

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



**ITEM: 3.6  
(ID # 17249)**

**MEETING DATE:**  
Tuesday, October 19, 2021

**FROM :** ANIMAL SERVICES:

**SUBJECT:** ANIMAL SERVICES: Ratify and Approve First Amendment to the Agreement for Animal Services Between City of Riverside and County of Riverside; Districts 1 and 2. [Contract Revenue 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and approve the attached First Amendment to the Agreement for Animal Services between the City of Riverside and the County of Riverside (First Amendment) with a term beginning January 1, 2021 and expiring December 31, 2022;
2. Authorize the Chair of the Board of Supervisors to execute the attached First Amendment on behalf of the County; and
3. Authorize the Director of Animal Services, or designee, to implement the First Amendment including, but not limited to, signing all subsequent and necessary documents.

**ACTION:Policy**

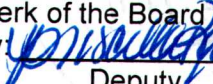
  
Julie Bank, Director of Animal Services 9/27/2021

---

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: October 19, 2021  
xc: Animal Services

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Contract Revenue 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 20/21-22/23	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The City of Riverside (City) desires to continue contracting with the County of Riverside (County), by and through its Department of Animal Services (DAS), to provide field and licensing services to safeguard the health and safety of the City's domestic animals for the purpose of promoting the humane treatment of animals. The original Agreement for Animal Field and Licensing Services was approved by the Board of Supervisors in Minute Order 3.11 (ID# 10657) on Sept. 10, 2019.



The proposed First Amendment will extend the provisions of the original agreement for an additional two years, beginning on and backdating to Jan. 1, 2021, and continuing through Dec. 31, 2022. The proposed First Amendment also makes a minor change to the County's wildlife pick-up responsibilities, limiting the County's responsibility to pick up wildlife to situations where a wild animal poses a danger to the community, is injured or unhealthy, or is part of an animal cruelty or animal bite case.

**Impact on Residents and Businesses**

This Amendment will safeguard the health and safety of City's residents and domestic animal while promoting the humane treatment of animals.

**ATTACHMENTS:**

First Amendment to Agreement for Animal Services, City of Riverside


 Jason Farin, Principal Management Analyst    10/13/2021   
 
 Gregory V. Priarios, Director County Counsel    10/7/2021

**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. 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 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. Entire Understanding. 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. 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 First Amendment.
6. 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.

**WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK’S COPY**  
to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

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

---

7. Counterparts. 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]

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

---

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

**COUNTY OF RIVERSIDE**

**CITY OF RIVERSIDE**

By: Karen S. Spiegel  
Karen Spiegel, Chair  
Board of Supervisors  
OCT 19 2021

By: \_\_\_\_\_  
City Manager

ATTEST:

ATTEST:

Kecia R. Harper  
Clerk of the Board

City Clerk

By: Gregory P. Priamos

By: \_\_\_\_\_

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

APPROVED AS TO FORM:

By: Darren C. Ziegler  
Darren C. Ziegler  
Deputy County Counsel

By: \_\_\_\_\_  
Ruthann M. Salera  
Deputy City Attorney

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

---

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

**COUNTY OF RIVERSIDE**

By: \_\_\_\_\_  
Karen Spiegel, Chair  
Board of Supervisors

ATTEST:

Kecia R. Harper  
Clerk of the Board

By: \_\_\_\_\_

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By: \_\_\_\_\_  
Darren C. Ziegler  
Deputy County Counsel

**CITY OF RIVERSIDE**

By: \_\_\_\_\_  
*[Signature]*  
for KEEVIN  
City Manager

ATTEST:

City Clerk

By: \_\_\_\_\_  
*[Signature]*

APPROVED AS TO FORM:

By: \_\_\_\_\_  
*[Signature]*  
Ruthann M. Salera  
Deputy City Attorney

CERTIFIED AS TO FUNDS AVAILABILITY:

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