

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

586



SUBMITTAL DATE:
April 12, 2010

FROM: Executive Office

SUBJECT: Agreements between the County of Riverside and the City of Riverside to amend animal field and shelter service agreements, and amend the animal shelter sublease agreement (Wilderness)

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify amendments to the agreements for Animal Field Services and Shelter Services between the City of Riverside and the County of Riverside for the performance period from July 1, 2007 through June 30, 2012, with the services for Fiscal Year 2008/2009 budgeted in the amount of \$3,346,858;
- 2) Approve the amendment to the Wilderness sublease agreement; and
- 3) Authorize the Chairperson to execute the agreements on behalf of the County of Riverside.

BACKGROUND:

The Riverside County Department of Animal Services (DAS) has provided animal field services and shelter services to the City of Riverside (City) since 1995. The City and the County of Riverside (County) are also parties to a twenty year sublease agreement, expiring in 2015, for the Riverside City/County Animal Shelter, located at 5950 Wilderness Avenue, Riverside.

Continued on page 2

Debra Cournoyer
Debra Cournoyer, Principal Management Analyst

FINANCIAL DATA	Current F.Y. Total Cost:	\$3,346,858	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: City of Riverside Revenue, Department Budget	Positions To Be Deleted Per A-30	<input checked="" type="checkbox"/>
	Requires 4/5 Vote	

C.E.O. RECOMMENDATION:

APPROVE

BY: *Gary M. Christmas*
Gary M. Christmas

County Executive Office Signature

Dept't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.:

District: 2

Agenda Number:

3.78

FORM APPROVED COUNTY COUNSEL
BY: *JINXY HARA* DATE: 4/15/10

FORM APPROVED DAS DIRECTOR
BY: *Robert P. Miller* DATE: *4/12/10*
Department of Animal Services

Subject: Agreements between the County of Riverside and the City of Riverside to amend animal field and shelter service agreements, and amend the animal shelter sublease agreement (Wilderness)

BACKGROUND (continued):

In 2006, the DAS began the process of designing a new facility to replace the current animal shelter. The DAS included the City in the process in recognition of the City's financial commitment to the project. The Western Riverside County and City Animal Shelter will begin providing services to residents in April of 2010, with the grand opening for the new facility expected to take place on May 8th, 2010. It is anticipated that the agreements will be presented to the Riverside City Council this month.

The DAS currently provides services to the City under field and shelter services contracts for the service period of July 1, 2007 through June 30, 2012. The DAS and the County Executive Office have negotiated with the City to amend these contracts with the intent of establishing an acceptable rate for services and acceptable service levels given the current economic climate. The attached amendments allow for this by suspending most performance requirements during fiscal year 2009/2010 and providing for the automatic incorporation of compensation for services on a fiscal year basis for the remainder of the contract period, while maintaining the ability to increase or decrease service levels as necessary to meet compensation levels. Additionally, these amendments memorialize compensation paid to the County by the City during fiscal year 2008/2009.

In addition, the amendment to the shelter services agreement provides for annual rent to cover the city's proportionate share of the facility cost including maintenance and custodial services. The city will be billed for their share of the monthly utility expenses, up to \$100,000 annually. The term of the agreement is for 25 years and provides for an initial annual rent of \$325,000. The amount will gradually increase to \$350,000 in year three. Beginning in year four, the annual amount will be adjusted based on CPI, not to exceed three percent.

In addition to the amendments to the field and shelter agreements being presented today, is an amendment to the Wilderness agreement. This amendment acknowledges that the facility will no longer be needed for an animal shelter and the parties desire to engage in good faith negotiations and explore the option to dispose of the facility.

FINANCIAL:

The \$3,346,858 for FY 08/09 includes the following:

Field Services	\$ 1,371,889
Shelter Services	\$ 1,928,111
Rent	\$ 46,858

The service contract amendments provide for full recovery of field services and a proportionate share of the cost of providing shelter services. Considering the current staffing and expenditure levels, the sheltering rate is discounted based on a share of cost related to actual animals impounded. However, the department has taken significant measures to reduce the cost of sheltering while maintaining a humane level of care, including such activities as reduction or deletion of special programs, increasing volunteer capacity, and obtaining donations for food.

FIRST AMENDMENT TO CONTRACT
FOR ANIMAL CONTROL FIELD SERVICES

COUNTY OF RIVERSIDE

THIS FIRST AMENDMENT TO CONTRACT FOR ANIMAL CONTROL FIELD SERVICES ("First Amendment"), is made and entered into this _____ day of _____, 2010, by and between the CITY OF RIVERSIDE, a charter city and municipal corporation, hereinafter referred to as "City," and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as "County," with respect to the following facts:

RECITALS:

WHEREAS, on July 1, 2007, City and County entered into that certain Agreement for Animal Control Field Services ("Agreement"), wherein County agreed to provide animal control field services during the period of July 1, 2007 through June 30, 2012.; and

WHEREAS, City and County desire to amend the Agreement to 1) memorialize compensation paid to the County for services rendered during fiscal year 2008/2009 2) suspend performance requirements during fiscal year 2009/2010, 3) provide for the automatic incorporation of County's compensation for services on a fiscal year basis, as approved by the Riverside City Council through the adoption of the annual City budget, and 4) allow for adoption of a commensurate increase or decrease in services, if necessary.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, City and County agree as follows:

1. The fourth paragraph of Section 8, "Compensation" of the Agreement is hereby amended to read as follows:

" For fiscal year 2007-08, and each fiscal year thereafter, County shall provide to City as soon as possible, but not later than March 15th, a fiscal projection of revenues, expenditures and appropriations for the upcoming fiscal year."

2. Section 8, "Compensation" of the Agreement is hereby revised to include the following payment provision:

"For services rendered during the period of July 1, 2008 through June 30, 2009, City shall pay County an amount not to exceed \$1,371,889.00."

3. The Agreement is hereby amended to include the attached Exhibit "A-1," Animal Control Field Services Contract Budget effective for July 1, 2009 through June 30, 2010, and July 1, 2010 through June 20, 2011, which Exhibit is incorporated herein by this reference.

4. The Agreement is hereby amended to delete the Performance Matrix titled "Performance Requirements and Incentive/Remedy Structure" set forth in Exhibit "B" to the Agreement and to add Exhibit "B-1" "Requirements for Field Service Officers" which is attached hereto and incorporated herein by reference. City reserves the right to negotiate additional performance requirements for the Agreement.

5. The Agreement is hereby amended to provide for the automatic incorporation of County's compensation for services on a fiscal year basis, as approved by the Riverside City Council through the adoption of the annual City budget. County's failure to notify City of possible budgetary overages in advance of any expenditure and to obtain City's written consent to such overages shall be at County's sole cost.

6. The Agreement is hereby amended to allow for the adoption of a commensurate increase or decrease in services, if necessary, upon the incorporation of county's compensation for services at the end of the fiscal year.

7. All terms and conditions of the Agreement not inconsistent with this First Amendment, shall remain in full force and effect and are incorporated herein by this reference as if set forth in full.

[Signatures on following page]

IN WITNESS WHEREOF, City and County have caused this First Amendment to Agreement for Animal Control Field Services to be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a California charter and municipal corporation

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____

By: _____

City Manager

Printed Name and Title

Attest: _____

Attest: _____

City Clerk

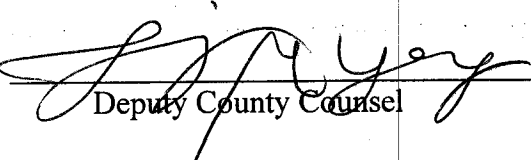
Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

Supv. Deputy City Attorney

By:  _____

Deputy County Counsel

EXHIBIT A-1

**Animal Control Field Services Contract Budget
July 1, 2009 through June 30, 2010 and
July 1, 2010 through June 30, 2011**

Total Animal Control Field Services Budget 2009/2010 Fiscal Year:

\$1,371,889.00, payable in monthly installments of \$114,324.00.

Total Animal Control Field Services Budget 2010/2011 Fiscal Year:

1. \$1,092,318, payable in monthly installments of \$91,026.50, for regular service.
2. Up to \$149,968 (for the fiscal year) for overtime services.
3. \$142,345 for two (2) Field Service License Inspectors payable in monthly installments of \$11,862.08.

EXHIBIT B-1
Requirements for Field Service Officers

1. All Field Service Officers, including License Inspectors, assigned to the City of Riverside must solely perform their work within the City of Riverside City limits.
2. The daily call logs for the City assigned Field Service Officers, including License Inspectors, must be provided to the City on a monthly basis.
3. Daily call logs must include the location, by address if possible, for the services rendered.
4. City reserves the right to install, at City expense, AVL's (automated vehicle locator) in City assigned vehicles.

FIRST AMENDMENT TO CONTRACT
FOR ANIMAL SHELTER SERVICES

COUNTY OF RIVERSIDE

THIS FIRST AMENDMENT TO CONTRACT FOR ANIMAL SHELTER SERVICES (“First Amendment”), is made and entered into this _____ day of _____, 2010, by and between the CITY OF RIVERSIDE, a charter city and municipal corporation, hereinafter referred to as “City,” and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as “County,” with respect to the following facts:

RECITALS:

WHEREAS, on July 1, 2007, City and County entered into that certain Agreement for Animal Shelter Services (“Agreement”), wherein County agreed to provide animal shelter services during the period of July 1, 2007 through June 30, 2012; and

WHEREAS, City and County desire to amend the Agreement to 1) revise the Scope of Services to include animal licensing services effective July 1, 2009; 2) memorialize compensation paid to the County for services rendered during fiscal year 2008/2009; 3) add a user fee for the new animal shelter; 4) reduce performance requirements for fiscal year 2009/2010; 5) replace the reporting requirements in Exhibit C; 6) provide for the automatic incorporation of County’s compensation for services on a fiscal year basis, as approved by the Riverside City Council through the adoption of the annual City budget; 7) allow for adoption of a commensurate increase or decrease in services, if necessary; and 8) extend the term of the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, City and County agree as follows:

1. Section 6, “Term” of the Agreement is hereby amended in its entirety as follows:

“The initial term of this contract shall be from July 1, 2007, and terminating on June 30, 2035. The City may terminate this contract upon 45 days written notice to the County. Upon receipt of said notice of intent to terminate the contract, the County shall continue to provide Animal Shelter Services to the City for up to eighteen (18) months for the contract fee until the City is able to find a suitable replacement, provided the replacement services are in place within 18 months of the termination

date, at which time the County may cease providing such services to the City unless otherwise agreed to. The County may terminate this contract with the same 45 day written notification. County will continue to provide the Animal Shelter Services for the contracted fee for up to eighteen (18) months for the contract fee until the City is able to find a suitable replacement, provided the replacement services are in place within 18 months of the termination date, at which time the County may cease providing such services to the City unless otherwise agreed to.”

2. Section 15, “Compensation” of the Agreement is hereby amended to include the following payment provisions:

“For services rendered during the period of July 1, 2008 through June 30, 2009, City shall pay County an amount not to exceed \$1,983,836, excluding therefrom the amount of \$55,725 for performance deficiencies, in accordance with the Performance Requirements and Incentive/Remedy Structure, for a total revised amount of \$1,928,111.

“Upon the operation of the new animal shelter facility located at 6851 Van Buren Boulevard, Riverside, California (“Facility”), but not before July 1, 2010, the City shall pay to County a per year use fee for the services that are to be provided at the Facility pursuant to this contract, which includes all custodial and maintenance associated with the Facility. A separate amount shall be charged and budgeted for City’s share of the utilities. The user fee and utility breakdown is attached hereto on Exhibit “A-1” and incorporated herein by reference.”

3. The Agreement is hereby amended to include the attached Exhibit “A-1,” Shelter Services Contract Budget, which is incorporated herein by this reference.

4. The Agreement is hereby amended to include the revised Performance Requirements and Incentive/Remedy Structure attached hereto as Exhibit “B-1”, which is incorporated herein by this reference, effective through the remainder of the 2009/2010 fiscal year, and each fiscal year thereafter. City reserves the right to negotiate revised performance

requirements for fiscal year 2010/2011 and each subsequent fiscal year of the Agreement thereafter.

5. The Agreement is hereby amended to replace Exhibit "C" – Reporting Requirements with Exhibit "C-1", which is incorporated herein by this reference.

6. The Agreement is hereby amended to include a new Exhibit "D" – "Animal Licensing Services," effective July 1, 2009, which is incorporated herein by this reference.

7. The Agreement is hereby amended to provide for the automatic incorporation of County's compensation for services on a fiscal year basis, as approved by the Riverside City Council through the adoption of the annual City budget. County's failure to notify City of possible budgetary overages in advance of any expenditure and to obtain City's written consent to such overages shall be at County's sole cost.

8. The Agreement is hereby amended to allow for the adoption of a commensurate increase or decrease in services, if necessary, upon the incorporation of county's compensation for services at the end of the fiscal year.

9. All terms and conditions of the Agreement not inconsistent with this First Amendment, shall remain in full force and effect and are incorporated herein by this reference as if set forth in full.

Signatures on following page

IN WITNESS WHEREOF, City and County have caused this First Amendment to Agreement for Animal Shelter Services to be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a California charter and municipal corporation

By: _____
City Manager

Attest: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Supv. Deputy City Attorney

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____

Name

Title

Attest: _____
Clerk of the Board

APPROVED AS TO FORM:

By: 
Deputy County Counsel

EXHIBIT A-1

Shelter Services Contract Budget

1. For Shelter Services, including Kennel Services, Veterinary Services and community outreach and education services

2009/2010 Fiscal Year: \$1,928,111.00, payable in monthly installments of \$160,676.00.
2010/2011 Fiscal Year: \$1,757,402.00, payable in monthly installments of \$146,450.16.

2. User Fee to be paid bi-annually, by the 1st, on the months of July and December to begin on July 1, 2010 (the "Anniversary Date"):

<u>Year</u>	<u>July 1st</u>	<u>December 1st</u>
Year 1:	\$162,500.00	\$162,500.00
Year 2:	\$168,500.00	\$168,500.00
Year 3:	\$175,000.00	\$175,000.00
Year 4:	\$175,000.00	\$175,000.00 + CPI increase as per the below language
Years 5-25: CPI adjustments annually applied to the prior year's User Fee		

The User Fee for years five (5) through (25) as per the above User Fee schedule shall be calculated annually based upon the percentage change in the Consumer Price Index as referenced below, and the fee shall be paid bi-annually, with fifty (50%) due on July 1st of each year and fifty (50%) due on December 1st of each year. In no event shall the User Fee calculated be less than the annual User Fee paid for the prior year of the Agreement.

Notwithstanding the provisions of Section 2, Exhibit A-1, herein, the annual User Fee shall be adjusted on the Anniversary Date by an amount equal to the percentage differential between the then current Consumer Price Index (Los Angeles-Anaheim-Riverside, All Urban Consumers, All Items published monthly by the U.S. Department of Labor) for the month in which such anniversary occurs and the Consumer Price Index for the same month in the preceding year; provided, however, that the annual adjustment herein shall not exceed three percent (3%) of the previous year. If the Consumer Price Index is discontinued or revised during the term hereof such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued.

3. Utilities: City shall pay their pro-rata share (30.5%) of all utility expenses, including electricity, water/sewer and natural gas, if any. Utility bills shall likewise be paid bi-annually, by the 1st, on the months of July and December. The utility bill shall not exceed \$100,000.00 for years 1 through 3 and thereafter the parties shall renegotiate the fee.

EXHIBIT B-1

Performance Requirements and Incentive/Remedy Structure

Attached.

COUNTY OF RIVERSIDE
Department of Animal Services
City of Riverside - Shelter Services
Performance Requirements and Incentive/Remedy Structure

Work Breakdown Structure	Performance Task/Objectives	Performance Metric			Acceptable Quality Levels (AQL)	Assessment Method	Incentive/Remedy Structure
		<u>Requirement:</u>	<u>Measurement:</u>	<u>Quality metric:</u>			
DAS Euthanasia	No adoptable animals will be euthanized	DAS to strive to maintain a rate of zero adoptable animals euthanized in accordance with the department euthanasia policy	# of adoptable animals euthanized	0%	100%	Chameleon report.	DAS to create an action plan, approved by the City, if goal is not met.
		<u>Requirement:</u>					
DAS Customer Service	The County will maintain acceptable levels of customer service.	improve customer service @ shelter.			80% of average or above.	Customer Service Survey	DAS to create an action plan, approved by the City, if goal is not met.
		<u>Measurement:</u>	Customer survey responses reporting outstanding/good/average customer service				
		<u>Quality metric:</u>	% of customers who report outstanding/good/average customer service				
DAS Shelter Operation	Maintain industry standards for animal health and welfare.	Maintain industry standards for animal health and welfare.			Meets expectations or better at a minimum of 2 of 3 visits.	Shelter Operation Checklist	A review committee consisting of a representative from an auditing agency, agreed to by both parties, will audit the shelter operations based on the categories that did not meet expectations.
		<u>Requirement:</u>	Random visits by city-identified committee members to complete a shelter operation checklist.				
		<u>Quality metric:</u>	Meets expectations or better				

EXHIBIT C-1

Reporting Requirements

County shall provide any and all reports required in Exhibit B-1 on or before August 1 of each year. Said reports shall be for the mandated Performance Requirements listed on Exhibit B-1 and shall be for the previous fiscal year.

EXHIBIT D

Animal Licensing Services

Attached

EXHIBIT D
ANIMAL LICENSING SERVICES

Department of Animal Services (DAS) shall provide the following:

1. **Animal Licensing Services**
 - a. Manage all aspects of the licensing process using the Chameleon database.
 - i. Manage veterinarian rabies reporting program
 - ii. Utilize administrative citation process for non-compliant residents.
 - b. Implement a web-based licensing system with secure credit card payment option.
 - c. Require proof of ownership and vaccination history process for issuing dog licenses.
 - d. Provide all necessary supplies, including all necessary forms.
 - e. Develop a process for delivery of new and replacement license tags.
 - f. Deposit licensing revenues into a City approved account.
 - g. Develop a contingency plan for handling enhanced or expanded services related to dog licensing.
 - h. Maintain privacy of data according to applicable laws.
 - i. City will approve all materials developed by DAS prior to disbursement.
 - j. Coordinate with City staff to provide support for City Hall license sales.
2. **Frequency and Service Delivery**
 - a. Develop a systematic plan to provide regular licensing services to City of Riverside residents at a minimum of five (5) days per week, excluding Federal holidays.
 - b. Develop a schedule for mailing billings and renewals to customers. Track and record customer response to billings and renewals.
3. **Geographic Area to be Served**
 - a. Provide dog licensing services to residents of the City of Riverside. This agreement extends to any territory annexed to the City during the term of this agreement.
4. **Reports**
 - a. Develop a process for tracking licensing data and generating statistical reports. Reporting shall include, but not be limited to, specific data such as the name of the licensee, date of issuance, date of expiration/renewal, description of the dog and the serial number of the license issues; list of non-compliant veterinarians, general data such as the total number of licenses issued year to date, licenses due for renewal, and other criteria that may be required by law or otherwise requested by City.
 - b. DAS shall develop a process for tracking revenue data and generating periodic financial reports. This shall include, but is not limited to, data

pertaining fees collected for Spayed/Neutered dogs vs. Unaltered dogs,
late fees, discounts for Seniors/Disabled/Multi-year.

- c. All reports shall be provided on a monthly basis unless otherwise approved by City.

FIRST AMENDMENT TO CONTRACT
FOR ANIMAL SHELTER SERVICES

COUNTY OF RIVERSIDE

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RECITALS:

WHEREAS, on July 1, 2007, City and County entered into that certain Agreement for Animal Shelter Services ("Agreement"), wherein County agreed to provide animal shelter services during the period of July 1, 2007 through June 30, 2012; and

WHEREAS, City and County desire to amend the Agreement to 1) revise the Scope of Services to include animal licensing services effective July 1, 2009; 2) memorialize compensation paid to the County for services rendered during fiscal year 2008/2009; 3) add a user fee for the new animal shelter; 4) reduce performance requirements for fiscal year 2009/2010; 5) replace the reporting requirements in Exhibit C; 6) provide for the automatic incorporation of County's compensation for services on a fiscal year basis, as approved by the Riverside City Council through the adoption of the annual City budget; 7) allow for adoption of a commensurate increase or decrease in services, if necessary; and 8) extend the term of the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, City and County agree as follows:

1. Section 6, "Term" of the Agreement is hereby amended in its entirety as follows:

"The initial term of this contract shall be from July 1, 2007, and terminating on June 30, 2035. The City may terminate this contract upon 45 days written notice to the County. Upon receipt of said notice of intent to terminate the contract, the County shall continue to provide Animal Shelter Services to the City for up to eighteen (18) months for the contract fee until the City is able to find a suitable replacement, provided the replacement services are in place within 18 months of the termination

date, at which time the County may cease providing such services to the City unless otherwise agreed to. The County may terminate this contract with the same 45 day written notification. County will continue to provide the Animal Shelter Services for the contracted fee for up to eighteen (18) months for the contract fee until the City is able to find a suitable replacement, provided the replacement services are in place within 18 months of the termination date, at which time the County may cease providing such services to the City unless otherwise agreed to.”

2. Section 15, “Compensation” of the Agreement is hereby amended to include the following payment provisions:

“For services rendered during the period of July 1, 2008 through June 30, 2009, City shall pay County an amount not to exceed \$1,983,836, excluding therefrom the amount of \$55,725 for performance deficiencies, in accordance with the Performance Requirements and Incentive/Remedy Structure, for a total revised amount of \$1,928,111.

“Upon the operation of the new animal shelter facility located at 6851 Van Buren Boulevard, Riverside, California (“Facility”), but not before July 1, 2010, the City shall pay to County a per year use fee for the services that are to be provided at the Facility pursuant to this contract, which includes all custodial and maintenance associated with the Facility. A separate amount shall be charged and budgeted for City’s share of the utilities. The user fee and utility breakdown is attached hereto on Exhibit “A-1” and incorporated herein by reference.”

3. The Agreement is hereby amended to include the attached Exhibit “A-1,” Shelter Services Contract Budget, which is incorporated herein by this reference.

4. The Agreement is hereby amended to include the revised Performance Requirements and Incentive/Remedy Structure attached hereto as Exhibit “B-1”, which is incorporated herein by this reference, effective through the remainder of the 2009/2010 fiscal year, and each fiscal year thereafter. City reserves the right to negotiate revised performance

requirements for fiscal year 2010/2011 and each subsequent fiscal year of the Agreement thereafter.

5. The Agreement is hereby amended to replace Exhibit "C" – Reporting Requirements with Exhibit "C-1", which is incorporated herein by this reference.

6. The Agreement is hereby amended to include a new Exhibit "D" – "Animal Licensing Services," effective July 1, 2009, which is incorporated herein by this reference.

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9. All terms and conditions of the Agreement not inconsistent with this First Amendment, shall remain in full force and effect and are incorporated herein by this reference as if set forth in full.

Signatures on following page

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CITY OF RIVERSIDE, a California charter and municipal corporation

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
City Manager

By: _____

Attest: _____
City Clerk

Name

Title

APPROVED AS TO FORM:

By: _____
Supv. Deputy City Attorney

Attest: _____
Clerk of the Board

APPROVED AS TO FORM:

By: 
Deputy County Counsel

EXHIBIT A-1

Shelter Services Contract Budget

1. For Shelter Services, including Kennel Services, Veterinary Services and community outreach and education services

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2. User Fee to be paid bi-annually, by the 1st, on the months of July and December to begin on July 1, 2010 (the "Anniversary Date"):

<u>Year</u>	<u>July 1st</u>	<u>December 1st</u>
Year 1:	\$162,500.00	\$162,500.00
Year 2:	\$168,500.00	\$168,500.00
Year 3:	\$175,000.00	\$175,000.00
Year 4:	\$175,000.00	\$175,000.00 + CPI increase as per the below language
Years 5-25: CPI adjustments annually applied to the prior year's User Fee		

The User Fee for years five (5) through (25) as per the above User Fee schedule shall be calculated annually based upon the percentage change in the Consumer Price Index as referenced below, and the fee shall be paid bi-annually, with fifty (50%) due on July 1st of each year and fifty (50%) due on December 1st of each year. In no event shall the User Fee calculated be less than the annual User Fee paid for the prior year of the Agreement.

Notwithstanding the provisions of Section 2, Exhibit A-1, herein, the annual User Fee shall be adjusted on the Anniversary Date by an amount equal to the percentage differential between the then current Consumer Price Index (Los Angeles-Anaheim-Riverside, All Urban Consumers, All Items published monthly by the U.S. Department of Labor) for the month in which such anniversary occurs and the Consumer Price Index for the same month in the preceding year; provided, however, that the annual adjustment herein shall not exceed three percent (3%) of the previous year. If the Consumer Price Index is discontinued or revised during the term hereof such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued.

3. Utilities: City shall pay their pro-rata share (30.5%) of all utility expenses, including electricity, water/sewer and natural gas, if any. Utility bills shall likewise be paid bi-annually, by the 1st, on the months of July and December. The utility bill shall not exceed \$100,000.00 for years 1 through 3 and thereafter the parties shall renegotiate the fee.

EXHIBIT B-1

Performance Requirements and Incentive/Remedy Structure

Attached.

COUNTY OF RIVERSIDE
Department of Animal Services
City of Riverside - Shelter Services
Performance Requirements and Incentive/Remedy Structure

Work Breakdown Structure	Performance Task/Objectives	Performance Metric			Acceptable Quality Levels (AQL)	Assessment Method	Incentive/Remedy Structure
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DAS Euthanasia	No adoptable animals will be euthanized	<u>Requirement:</u>	DAS to strive to maintain a rate of zero adoptable animals euthanized in accordance with the department euthanasia policy		100%	Chameleon report.	DAS to create an action plan, approved by the City, if goal is not met.
		<u>Measurement:</u>	# of adoptable animals euthanized				
		<u>Quality metric:</u>	0%				
DAS Customer Service	The County will maintain acceptable levels of customer service.	<u>Requirement:</u>	improve customer service @ shelter.		80% of average or above.	Customer Service Survey	DAS to create an action plan, approved by the City, if goal is not met.
		<u>Measurement:</u>	Customer survey responses reporting outstanding/good/average customer service				
		<u>Quality metric:</u>	% of customers who report outstanding/good/average customer service				
DAS Shelter Operation	Maintain industry standards for animal health and welfare.	<u>Requirement:</u>	Maintain industry standards for animal health and welfare.		Meets expectations or better at a minimum of 2 of 3 visits.	Shelter Operation Checklist	A review committee consisting of a representative from an auditing agency, agreed to by both parties, will audit the shelter operations based on the categories that did not meet expectations.
		<u>Measurement:</u>	Random visits by city-identified committee members to complete a shelter operation checklist.				
		<u>Quality metric:</u>	Meets expectations or better				

EXHIBIT C-1

Reporting Requirements

County shall provide any and all reports required in Exhibit B-1 on or before August 1 of each year. Said reports shall be for the mandated Performance Requirements listed on Exhibit B-1 and shall be for the previous fiscal year.

EXHIBIT D

Animal Licensing Services

Attached

EXHIBIT D
ANIMAL LICENSING SERVICES

Department of Animal Services (DAS) shall provide the following:

1. Animal Licensing Services
 - a. Manage all aspects of the licensing process using the Chameleon database.
 - i. Manage veterinarian rabies reporting program
 - ii. Utilize administrative citation process for non-compliant residents.
 - b. Implement a web-based licensing system with secure credit card payment option.
 - c. Require proof of ownership and vaccination history process for issuing dog licenses.
 - d. Provide all necessary supplies, including all necessary forms.
 - e. Develop a process for delivery of new and replacement license tags.
 - f. Deposit licensing revenues into a City approved account.
 - g. Develop a contingency plan for handling enhanced or expanded services related to dog licensing.
 - h. Maintain privacy of data according to applicable laws.
 - i. City will approve all materials developed by DAS prior to disbursement.
 - j. Coordinate with City staff to provide support for City Hall license sales.
2. Frequency and Service Delivery
 - a. Develop a systematic plan to provide regular licensing services to City of Riverside residents at a minimum of five (5) days per week, excluding Federal holidays.
 - b. Develop a schedule for mailing billings and renewals to customers. Track and record customer response to billings and renewals.
3. Geographic Area to be Served
 - a. Provide dog licensing services to residents of the City of Riverside. This agreement extends to any territory annexed to the City during the term of this agreement.
4. Reports
 - a. Develop a process for tracking licensing data and generating statistical reports. Reporting shall include, but not be limited to, specific data such as the name of the licensee, date of issuance, date of expiration/renewal, description of the dog and the serial number of the license issues; list of non-compliant veterinarians, general data such as the total number of licenses issued year to date, licenses due for renewal, and other criteria that may be required by law or otherwise requested by City.
 - b. DAS shall develop a process for tracking revenue data and generating periodic financial reports. This shall include, but is not limited to, data

pertaining fees collected for Spayed/Neutered dogs vs. Unaltered dogs,
late fees, discounts for Seniors/Disabled/Multi-year.

- c. All reports shall be provided on a monthly basis unless otherwise approved by City.

FIRST AMENDMENT TO CONTRACT
FOR ANIMAL SHELTER SERVICES

COUNTY OF RIVERSIDE

THIS FIRST AMENDMENT TO CONTRACT FOR ANIMAL SHELTER SERVICES ("First Amendment"), is made and entered into this _____ day of _____, 2010, by and between the CITY OF RIVERSIDE, a charter city and municipal corporation, hereinafter referred to as "City," and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as "County," with respect to the following facts:

RECITALS:

WHEREAS, on July 1, 2007, City and County entered into that certain Agreement for Animal Shelter Services ("Agreement"), wherein County agreed to provide animal shelter services during the period of July 1, 2007 through June 30, 2012; and

WHEREAS, City and County desire to amend the Agreement to 1) revise the Scope of Services to include animal licensing services effective July 1, 2009; 2) memorialize compensation paid to the County for services rendered during fiscal year 2008/2009; 3) add a user fee for the new animal shelter; 4) reduce performance requirements for fiscal year 2009/2010; 5) replace the reporting requirements in Exhibit C; 6) provide for the automatic incorporation of County's compensation for services on a fiscal year basis, as approved by the Riverside City Council through the adoption of the annual City budget; 7) allow for adoption of a commensurate increase or decrease in services, if necessary; and 8) extend the term of the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, City and County agree as follows:

1. Section 6, "Term" of the Agreement is hereby amended in its entirety as follows:

"The initial term of this contract shall be from July 1, 2007, and terminating on June 30, 2035. The City may terminate this contract upon 45 days written notice to the County. Upon receipt of said notice of intent to terminate the contract, the County shall continue to provide Animal Shelter Services to the City for up to eighteen (18) months for the contract fee until the City is able to find a suitable replacement, provided the replacement services are in place within 18 months of the termination

date, at which time the County may cease providing such services to the City unless otherwise agreed to. The County may terminate this contract with the same 45 day written notification. County will continue to provide the Animal Shelter Services for the contracted fee for up to eighteen (18) months for the contract fee until the City is able to find a suitable replacement, provided the replacement services are in place within 18 months of the termination date, at which time the County may cease providing such services to the City unless otherwise agreed to.”

2. Section 15, “Compensation” of the Agreement is hereby amended to include the following payment provisions:

“For services rendered during the period of July 1, 2008 through June 30, 2009, City shall pay County an amount not to exceed \$1,983,836, excluding therefrom the amount of \$55,725 for performance deficiencies, in accordance with the Performance Requirements and Incentive/Remedy Structure, for a total revised amount of \$1,928,111.

“Upon the operation of the new animal shelter facility located at 6851 Van Buren Boulevard, Riverside, California (“Facility”), but not before July 1, 2010, the City shall pay to County a per year use fee for the services that are to be provided at the Facility pursuant to this contract, which includes all custodial and maintenance associated with the Facility. A separate amount shall be charged and budgeted for City’s share of the utilities. The user fee and utility breakdown is attached hereto on Exhibit “A-1” and incorporated herein by reference.”

3. The Agreement is hereby amended to include the attached Exhibit “A-1,” Shelter Services Contract Budget, which is incorporated herein by this reference.

4. The Agreement is hereby amended to include the revised Performance Requirements and Incentive/Remedy Structure attached hereto as Exhibit “B-1”, which is incorporated herein by this reference, effective through the remainder of the 2009/2010 fiscal year, and each fiscal year thereafter. City reserves the right to negotiate revised performance

requirements for fiscal year 2010/2011 and each subsequent fiscal year of the Agreement thereafter.

5. The Agreement is hereby amended to replace Exhibit "C" – Reporting Requirements with Exhibit "C-1", which is incorporated herein by this reference.

6. The Agreement is hereby amended to include a new Exhibit "D" – "Animal Licensing Services," effective July 1, 2009, which is incorporated herein by this reference.

7. The Agreement is hereby amended to provide for the automatic incorporation of County's compensation for services on a fiscal year basis, as approved by the Riverside City Council through the adoption of the annual City budget. County's failure to notify City of possible budgetary overages in advance of any expenditure and to obtain City's written consent to such overages shall be at County's sole cost.

8. The Agreement is hereby amended to allow for the adoption of a commensurate increase or decrease in services, if necessary, upon the incorporation of county's compensation for services at the end of the fiscal year.

9. All terms and conditions of the Agreement not inconsistent with this First Amendment, shall remain in full force and effect and are incorporated herein by this reference as if set forth in full.

Signatures on following page

IN WITNESS WHEREOF, City and County have caused this First Amendment to Agreement for Animal Shelter Services to be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a California charter and municipal corporation

By: _____
City Manager

Attest: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Supv. Deputy City Attorney

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____

Name

Title

Attest: _____
Clerk of the Board

APPROVED AS TO FORM:


By: 
Deputy County Counsel

EXHIBIT A-1

Shelter Services Contract Budget

1. For Shelter Services, including Kennel Services, Veterinary Services and community outreach and education services

2009/2010 Fiscal Year: \$1,928,111.00, payable in monthly installments of \$160,676.00.
2010/2011 Fiscal Year: \$1,757,402.00, payable in monthly installments of \$146,450.16.

2. User Fee to be paid bi-annually, by the 1st, on the months of July and December to begin on July 1, 2010 (the "Anniversary Date"):

<u>Year</u>	<u>July 1st</u>	<u>December 1st</u>
Year 1:	\$162,500.00	\$162,500.00
Year 2:	\$168,500.00	\$168,500.00
Year 3:	\$175,000.00	\$175,000.00
Year 4:	\$175,000.00	\$175,000.00 + CPI increase as per the below language
Years 5-25: CPI adjustments annually applied to the prior year's User Fee		

The User Fee for years five (5) through (25) as per the above User Fee schedule shall be calculated annually based upon the percentage change in the Consumer Price Index as referenced below, and the fee shall be paid bi-annually, with fifty (50%) due on July 1st of each year and fifty (50%) due on December 1st of each year. In no event shall the User Fee calculated be less than the annual User Fee paid for the prior year of the Agreement.

Notwithstanding the provisions of Section 2, Exhibit A-1, herein, the annual User Fee shall be adjusted on the Anniversary Date by an amount equal to the percentage differential between the then current Consumer Price Index (Los Angeles-Anaheim-Riverside, All Urban Consumers, All Items published monthly by the U.S. Department of Labor) for the month in which such anniversary occurs and the Consumer Price Index for the same month in the preceding year; provided, however, that the annual adjustment herein shall not exceed three percent (3%) of the previous year. If the Consumer Price Index is discontinued or revised during the term hereof such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued.

3. Utilities: City shall pay their pro-rata share (30.5%) of all utility expenses, including electricity, water/sewer and natural gas, if any. Utility bills shall likewise be paid bi-annually, by the 1st, on the months of July and December. The utility bill shall not exceed \$100,000.00 for years 1 through 3 and thereafter the parties shall renegotiate the fee.

EXHIBIT B-1

Performance Requirements and Incentive/Remedy Structure

Attached.

COUNTY OF RIVERSIDE
Department of Animal Services
City of Riverside - Shelter Services
Performance Requirements and Incentive/Remedy Structure

Work Breakdown Structure	Performance Task/Objectives	Performance Metric	Acceptable Quality Levels (AQL)	Assessment Method	Incentive/Remedy Structure
DAS Euthanasia	No adoptable animals will be euthanized	<u>Requirement:</u> DAS to strive to maintain a rate of zero adoptable animals euthanized in accordance with the department euthanasia policy <u>Measurement:</u> # of adoptable animals euthanized <u>Quality metric:</u> 0%	100%	Chameleon report.	DAS to create an action plan, approved by the City, if goal is not met.
DAS Customer Service	The County will maintain acceptable levels of customer service.	<u>Requirement:</u> improve customer service @ shelter. <u>Measurement:</u> Customer survey responses reporting outstanding/good/average customer service <u>Quality metric:</u> % of customers who report outstanding/good/average customer service	80% of average or above.	Customer Service Survey	DAS to create an action plan, approved by the City, if goal is not met.
DAS Shelter Operation	Maintain industry standards for animal health and welfare.	<u>Requirement:</u> Maintain industry standards for animal health and welfare. <u>Measurement:</u> Random visits by city-identified committee members to complete a shelter operation checklist.	Meets expectations or better at a minimum of 2 of 3 visits.	Shelter Operation Checklist	A review committee consisting of a representative from an auditing agency, agreed to by both parties, will audit the shelter operations based on the categories that did not meet expectations.
		<u>Quality metric:</u> Meets expectations or better			

EXHIBIT C-1

Reporting Requirements

County shall provide any and all reports required in Exhibit B-1 on or before August 1 of each year. Said reports shall be for the mandated Performance Requirements listed on Exhibit B-1 and shall be for the previous fiscal year.

EXHIBIT D

Animal Licensing Services

Attached

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ANIMAL LICENSING SERVICES

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FOR ANIMAL SHELTER SERVICES

COUNTY OF RIVERSIDE

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Signatures on following page

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CITY OF RIVERSIDE, a California charter and municipal corporation

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____
City Manager

By: _____

Attest: _____
City Clerk

Name

Title

APPROVED AS TO FORM:

By: _____
Supv. Deputy City Attorney

Attest: _____
Clerk of the Board

APPROVED AS TO FORM:


By: 
Deputy County Counsel

EXHIBIT A-1

Shelter Services Contract Budget

1. For Shelter Services, including Kennel Services, Veterinary Services and community outreach and education services

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Years 5-25: CPI adjustments annually applied to the prior year's User Fee		

The User Fee for years five (5) through (25) as per the above User Fee schedule shall be calculated annually based upon the percentage change in the Consumer Price Index as referenced below, and the fee shall be paid bi-annually, with fifty (50%) due on July 1st of each year and fifty (50%) due on December 1st of each year. In no event shall the User Fee calculated be less than the annual User Fee paid for the prior year of the Agreement.

Notwithstanding the provisions of Section 2, Exhibit A-1, herein, the annual User Fee shall be adjusted on the Anniversary Date by an amount equal to the percentage differential between the then current Consumer Price Index (Los Angeles-Anaheim-Riverside, All Urban Consumers, All Items published monthly by the U.S. Department of Labor) for the month in which such anniversary occurs and the Consumer Price Index for the same month in the preceding year; provided, however, that the annual adjustment herein shall not exceed three percent (3%) of the previous year. If the Consumer Price Index is discontinued or revised during the term hereof such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued.

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COUNTY OF RIVERSIDE
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City of Riverside - Shelter Services
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		<u>Requirement:</u>	<u>Measurement:</u>	<u>Quality metric:</u>			
DAS Euthanasia	No adoptable animals will be euthanized	<u>Requirement:</u>	DAS to strive to maintain a rate of zero adoptable animals euthanized in accordance with the department euthanasia policy		100%	Chameleon report.	DAS to create an action plan, approved by the City, if goal is not met.
		<u>Measurement:</u>	# of adoptable animals euthanized				
		<u>Quality metric:</u>	0%				
DAS Customer Service	The County will maintain acceptable levels of customer service.	<u>Requirement:</u>	improve customer service @ shelter.		80% of average or above.	Customer Service Survey	DAS to create an action plan, approved by the City, if goal is not met.
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		<u>Measurement:</u>	Random visits by city-identified committee members to complete a shelter operation checklist.				
		<u>Quality metric:</u>	Meets expectations or better				

EXHIBIT C-1

Reporting Requirements

County shall provide any and all reports required in Exhibit B-1 on or before August 1 of each year. Said reports shall be for the mandated Performance Requirements listed on Exhibit B-1 and shall be for the previous fiscal year.

EXHIBIT D

Animal Licensing Services

Attached

EXHIBIT D
ANIMAL LICENSING SERVICES

Department of Animal Services (DAS) shall provide the following:

1. Animal Licensing Services
 - a. Manage all aspects of the licensing process using the Chameleon database.
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 - b. Implement a web-based licensing system with secure credit card payment option.
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 - i. City will approve all materials developed by DAS prior to disbursement.
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 - a. Develop a systematic plan to provide regular licensing services to City of Riverside residents at a minimum of five (5) days per week, excluding Federal holidays.
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 - a. Provide dog licensing services to residents of the City of Riverside. This agreement extends to any territory annexed to the City during the term of this agreement.
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 - a. Develop a process for tracking licensing data and generating statistical reports. Reporting shall include, but not be limited to, specific data such as the name of the licensee, date of issuance, date of expiration/renewal, description of the dog and the serial number of the license issues; list of non-compliant veterinarians, general data such as the total number of licenses issued year to date, licenses due for renewal, and other criteria that may be required by law or otherwise requested by City.
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pertaining fees collected for Spayed/Neutered dogs vs. Unaltered dogs, late fees, discounts for Seniors/Disabled/Multi-year.

- c. All reports shall be provided on a monthly basis unless otherwise approved by City.

1 FIRST AMENDMENT TO ANIMAL SHELTER
2 SUBLEASE AGREEMENT

3 5950 Wilderness Avenue, Riverside

4 This FIRST AMENDMENT TO SUBLEASE AGREEMENT ("Amendment") is entered into this
5 _____ day of _____ 2010, by and between the COUNTY OF RIVERSIDE, a political subdivision
6 of the State of California, ("County") and the CITY OF RIVERSIDE, a California charter city and
7 municipal corporation, ("City"), hereinafter sometimes referred to as the "Parties", for the property
8 described below upon the following terms and conditions:

9 Recitals

10
11 WHEREAS, the County, as Sublessor, and the City, as Sublessee, have entered into that certain
12 Sublease Agreement, ("Original Sublease"), dated March 21, 1995 pursuant to which Sublessor has
13 agreed to sublease to Sublessee a portion of the two level building known as the Toro Building ("Toro
14 Site"), located at 5950 Wilderness Ave, City of Riverside, County of Riverside, California, as described
15 in Exhibit "A", attached hereto and by this reference incorporated herein, to be used for animal shelter
16 and animal control functions ("Wilderness Shelter"); and

17 WHEREAS, County and City recognize that each have a need for a larger animal shelter to
18 accommodate their respective animal control functions within their jurisdictions. City and County have
19 agreed that the construction of a new animal shelter facility within the unincorporated area of the County
20 of Riverside, California, would be suitable for such purposes; and

21 WHEREAS, the Wilderness Shelter will no longer be used for an animal shelter facility and the
22 Parties desire to engage in good faith negotiations and explore the option to dispose of the Toro Site, that
23 contains the Wilderness Shelter, after the new animal shelter facility is completed; and

24 WHEREAS, The Original Sublease together with this Amendment are collectively referred to
25 herein as the "Sublease."

26 NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which is
27 hereby acknowledged, the Parties agree as follows:

1 SECTION 1. Property/Interest. Section 7 of the Original Sublease is hereby amended by adding the
2 following subsections (c) and (d):

3
4 (c) The Parties agree to negotiate in good faith for the disposition of the Wilderness
5 Shelter. In the event that any material terms and conditions change for the Wilderness Sublease,
6 including but not limited to, selling the Wilderness Shelter, the Parties shall execute an amendment to said
7 Sublease and/or any other appropriate action. On or before May 2010, the County and City shall select
8 one appraiser who shall be a member in good standing with the American Institute of Real Estate
9 Appraisers, unless otherwise mutually agreed upon, in writing, by County and City. Within forty-five
10 (45) days after the selection of this appraiser, the appraiser shall prepare and submit an appraisal, in
11 writing, of the fair market value of the existing Wilderness Shelter. In the event that the appraisal of the
12 fair market value would be sufficient to pay off the outstanding bonds and any related fees and provided
13 that Bond Counsel provides an unconditional approving opinion ("Preconditions"), then County shall
14 have a thirty (30) day first right of refusal to purchase the Wilderness Shelter in its entirety. Should
15 County opt not to exercise this first right of refusal, City shall thereafter have a thirty (30) day second
16 right of refusal to purchase the Wilderness Shelter in its entirety. In the event that neither party chooses to
17 purchase the Wilderness Shelter in its entirety, within sixty (60) days, the County agrees to make the
18 Wilderness Shelter available for purchase by a third party for an amount not less than required by the
19 Preconditions. The fee, and any other associated costs for the services of such appraiser shall be borne
20 equally by County and City. The bid amount for the Wilderness Shelter must be sufficient to cover any
21 outstanding County or City debt owed on the property. All proceeds from the sale of the property shall be
22 first applied to such debt, and any remaining proceeds shall be equally paid to the parties in accordance
23 with their respective percentage of interest in the property.

24
25 (d) To this date, the Toro Site is the subject of, and is subject to, the Financing
26 Agreements as referenced in Section 3 of the Original Sublease, the Parties acknowledge that if all
27 conditions provided above cannot be met for the disposition of the Wilderness Shelter, the Parties will

1 continue to perform on the Sublease until the termination of the Sublease by full performance and the
2 Financing Agreements have been satisfied and released the Toro Site in accordance to the terms and
3 conditions of the Original Sublease.

4
5 SECTION 2. Notices. Section 15 of the Original Sublease is hereby replaced in its entirety with the
6 following:

7 15. Notices. Any notices required or desired to be served by either party upon the
8 other shall be addressed to the respective parties as set forth below:

9
10 COUNTY
County of Riverside
County Executive Office
11 4080 Lemon Street, 4th Floor
Riverside, CA 92501

CITY
City of Riverside
City Manager's Office
3900 Main Street
Riverside, CA 92522

12
13 With a courtesy copy to:
Department of Animal Services
Attn: Director of Animal Services
14 6851 Van Buren Boulevard
Riverside, CA 92509

15 or to such other addresses as from time to time shall be designated by the respective parties.
16

17 SECTION 3. County's Representative. Section 17 of the Original Sublease is hereby replaced in its
18 entirety with the following:

19 17. County's Representative. County hereby appoints the Chief Deputy County
20 Executive Officer or his/her designee as its authorized representative to administer this Sublease.

21
22 SECTION 4. Execution in Counterparts. This Sublease may be executed in several counterparts, each
23 of which shall be an original and all of which shall constitute but one and the same instrument.

24
25 SECTION 5. Capitalized Terms: First Amendment to Prevail. Unless defined herein or the context
26 requires otherwise, all capitalized terms herein shall have the meaning defined in the Sublease, as
27 heretofore amended. The provisions of this First Amendment shall prevail over any inconsistency or

1 conflicting provisions of the Sublease, as heretofore amended, and shall supplement the remaining
2 provisions thereof. The Sublease remains in full force and effect except to the extent amended by this
3 First Amendment. Time is of the essence in this Amendment and the Original Sublease and each and all
4 of their respective provisions. If any provisions of this Amendment or the Sublease shall be determined to
5 be illegal or unenforceable, such determination shall not affect any other provision of the Sublease and all
6 such other provisions shall remain in full force and effect. The language in all parts of the Sublease shall
7 be construed according to its normal and usual meaning and not strictly for or against either of the Parties.
8 This First Amendment shall not be binding or deemed consummated until approved and executed by the
9 County's Board of Supervisors and the City Council.

10 ///
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14 Signatures on following page.

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IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this First Amendment to Sublease.

Dated: _____

BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

By: _____
Chairman, Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

APPROVED AS TO FORM
Pamela J. Walls
County Counsel

By: _____
Deputy

By: Synthia M. Gunzel
Deputy

SYNTHIA M. GUNZEL

(SEAL)

DATED: _____

CITY OF RIVERSIDE

By: _____
City Manager

APPROVED AS TO FORM

ATTEST:

By: _____
Colleen J. Nicol
Supv. Deputy City Attorney

City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION

THAT PORTION OF LOT 40, BLOCK 20 OF TRACT 4 OF RIVERVIEW ADDITION TO THE CITY OF RIVERSIDE, IN THE CITY OF RIVERSIDE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 7, PAGE 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE PROPERTY DESCRIBED BY DEED TO PRUDENTIAL OVERALL SUPPLY RECORDED OCTOBER 23, 1963 AS INSTRUMENT NO. 112034 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, SAID CORNER BEING NORTH 00° 06' 45" EAST, AS MEASURED ON THE EAST LINE OF WILDERNESS STREET, (FORMERLY MARION STREET) 60.00 FEET IN WIDTH, 376.00 FEET FROM THE SOUTHWEST CORNER OF LOT 39 OF SAID BLOCK 20; THENCE CONTINUING NORTH 00° 06' 45" EAST ON THE EAST LINE OF WILDERNESS STREET TO THE SOUTH LINE OF GAGE STREET, 50.00 FEET IN WIDTH, AS SHOWN ON MAP OF RIVERVIEW ADDITION TO THE CITY OF RIVERSIDE; THENCE EASTERLY ON THE SOUTH LINE OF GAGE STREET TO THE INTERSECTION OF THE SOUTHWESTERLY LINE OF THE PROPERTY DESCRIBED BY DEED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, RECORDED IN BOOK 262, PAGE 194 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE SOUTH 23° 20' 00" EAST ON THE SOUTHWESTERLY LINE OF METROPOLITAN WATER DISTRICT CONVEYANCE TO THE NORTHEAST CORNER OF THE AFOREMENTIONED CONVEYANCE TO PRUDENTIAL OVERALL SUPPLY; THENCE NORTH 89° 53' 15" WEST ON THE NORTH LINE OF PRUDENTIAL OVERALL SUPPLY CONVEYANCE, 370.59 FEET TO THE POINT OF BEGINNING. EXCEPT THAT PORTION DESCRIBED BY DEED TO THE CITY OF RIVERSIDE, A MUNICIPAL CORPORATION, RECORDED MARCH 4, 1966 AS INSTRUMENT NO. 23700.