

FIFTH AMENDMENT TO AGREEMENT

between

COUNTY OF SANTA BARBARA

and

CITY OF LOMPOC

for

ANIMAL CONTROL SERVICES

Effective July 1, 2017

THIS IS THE FIFTH AMENDMENT TO THE AGREEMENT (hereafter Fifth 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 of the Agreement; and

WHEREAS, this Fifth Amendment incorporates the terms and conditions set forth in the Agreement, First Amendment, Second Amendment, Third Amendment and Fourth Amendment, except as modified by this Fifth 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 Fifth 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, 2017 through July 31, 2017.
6. **COMPENSATION OF COUNTY.** For services rendered from the COUNTY operated shelter in Lompoc, between July 1, 2017 and July 31, 2017, CITY shall pay COUNTY \$25,127 billed in one monthly payment of \$25,127. The monthly payment to COUNTY shall be made within thirty (30) days after receipt of an invoice. The invoices shall be delivered to the CITY address specified in Section 3, NOTICES of Agreement.
3. **Counterparts.** This Fifth Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

Fifth 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 Fifth Amendment to be effective July 1, 2017.

PASSED, APPROVED AND ADOPTED by the Board of Supervisors of the County of Santa Barbara, State of California, this _____ day of _____ 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

COUNTY OF SANTA BARBARA

By: _____
SUPERVISOR JOAN HARTMANN
CHAIR, BOARD OF SUPERVISORS

ATTEST:
MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO FORM:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

APPROVED:
CARRIE TOPLIFFE
INTERIM DIRECTOR
PUBLIC HEALTH DEPARTMENT

By: _____
Director

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

By: _____
Risk Manager

Fifth 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 Fifth Amendment to be effective July 1, 2017.

CITY OF LOMPOC

By: _____
Patrick Wiemiller, City Manager

Date: _____

Approved as to form:

Joseph W. Pannone, City Attorney

ATTEST:

By: _____
Stacey Haddon, City Clerk