

**SECOND AMENDMENT TO
AGREEMENT FOR ANIMAL CONTROL FIELD AND
LICENSING SERVICES
BETWEEN THE CITY OF RIVERSIDE
AND THE COUNTY OF RIVERSIDE**

This Second Amendment to the AGREEMENT FOR ANIMAL CONTROL FIELD AND LICENSING SERVICES between COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Department of Animal Services (“COUNTY”) and the CITY OF RIVERSIDE (“CITY”), herein referred to as the “Second Amendment,” dated as of the Effective Date (defined herein), amends the Agreement as follows:

RECITALS

WHEREAS, COUNTY and CITY entered into an Agreement for Animal Control Field and Licensing Services Between the City of Riverside and the County of Riverside for the provision of animal field and licensing services (“Agreement”) for a term commencing July 1, 2018 through December 31, 2020 (“2018 Agreement”);

WHEREAS, the COUNTY’s Board of Supervisors ratified and approved the Agreement on September 10, 2019, in Minute Order 3.11;

WHEREAS, the Agreement authorizes amendments to the Agreement with the approval of the Board of Supervisors of COUNTY and City Council of CITY;

WHEREAS, COUNTY and CITY entered into a First Amendment to Agreement for Animal Control Field and Licensing Services Between the City of Riverside and the County of Riverside effective January 1, 2021, through December 31, 2022.

NOW, THEREFORE, in consideration of the foregoing, COUNTY and CITY agree as follows:

1. Recitals – The recitals set forth above are true and correct and incorporated herein by reference.
2. Effective Date and Term. The “Effective Date” of this Second Amendment shall be January 1, 2023, and shall terminate on December 31, 2023.
3. Wildlife. COUNTY will not impound free-roaming wildlife unless it is a danger to the community, unhealthy, injured, or part of an animal cruelty or animal bite case.
4. Entire Understanding. This Second Amendment, the First Amendment, and the 2018 Agreement contain the entire understanding and agreement of the Parties. There are no oral or written representations, understandings, or ancillary covenants, undertakings or agreements that are not contained or expressly referred to within this Second Amendment, First Amendment, and Agreement.
5. Further Assurances. The Parties agree to execute such other documents and to take such other actions as may be necessary to further the purpose of this Second Amendment.

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6. Compensation. CITY and COUNTY agree to compensation in an amount not to exceed Three Million Six Hundred Thousand Dollars (\$3,600,000.00) for the extended term of the Agreement.

7. Agreement in Full Force and Effect. Except as otherwise expressly modified herein, all other terms and conditions of the Agreement remain unmodified and in full force and effect.

8. Counterparts. This Second Amendment may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE.]

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IN WITNESS WHEREOF, COUNTY and CITY have caused their duly authorized representatives to execute this Second Amendment.

COUNTY OF RIVERSIDE

CITY OF RIVERSIDE

By: _____
Chair, Board of Supervisors

By: _____
Interim City Manager

ATTEST:

ATTEST:

Clerk of the Board

City Clerk

By: _____

By: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

County Counsel

By: _____
Deputy County Counsel

By: *Susan Wilson*
Senior Deputy City Attorney

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: *[Signature]*
Chief Financial Officer/City Treasurer