

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 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 22nd day of April, 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

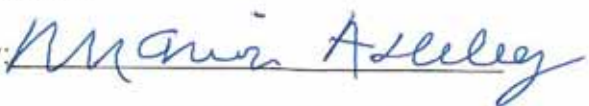
By: 
City Manager

Attest: 
City Clerk

APPROVED AS TO FORM:

By: 
Supv. Deputy City Attorney

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

By: 

MARION ASHLEY

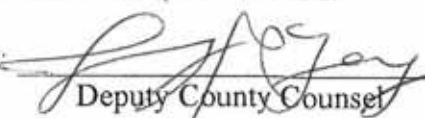
Name

CHAIRMAN, BOARD OF SUPERVISORS
Title

Attest:  **DEPUTY**
Clerk of the Board

KECIA HARPER-IHEM

APPROVED AS TO FORM:

By: 
Deputy County Counsel

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.

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	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 tacking 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.

DATE: 4/22/10

CONTRACTOR: County of Riverside

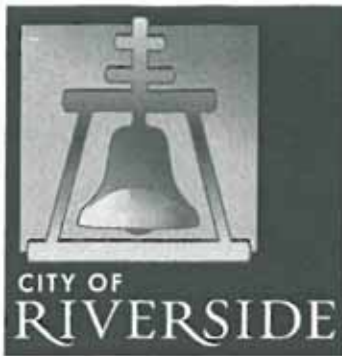
DESCRIPTION: Animal Control Field/Shelter Amendments, Sublease Amendment

DEPARTMENT: PUBLIC WORKS

DEPT. HEAD APPROVAL: 

RETURN TO CITY CLERK'S OFFICE, EXT. 5557

RECEIVED
APR 22 2010
CITY CLERK'S OFFICE



**CITY COUNCIL
AND
REDEVELOPMENT AGENCY
MINUTES**

TUESDAY, APRIL 20, 2010, 3 P.M.
ART PICK COUNCIL CHAMBER
CITY HALL
3900 MAIN STREET

**COUNCIL/AGENCY
MEMBERS**

G A R D N E R	M E L E N D R E Z	B A I L E Y	D A V I S	M A C A R T H U R	H A R T	A D A M S
1	2	3	4	5	6	7

WARDS

AGREEMENT AMENDMENTS - COUNTY OF RIVERSIDE DEPARTMENT OF ANIMAL SERVICES - 5950 WILDERNESS

Following discussion, the City Council (1) approved the first amendments to contracts with the County of Riverside Department of Animal Services for Fiscal Year 2010-11 for animal protection field services and shelter services and the sublease agreement for the building located at 5950 Wilderness Avenue; and (2) authorized the City Manager, or his designee, to execute the agreements including making minor non-substantive changes.

Motion
Second
All Ayes

X

X

ORAL COMMUNICATIONS FROM THE AUDIENCE

Cindy Collins spoke regarding traffic signal improvements near Chemawa Middle School. Scott Andrews spoke regarding Habitat for Humanity Green Living Earth Day Festival. Phyllis Purcell spoke regarding residential foreclosures. Salvador Santana spoke regarding predators living in Riverside and health insurance.

MAYOR/COUNCILMEMBER COMMUNICATIONS

ECONOMIC SUCCESS REPORTS

Councilmember Hart reported on A-Z Printing. Councilmember Adams reported on Anytime Fitness.

STATUS REPORTS FOR REGIONAL ORGANIZATIONS

Councilmember Melendrez spoke regarding Riverside Transit Agency, March Joint Powers Commission, and Riverside County Community Action Commission. Councilmember Gardner spoke regarding March Joint Powers Commission. Councilmember Hart spoke regarding the League of California Cities.

BRIEF REPORTS ON CONFERENCES, SEMINARS, AND MEETINGS ATTENDED BY MAYOR AND CITY COUNCIL

There was nothing to report at this time.

CITY ATTORNEY REPORT ON CLOSED SESSIONS

The City Attorney announced that the City Council authorized the City Attorney to initiate litigation on the closed session pursuant to Government Code §54956.9(c) and §54956.9(b)(1) to confer with and/or receive advice from legal counsel concerning two cases of anticipated litigation. Once litigation is formally commenced, the names of the defendants and other particulars will be disclosed to any person upon inquiry, unless to do so would jeopardize the City's ability to effectuate service of process on one or more unserved parties, or that to do so would jeopardize the City's ability to

DOCUMENT TRANSMITTAL FORM

TO: CITY CLERK'S OFFICE
FROM: CITY ATTORNEY'S OFFICE
DATE: April 15, 2010



CONTRACTOR/LESSOR: County of Riverside

PROJECT DESCRIPTION/BID NO.: First Amendment to Contract for Animal Shelter Services

Approved by [City Council] [Agency] on
☒ Anticipated [City Council] [Agency] future agenda of **April 20, 2010** *95-296*
No [City Council] [Agency] action required

Insurance required:

☒ No
Yes, as attached
Yes, withhold execution until received

Bonds required:

☒ No
Yes, as attached
Yes, withhold execution until received

Type of Insurance required (unless waived by the Risk Manager):

Commercial General Liability
Auto
Professional Liability
Workers' Compensation
Additional Insured Endorsement
Other:

Dept. Head Approval:
☒ Attached [] Sig. Pg
[] Req'std _____

Business Tax Certificate Required:

Yes, current through
Yes, withhold execution until provided
☒ No, exempted by RMC § 5.04.090

Agreement date(s):

[City Council] [Agency] Approval Date:
☒ Date City/Agency Executes *4-22-10*
Other:

Comments: City Manager to sign and City Clerk to attest both originals. Please return both originals to Jenna Combs in Public Work for County's signature.

Department: Public Works

Contact person: Jenna Combs

Approved as to form by: Kristi J. Smith, Supervising Deputy City Attorney

Date Approved: April 15, 2010

CA #: 07-1250.1

c: Purchasing Division
Business Tax
Risk Management
Originating Department: Public Works