

SIXTH AMENDMENT TO AGREEMENT

between

COUNTY OF SANTA BARBARA

and

CITY OF LOMPOC

for

ANIMAL CONTROL SERVICES

Effective August 1, 2017

THIS IS THE SIXTH AMENDMENT TO THE AGREEMENT (hereafter Sixth 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 Sixth Amendment incorporates the terms and conditions set forth in the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment except as modified by this Sixth 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 Sixth 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 August 1, 2017 through June 30, 2018.
6. **COMPENSATION OF COUNTY.** For services rendered from the COUNTY operated shelter in Lompoc, between August 1, 2017 and June 30, 2018, CITY shall pay COUNTY \$296,857 billed in four quarterly payments, the first being \$53,974 and the remaining three of \$80,961 each. Quarterly payments to COUNTY shall be made within thirty (30) days after receipt of invoice. Invoices shall be delivered to the CITY address specified in Section 3, NOTICES of Agreement.
3. **Counterparts.** This Sixth Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

Sixth 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 Sixth Amendment to be effective August 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

Sixth 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 Sixth Amendment to be effective August 1, 2017.

CITY OF LOMPOC

By: _____
Patrick Wiemiller, City Manager

Date: _____

ATTEST:

By: _____
Stacey Haddon, City Clerk

APPROVED AS TO FORM:

By: _____
Joseph W. Pannone, City Attorney