

**FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT NO. A2014-041
BETWEEN THE COUNTY OF VENTURA ("COUNTY") and the CITY OF SAN
BUENAVENTURA ("CITY"), a Municipal Corporation.**

THIS FIFTH AMENDMENT to Professional Services Agreement No. A2014-041 ("Agreement") is made and executed on the dates set forth below by and between the COUNTY OF VENTURA ("COUNTY"), as owner and operator of Ventura County Medical Center ("VCMC"), and the CITY OF SAN BUENAVENTURA ("CITY"), a municipal corporation.

Pursuant to Sections 3 and 11 of the Agreement, attached hereto, executed by the parties on or about September 15th 2014, the Agreement is hereby extended and amended by mutual agreement of the parties, as follows:

Without changing or modifying the provisions of the Agreement and the First Second, Third, and Fourth Amendments thereto specifically applicable to fiscal years 2014-2015, 2015-2016, 2016-2017, 2017-2018, 2018-2019, CITY and COUNTY agree as follows:

1. Section 2, COUNTY OBLIGATIONS, Subsections A and B , are deleted in their entirety and restated as follows:
 - A. From July 1st, 2019 through June 30th 2020, the total estimated costs for services provided by this Agreement is five hundred sixty-seven thousand one hundred fifty-four dollars (\$567,154), subject to approval by the COUNTY Board of Supervisors. If the actual costs are less than the estimated costs, COUNTY shall be responsible for the lesser of the two amounts.
 - B. COUNTY will be invoiced in January 2020 for services rendered from July 1st through December 31st 2019, and in July 2020 for services rendered from January 1st through June 30th 2020. COUNTY shall pay CITY within thirty (30) days of receipt of the invoice and mail it to the following address:

City of Ventura Police Department
Attn: Business Services Officer
1425 Dowell Drive
Ventura, CA 93003

2. The Agreement is hereby extended to June 30, 2020, with additional one-year extensions by mutual written agreement of the parties. COUNTY and CITY shall communicate approximately one hundred twenty (120) days before the expiration of the then current Agreement to establish the estimated total cost for the subsequent year extension.

3. Section 5. DESIGNATED REPRESENTATIVES, Subsection B, is deleted in its entirety and restated as follows:

- B. Commander Rick Murray is the designated CITY representative and is responsible for negotiations, contractual matters and coordination with COUNTY'S representatives.

All other provisions of the Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Fifth Amendment on the dates set forth below.

City of San Buenaventura

By: _____
Alex McIntyre
Date
City Manager

APPROVED AS TO FORM:

Gregory Diaz City Attorney

By: _____
Andy H. Viets
Date
Sr. Assistant City Attorney

County of Ventura

By: _____
Bill Foley
Date
Health Care Agency Director