

EIGHTH AMENDMENT TO AGREEMENT

between

COUNTY OF SANTA BARBARA

and

CITY OF LOMPOC

for

ANIMAL CONTROL SERVICES

Effective July 1, 2019

THIS EIGHTH AMENDMENT TO THE AGREEMENT for Animal Control Services (Eighth Amendment) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY), and the City of Lompoc, a municipal corporation in Santa Barbara County (hereafter CITY).

WHEREAS, the parties entered in an Agreement for Animal Control Services, which became effective July 1, 2011, and has since been amended by seven amendments (Agreement); and

WHEREAS, the parties desire to amend the Agreement to extend the term for one year and modify the notice and compensation provisions; and

WHEREAS, this Eighth Amendment incorporates the terms and conditions set forth in the Agreement, except as modified by this Eighth 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 Eighth Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.

2. **Amendments.**

(a) Section 3, Notices, is hereby revised to read in its entirety as follows:

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:

Tara Diller
Director of Animal Services
5473 Overpass Road
Santa Barbara, CA 93111

To CITY:

City of Lompoc

Attention: City Manager
100 Civic Center Plaza
Lompoc, CA 93436
With a copy to:

Aleshire & Wynder, LLP
Attn: Jeff M. Malawy
18881 Von Karman Ave., Suite 1700
Irvine, CA 92612

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.

- (b) Section 5, Term, is hereby revised to read in its entirety as follows:

TERM. The term of this Agreement shall be from July 1, 2011, through June 30, 2020.

- (c) Section 6, Compensation of County, is hereby revised to read in its entirety as follows:

COMPENSATION OF COUNTY. For services rendered from the COUNTY-operated shelter in Lompoc between July 1, 2019, and June 30, 2020, CITY shall pay COUNTY \$326,814, billed in four equal quarterly installments of: \$81,703.50. Quarterly payments to COUNTY shall be made within thirty (30) days of receipt of invoice.

COUNTY shall provide quarterly billing to CITY's Accounts Payable Division as follows:

Electronically (preferred) to:
ap@ci.lompoc.ca.us

City of Lompoc
Attn: Accounts Payable
100 Civic Center Plaza
Lompoc CA 93436

- (d) Exhibit A, Statement of Work, is hereby replaced with a new Exhibit A, Statement of Work, attached hereto and incorporated herein.

3. **Counterparts.** This Eighth Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

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

IN WITNESS WHEREOF, the parties hereto have executed this Eighth Amendment to be effective July 1, 2019.

COUNTY OF SANTA BARBARA

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

Steve Lavagnino

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Van Do-Reynoso, MPH, PhD

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, 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:

Tara Diller
Director of Animal Services
Public Health Department

By: _____

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

IN WITNESS WHEREOF, the parties hereto have executed this Eighth Amendment to be effective July 1, 2019.

CITY OF LOMPOC, a municipal corporation

By: _____
James Throop, City Manager

Attest:

By: _____
Stacey Haddon, City Clerk

Approved as to form:

By: _____
Jeff Malawy, City Attorney

EXHIBIT A

STATEMENT OF WORK

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:

Those services set forth in Section I, Definitions, of the Agreement.

After hours priority calls are defined and prioritized as follows:

Loose animals endangering the safety of humans.

Reported bites where the animal is not confined and the owner is unknown.

Injured animals with no known owner.

Law enforcement requests for assistance with a live animal.

Loose livestock.

Impound and properly maintain impounded animals, and euthanize all animals in accordance with CITY ordinances. This service will be provided at the Lompoc Animal Shelter.

The COUNTY shall enforce Chapter 6.04 of the Lompoc Municipal Code in its current form and as amended from time to time, except as otherwise specified in this Agreement.

Upon receiving written prior notification by CITY, attend scheduled code enforcement hearings.

Upon receiving written prior notification by CITY, attend scheduled court appearances.

On a quarterly basis, provide the CITY with a detailed activity report and kennel statistics.

The COUNTY shall use its discretion to determine how long an animal may be held for adoption.

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.