FIRST AMENDMENT TO AGREEMENT FOR ANIMAL CONTROL FIELD AND LICENSING SERVICES



BETWEEN THE CITY OF RIVERSIDE AND THE COUNTY OF RIVERSIDE

This First 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 "First 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;

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

- 1. <u>Recitals</u> The recitals set forth above are true and correct and incorporated herein by reference.
- 2. <u>Effective Date and Term.</u> The "Effective Date" of this First Amendment shall be January 1, 2021 and shall terminate on December 31, 2022.
- 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. <u>Entire Understanding</u>. 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 First Amendment and Agreement.
- 5. <u>Further Assurances</u>. The Parties agree to execute such other documents and to take such other actions as may be necessary to further the purpose of this First Amendment.
- 6. <u>Agreement in Full Force and Effect</u>. Except as otherwise expressly modified herein, all other terms and conditions of the Agreement remain unmodified and in full force and effect.

7. <u>Counterparts</u>. This First 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]

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

COUNTY OF RIVERSIDE	<u>CITY OF RIVERSIDE</u>
By: Karen Spiegel, Chair Board of Supervisors	By: for fe zaw.
ATTEST:	ATTEST:
Kecia R. Harper Clerk of the Board By:	City Clerk By:
APPROVED AS TO FORM: Gregory P. Priamos County Counsel	APPROVED AS TO FORM:
By: Darren C. Ziegler	By:
Deputy County Counsel	Deputy City Attorney
	CERTIFIED AS TO FUNDS AVAILABILITY: BY: Chief Financial Officer City Treasurer

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COUNTY OF RIVERSIDE	CITY OF RIVERSIDE
By: Karen Spiegel, Chair Board of Supervisors UC 1 9 2021	By:City Manager
ATTEST:	ATTEST:
Kecia R. Harper Clerk of the Board	City Clerk
By: Willand	By:
APPROVED AS TO FORM: Gregory P. Priamos County Counsel	APPROVED AS TO FORM:
By: <u>Darren C. Ziegler</u> Darren C. Ziegler Deputy County Counsel	By: Ruthann M. Salera Deputy City Attorney