

**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](mailto: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 "Title 6 – Animals" 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, then the animal shall be held and the COUNTY shall consult with the City Attorney's Office regarding the animal's disposition.

COUNTY agrees that its Animal Services Division shall assist CITY with the enforcement of the following CITY Codes. However, any such assistance shall be limited to investigative services only, including providing written reports to CITY. COUNTY shall not perform any of the services identified in Sections 6.12.020, 6.08.200 and 6.08.210 pertaining to an Animal Control Officer.

- a. LMC Section 6.12.020: Post-Seizure Hearing;
- b. LMC Section 6.08.200: Vicious or Restricted Dog Hearing;
- c. LMC Section 6.08.210: Notice of Decision