

**ADDENDUM TO AGREEMENT
BY AND BETWEEN
COUNTY OF RIVERSIDE
AND
CITY OF DESERT HOT SPRINGS**

THIS ADDENDUM is made and entered into this _____ day of December, 2014, by the County of Riverside, a political subdivision of the State of California, through its Department of Animal Services (“County”) and the City of Desert Hot Springs (“City”), collectively referred to as the “Parties.”

RECITALS

WHEREAS, the City entered into an Agreement (“contract”) with Riverside County through its Department of Animal Control Services (“County”) to provide various animal field and licensing services to the City with a performance period from July 1, 2013 through June 30, 2015; and

WHEREAS, at a joint meeting of the Desert Hot Springs City Council and Desert Hot Springs Public Safety Commission held on November 13, 2014, the County agreed to a 60 day Amnesty Program, during which the County would not issue fines to owners of dogs in the City of Desert Hot Springs that are un-licensed, un-vaccinated for rabies, un-micro chipped and/or un-spayed/un-neutered and will allow dog owners to license their dogs without being subject to not only fines, but also past due fees or penalties for late payments; and

WHEREAS, the goal of the Amnesty Program is to get as many dogs licensed during the Amnesty Program as possible before the County proceeds again with its “door-knocking” canvassing program in the City of Desert Hot Springs.

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 to this addendum as follows:

ADDENDUM

Section 1. RECITALS

That the Recitals set forth above are hereby incorporated into this Addendum by this reference, as though fully set forth herein.

Section 2. AMNESTY PROGRAM

That commencing _____ 20____, through _____ ____, 2015:

(a) The County shall conduct a “friendly” outreach program to inform dog owners in the City of the importance of licensing, vaccinating, micro-chipping and spaying and neutering their dogs.

(b) The County shall promote the benefits of the Amnesty Program in both English and Spanish to the City’s residents via media releases and direct mailers.

(c) The County shall continue to provide the other services set forth in the contract such as, but not limited to: (a) responding to calls for field service assistance; (b) impounding at-large (stray/abandoned) animals; (c) providing care and treatment to stray and abandoned animals; (d) investigating reported animal bites; (e) quarantining all suspected any rabid animal that has bitten a person; (f) responding to stray and barking animal complaints; and (g) picking up dead animals.

Section 4. COUNTERPARTS

That 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

That in the event there exists any conflicts between the terms of this Addendum and the Agreement, the terms of this Addendum shall be superseding.

Section 6. REMAINING PROVISIONS

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

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

CITY OF DESERT HOT SPRINGS

COUNTY OF RIVERSIDE

Martín Magaña, City Manager

ATTEST:

ATTEST:

Jerryl Soriano, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Steven B. Quintanilla, City Attorney
