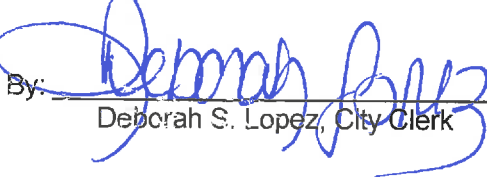
IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to be effective July 1, 2017.

CITY OF GOLETA

APPROVED AS TO ADMINISTRATION:

By: 
Michelle Greene, City Manager

ATTEST:

By: 
Deborah S. Lopez, City Clerk

APPROVED AS TO FORM:

By: 
Winnie Cai, Deputy City Attorney