

## SECOND AMENDMENT TO AGREEMENT

between

COUNTY OF SANTA BARBARA

and

CITY OF LOMPOC

for

ANIMAL CONTROL SERVICES

Effective July 1, 2013

**THIS IS THE SECOND AMENDMENT TO THE AGREEMENT** (hereafter Second 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 Lompoc, 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 Second Amendment incorporates the terms and conditions set forth in the Agreement and First Amendment, except as modified by this Second 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 Second 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:

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 Lompoc, between July 1, ~~2014~~ **2013** and June 30, ~~2012~~ **2015**, CITY shall pay COUNTY ~~\$254,842~~ **a total amount of \$534,338 for the two year period this Agreement is in effect. For Fiscal Year 2013-14, CITY shall pay COUNTY \$262,316**, billed in four equal quarterly payments of: ~~\$63,710.50~~ **\$65,579. For Fiscal Year 2014-15, CITY shall pay COUNTY \$272,022, billed in four equal quarterly payments of \$68,005.50.** 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.
3. **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 the **City of Lompoc**.

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

COUNTY OF SANTA BARBARA

ATTEST:  
CHANDRA L. WALLAR  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

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

By: \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
Deputy

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

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

By: \_\_\_\_\_

By: \_\_\_\_\_

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 the **City of Lompoc**.

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

CITY OF LOMPOC

By: \_\_\_\_\_  
John Linn, Mayor

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Joseph W. Pannone, City Attorney

ATTEST:

By: \_\_\_\_\_  
Stacey Alvarez, City Clerk