

SECOND AMENDMENT TO AGREEMENT
to
PROVIDE LAW ENFORCEMENT SERVICES
between
COUNTY OF SANTA BARBARA
and
CITY OF GOLETA

Effective July 1, 2017

THIS IS THE SECOND AMENDMENT (hereafter Second Amendment) to the Agreement to Provide Law Enforcement Services with a term July 1, 2012 to June 30, 2017, (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 on December 12, 2016 to clarify the restoration of one (1.0) FTE motor officer in F/Y 2011/2012, to modify Exhibit A-1 to add one (1.0) FTE Parking Enforcement Officer position, and modify Exhibit C, section 1 to add Salary & Benefits information related to the addition of the Parking Enforcement Officer position; and

WHEREAS, the compensation payable to COUNTY was \$7,089,929 in 2012-13, \$7,385,779 in 2013-14, \$7,430,805 in 2014-15, and \$7,430,805 in 2015-2016, and \$7,587,215 in 2016-2017 for services performed under the Agreement; and

WHEREAS, the parties desire to amend the Agreement to extend the term (hereafter First Extended Term) and adjust the compensation payable to COUNTY to \$8,395,829 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 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:
 4. **TERM.** The term of this Agreement shall commence on July 1, 2012 and shall expire June 30, **2018**, unless sooner terminated as provided in this Agreement.
 - b. The following paragraph is amended to include the following additional information:
 6. **COMPENSATION OF COUNTY.** For services rendered by the COUNTY to the CITY between July 1, **2017** and June 30, **2018**, CITY shall pay COUNTY **\$8,395,829 billed in twelve equal monthly payments of \$699,652.42**. Monthly 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 2, 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 the Agreement to Provide Law Enforcement Services with a term July 1, 2012 to June 30, 2017 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, 2017.

ATTEST:

MONA H. MIYASATO
COUNTY EXECUTIVE OFFICER
Clerk of the Board

By: _____
Deputy Clerk


COUNTY OF SANTA BARBARA:

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Sheriff Bill Brown

By: 
Department Head

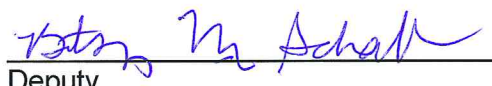
APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Deputy County Counsel


APPROVED AS TO ACCOUNTING FORM:

THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: 
Deputy

APPROVED AS TO FORM:

RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: 
Risk Manager

Second Amendment to the Agreement to Provide Law Enforcement Services with a term July 1, 2012 to June 30, 2017 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, 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