

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

608



FROM: Department of Animal Services

SUBMITTAL DATE:
August 12, 2013

SUBJECT: Extend Agreement #09-008 between the City of Desert Hot Springs and the County of Riverside Department of Animal Services for Animal Field Services through September 30, 2013.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify first Amendment #09-008 between the City of Desert Hot Springs and the County of Riverside, extending the Agreement for Animal Field Services through September 30, 2013; and,
2. Authorize the Chairperson to execute four (4) original copies of the first Amendment on behalf of the County of Riverside.

BACKGROUND: On April 14, 2009 item 3.7 the Board of Supervisors approved this #09-008 Agreement for the period of performance of April 14, 2009 through June 30, 2013. The City is reviewing the new proposal for animal field services and has requested an extension through September 30, 2013 to give them time to process the proposal.

RPM:nd

Robert P. Miller
Robert P. Miller, Director, Department of Animal Services

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	13/14

SOURCE OF FUNDS: 100% funded by the City of Desert Hot Springs	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

FINAL PROCEDURES APPROVED
 ERIC STOPHER
 DATE 8/14/13
 Departmental Concurrence

Consent Policy
 Consent Policy

Dep't Recomm.:
 Per Exec. Ofc.:

**AMENDMENT #1
CONTRACT #09-008
FOR ANIMAL FIELD SERVICES
By and Between
THE CITY OF DESERT HOT SPRINGS
AND
COUNTY OF RIVERSIDE**

Amendment #1 to Contract #09-008 for Animal Field Services is made and entered into as of the 2nd day of July, 2013, by and between the County of Riverside, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the City of Desert Hot Springs, a California Charter City and Municipal Corporation of the State of California, hereinafter referred to as "CITY".

RECITALS

WHEREAS, the Parties entered into said Contract #09-008 for Animal Field Services dated April 14, 2009 ("Agreement"), to provide the City with Animal Field Services; and

WHEREAS, the Parties mutually agree to amend the Agreement term of Contract #09-008, and to extend the term of the Agreement an additional three (3) months, beginning July 1, 2013 through September 30, 2013, and to provide the Parties with a mechanism to further extend the Agreement term on a month-to-month basis.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

Section 1. RECITALS

The Recitals set forth above are hereby incorporated into this Amendment by this reference, as though fully set forth herein.

Section 2. SECTION 2 – TERM

The term set forth in Section 2 of the Agreement is hereby extended to September 30, 2013 ("Extended Term"). Either party may further extend the Agreement term on a month-to-month basis provided it gives to the other party at least fifteen (15) calendar days' written notice prior to the Extended Term, or the expiration of any extended term, as may be applicable, of its intention to extend the Agreement term, and provided further that the other party does not object in writing within five (5) business days after receipt of such notice.

Section 3. ATTORNEY'S FEES

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Amendment or as a result of any alleged breach of any provision of this Amendment, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, and any judgment or decree rendered in such a proceeding shall include an award thereof.

Section 4. COUNTERPARTS

This Amendment may be executed in several counterparts, each of which shall be deemed to be an original and shall constitute one and the same instrument and shall become binding upon the Parties when at least a copy hereof shall have been signed by the Parties hereto.

Section 5. CONFLICTS

In the event there exists any conflicts between the terms of this Amendment and the Agreement, the terms of this Amendment shall be superseding.

Section 6. REMAINING PROVISIONS

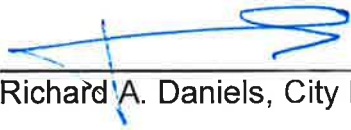
All other remaining terms and conditions of the Agreement shall remain unchanged.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the date first written above.

CITY OF DESERT HOT SPRINGS

COUNTY OF RIVERSIDE


Richard A. Daniels, City Manager

John J. Benoit, Chairman,
Board of Supervisors

ATTEST:

ATTEST:


Jerryl Soriano, Deputy City Clerk

Kecia Harper-Ihem, Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:


Steven B. Quintanilla, City Attorney



Deputy County Counsel