



## Item No. 13 Town of Atherton

### **CITY COUNCIL STAFF REPORT – CONSENT AGENDA**

**TO: THE HONORABLE MAYOR AND CITY COUNCIL**

**FROM: GEORGE RODERICKS, CITY MANAGER**

**DATE: MAY 19, 2021**

**SUBJECT: APPROVAL OF AN AGREEMENT WITH THE COUNTY OF SAN MATEO FOR CONTINUED PROVISION OF ANIMAL CONTROL SERVICES FOR A FIVE-YEAR TERM BEGINNING JULY 1, 2021 AND AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE THE AGREEMENT**

#### **RECOMMENDATION**

Approve the Agreement with the County of San Mateo for the continued provision of Animal Control Services for a 5-Year Term beginning July 1, 2021 and Authorize the City Manager to execute the Agreement on behalf of the Town.

#### **BACKGROUND**

Animal Control has been one of the longest running regional/shared services in San Mateo County. Since 1952, the County has contracted with the Peninsula Humane Society & SPCA (PHS) for animal control field and sheltering service. All 20 cities in the County have in turn contracted with the County for these services. Historically, cities have taken advantage of the economies of pooling resources in order to realize lower costs for services than each city could likely achieve by providing its own services.

Animal Control services are provided by PHS in a new 45,000 square foot building owned by the County at 12 Airport Boulevard in San Mateo.

The mandated animal control service functions occur at the County Shelter at Airport Boulevard. Those functions include: receiving and housing stray animals; serving as the location for the public when looking for lost pets or surrendering animals; sheltering animals; spay/neuter clinic; and, vaccination clinic. For public convenience, licensing, micro-chipping, veterinary care and animal behavior work and field services staff are at this location and respond to calls for service in our community.

On January 5, 2021 a request for proposals was released to 71 organizations for an Animal Care, Control and Shelter Services Contractor serving San Mateo County. Two contractors submitted a proposal on February 18, 2021 (Peninsula Humane Society & SPCA and Partners in Animal Care & Compassion/Pets in Need).

On March 4, 2021, the proposals were evaluated by a review committee comprised of nine reviewers including a Deputy County Manager, a San Mateo County Fiscal Officer, five reviewers from various San Mateo Cities, and subject matter experts from Los Angeles and San Bernardino. The evaluation determined that both proposals were acceptable, however, Peninsula Humane Society & SPCA (PHS) scored higher overall.

Contract negotiations with PHS started March 24. The negotiating team included the County Manager, County Counsel, the County Animal Control Manager, and six city representatives. Negotiations were amicably concluded on April 3, 2021, with the following agreements:

**Funding Term:** July 1, 2021 – June 30, 2025  
**Amount:** \$32,548,989.91

	Year 1 Budget	Year 2 Budget	Year 3 Budget	Year 4 Budget	Year 5 Budget	Total
Personnel	\$3,432,241.20	\$3,529,662.03	\$3,635,551.89	\$3,744,618.44	\$3,856,957.00	\$18,199,030.55
Fringe	\$1,120,626.75	\$1,152,434.65	\$1,187,007.69	\$1,222,617.92	\$1,259,296.46	\$5,941,983.48
Operating Ex.	\$1,139,500.00	\$1,162,290.00	\$1,185,535.80	\$1,209,246.52	\$1,233,431.45	\$5,930,003.76
Equipment	\$78,200.00	\$79,764.00	\$81,359.28	\$82,986.47	\$90,058.36	\$412,368.10
Subcontracts	\$387,080.00	\$373,221.60	\$379,486.03	\$385,875.75	\$392,393.27	\$1,918,056.65
Other Costs	\$31,643.00	\$30,108.00	\$30,514.98	\$28,678.90	\$26,602.48	\$147,547.36
<b>Total Expenditures</b>	<b>\$6,189,290.95</b>	<b>\$6,327,480.28</b>	<b>\$6,499,455.67</b>	<b>\$6,674,024.00</b>	<b>\$6,858,739.01</b>	<b>\$32,548,989.91</b>

**ANALYSIS**

The current Animal Control agreement between the County and PHS is set to expire on June 30, 2021. Animal Control services provided by PHS include the following, which would continue through June 30, 2026, under the proposed contract:

- Rescue animals
- Assist public safety
- Capture at-large stray animals
- Investigate animal bites and attacks
- Remove dead animals from public property
- Remove dead or living wildlife from private property if such wildlife has direct contact with humans and/or animals that involves a bite or attack

- Enforce of leash laws and local ordinances
- Euthanize severely injured deer in the filed
- Pick up animals that are injured or confined at schools
- Respond to calls for animals in traffic
- Aggressive dogs at large or an aggressive dog that could cause harm to a human or animal.
- Injury or sick domestic animal or wildlife
- Dangerous animal permit violations
- Dog or cats in traps
- Owned animal for relinquishment
- Stray patrol requests
- Provide shelter services, Veterinarian care, including the impounding, receiving of stray animals, sheltering, redemption of animals, treatment to include vaccinations, flea treatment, deworming
- Provide treatment services to injured animals
- Provide animal enrichment while at the shelter
- Provide owner requested euthanasia to our residents
- Provide in-person customer service at the County shelter that is open from 11 am- 7 pm seven days a week, enable residents to obtain animal licenses and/ look for a lost pet.
- Provide our residents to visit their website to look for lost animals or find information about services that they provide.
- Hold monthly vaccine clinics for the residents of the County

*Oversight of Animal Control Services in San Mateo County:*

The animal control contract was developed in concept and reviewed by a working group of County managers, City Managers and other interested city participants (for example some Police Departments' personnel). The San Mateo County City Manager's Association (SMCCMA) has also established a standing committee that does an in-depth review of the contracts, performance audits, cost sharing formulas, and strategic direction for provision of countywide animal control services. The SMCCMA committee was directly involved with the County during contract negotiations and had a seat at the table with PHS and the County hammering out the final outcome.

The County, with the support, review, and advice of the SMCCMA, other interested city participants, and subject matter experts, negotiated a new five-year agreement with PHS. Work on the RFP, and new agreement and contract negotiations began in earnest in 2019 and concluded in 2021.

*Provisions of the Contract:*

Costs:

The overall cost in the provision of Animal Control Services have increased. However, in collaboration with PHS, the Cities/County negotiating team was able to reduce the proposed budget submitted by PHS by \$1.6 million dollars over 5 years with an increase in services to the residents of the County from the original RFP proposal. Compared to the current contract cost, the

five-year contract represents a reduction of \$577,915 in contract costs over 5 years, again with additional service included.

One of the major structural changes to the contract is the invoicing based on actual expenditures as opposed to a percent of the contracted budget. This will mean that the County and cities will not receive a refund check after the annual audit for savings, but also that PHS will not be incentivized to keep 50% of the savings as part of the past contract terms. Instead, the new contract includes an incentive for PHS if they meet the enhanced performance measures set forth in the contract. There will be no extra costs to cities because this incentive will be covered by the savings in the negotiated price. What this means for each city is that there will be no increase to the contract costs until year four with a 2.4% from the present year and year five with a 5.1% (Or 2.7% year over year from year 4) from the current fiscal term.

Cities will continue to pay the County for administering the agreement, with the first payment to be \$790,835 for FY 2021-22, including the contract for an annual audit and for PetData to continue to provide the Chameleon database/reporting and then subsequent payments increasing between 1% and 3% annually over the term to \$846,894 the final year. These amounts are estimates and the cities will only be billed for actual charges.

**Outline of some of the increased contract services:**

- Provide the process to ensure stray and owner-surrendered animals will not remain in the County Shelter more than three (3) weeks past the State law-mandated holding period.
- All policies and procedures shall be developed with the goal of animal welfare, enhancing the cost efficiency and quality of services provided to the County and participating Cities, and to reflect best practices in the industry for animal control and care. Contractor's Policies and Procedures shall be annually submitted to a committee of County and participating city representatives
- Ensure that that the rabies specimen is transported to the San Mateo County Public Health Laboratory within 48 hours of the animal entering the County Shelter or of being euthanized (weekends and holidays excluded).
- Complete health assessments of dogs and cats within 24 hours of the animal entering the County Shelter
- Document complete behavioral assessment results in Chameleon Data Management System (or any successor system) within 4 days of receiving each animal (not including the day of intake).
- Increased reporting to the County & Cities, to include fiscal reporting.
- Annual fiscal or performance audit
- Moving from 4 performance measures to 36 ways to evaluate the performance of PHS
- The addition of four animal control officers.

**Additions or changes to Field service officers' responses:**

**Priority 1: Immediately respond to all emergency calls of the following types within one (1) hour of the receipt of the call from the reporting party:**

- A Public Safety agency request for immediate assistance within one hour
- When juveniles are present at a school grounds any bat, any aggressive animal, animal posing a risk to humans, sick or injured animals, dogs at large, or confined or trapped animal are present on the school grounds.
- Request by a Public Safety Official or Fish & Wildlife officer to respond to a mountain lion or an escaped exotic animal that is an imminent threat to a person. Handling of these situations will be a joint response between the requestor and the Contractor. Contractor will be acting in an advisory capacity. Contractor is responsible for arranging a third party to handle, transport and/or care for exotic animals. If a third party is retained by Contractor, said third party shall have lead advisory responsibilities. Public Safety Officials and/or Contractor will determine if Fish and Wildlife need to respond to the scene. Contractor will remain on the scene with requesting Public Safety Official until situation is resolved. Prior to this Contract PHS would not respond to Mountain Lion calls

**Priority 2: Respond without unnecessary delay, within (4) hours of receipt of the call from the reporting party:**

- Dog or cat in trap Current contract PHS responds within 24 hours new contract will be four hours
- Animal in custody (stray confined) Current contract PHS responds within 24 hours new contract will be four hours
- Dead animal at a school between 7:00 AM and 8:00 PM (excluding holidays) Current contract PHS responds within 24 hours new contract will be four hours

**Priority 3: Respond without unnecessary delay within a maximum of 18 hours of receipt of the call from the reporting party and as soon as reasonably possible beforehand to the following situations:**

- Dead animal pick-up Current contract response time is 24 hours new contract will be 18 hours
- Animal bite quarantines Current contract response time is 24 hours new contract will be 18 hours

**Priority 5: If there are no calls pending in the other priority categories:**

- Officers will patrol city and County parks and neighborhoods in areas accessible by Contractor's vehicle and will maintain a patrol of no farther 500 yards from the vehicle. This is not in the current contract and will be added to the new contract.

The Town's adjusted share of the total contract in FY 21-22 is 1.04% (\$63,756), with the Town's percentage share (and the share for all cities) being revisited annually. This is shown on Attachment 1. However, Attachment 1 is an *Estimate Only*. There are two factors that will affect

the Town’s actual cost for FY 2021-22: 1) through negotiations, the contract was reduced from \$6,292,600 to \$6,189,291; and 2) the Town’s service calls for CY 2021 may be on a downward trend. The Town’s number of service calls and sheltering animal calls have fluctuated over the past few years. This results in swings in the Town’s overall animal control costs. The number of service calls and sheltering animals generated by each city is tracked, and the average of the last three years’ data is used to set the upcoming year’s costs for member cities and for the County. Each city’s (and unincorporated County) three-year average usage data is weighted 41% for field services and 59% for shelter services, with a credit for revenues (more about this below). The Town’s data for the past three years for Sheltering and Field Services are attached and summarized below.

<b>Type of Service</b>	<b>CY 2018</b>	<b>CY 2019</b>	<b>CY 2020</b>
Field Services (41%)	163	145	110
Shelter Services (59%)	133	122	144

There are cost incentives built into the agreement. There will be an additional amount of \$100,000 annually included in the total budget to provide an incentive. Ability to access incentive funds will be determined based on:

- Should the Contractor achieve all 25 of the incentive performance measure targets the Contractor will receive 100% of incentive (\$100,000).
- Should the Contractor achieve 90% (23) of incentive performance measures the Contractor will receive \$75,000.
- Should the Contractor achieve 80% (20) of incentive performance measures the Contractor will receive \$25,000.

Incentive money is to be used to benefit the animals in San Mateo County (i.e., additional micro-chipping & vaccine clinics, mobile spay and neuter, disaster equipment, etc.) and Contractor will provide a summary report on how the incentive money was spent.

Cost Allocation to Cities and Unincorporated County:

As mentioned above, annual costs are divided up in two ways. The first is to divide costs using a three-year average of usage, weighted 41% on field services and 59% on shelter usage. This weighting was selected by the negotiating team as it is representative of how PHS’s costs are actually divided.

The second factor in dividing costs is how to factor in offsetting revenues from animal licensing and collected fees. The contract gives each city credit for the animal licensing and collected fees revenue attributable to that particular city as a direct offset of its own share of costs. That change gives cities a mechanism to lower their costs by allowing them to do additional outreach to their residents to license and vaccinate their animals.

Performance Audit:

The agreement provides for an annual performance or fiscal audit if the cities and County agree there is a need to assess whether PHS is achieving efficiency and effectiveness in performance of the services provided and provides a copy of the performance audit to the cities. The parameters of the audit and cost will be determined by a subgroup of all parties through a County administered RFP process. That RFP and the review process will be coordinated with interested city participants, such as through the SMCCMA.

**POLICY FOCUS**

The City Council discussion should focus on the Animal Services Agreement and the provision of services to the Town of Atherton.

**FISCAL IMPACT**

Costs for the County Animal Services Agreement are already included in the Police Department's Annual Operating Budget. Staff has included \$68,000 in the proposed budget for FY 2021-22. The prior two years of costs are included as attachments.

**PUBLIC NOTICE**

Public notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting in print and electronically. Information about the project is also disseminated via the Town's electronic News Flash and Atherton Online. There are approximately 1,200 subscribers to the Town's electronic News Flash publications. Subscribers include residents as well as stakeholders – to include, but be not limited to, media outlets, school districts, Menlo Park Fire District, service providers (water, power, and sewer), and regional elected officials.

**COMMISSION/COMMITTEE FEEDBACK/REFERRAL**

This item \_\_\_ has or X has not been before a Town Committee or Commission.

- \_\_\_ Audit/Finance Committee (meets every other month)
- \_\_\_ Bicycle/Pedestrian Committee (meets as needed)
- \_\_\_ Civic Center Advisory Committee (meets as needed)
- \_\_\_ Environmental Programs Committee (meets every other month)
- \_\_\_ Park and Recreation Committee (meets each month)
- \_\_\_ Planning Commission (meets each month)
- \_\_\_ Rail Committee (meets every other month)
- \_\_\_ Transportation Committee (meets every other month)

## **ATTACHMENTS**

1. Attachment 1 - FY 2021-2022 Estimated Animal Control Costs to Cities
2. Attachment 2 - FY 2020-2021 Animal Control Costs to Cities
3. Attachment 3 - FY 2019-2020 Animal Control Costs to Cities
4. Attachment 4 – Shelter History Reports
5. Attachment 5 - Animal Control Agreement



ESTIMATE - FY 2021-22 ANIMAL CONTROL COSTS

ESTIMATE - FY 2021-22 Animal Control Costs - calculating Field @ 41% & Shelter @ 59% over 3 years and using past calendar year license revenue per city								Current Year Control rev less control & licensing exp less licensing rev	CY 2020 licensing revenue	TOTAL OF AC&L Rev less exp
								\$6,292,600	\$1,007,063	\$7,299,663
CITY	Service Level Percentage	Service Level Percentage	Field Services Percent	Animals Received Percent	Service Level Percentage	Final 2020-21 Distribution	Estimated 2020-21 City Cost	CY 2020 Licensing Revenue	Adjusted 2021-22 City Cost	
	Yr 2 CY 2018 Actual	Yr 3 CY 2019 Actual	CY2020	CY2020	Yr 3 CY 2020 Actual		Before subtracting license revenue	% of total revenue	Licensing Revenue Collected	
Atherton	1.04%	1.07%	1.37%	0.77%	1.02%	1.04%	\$76,065	1.26%	\$12,309	\$63,756
Belmont	3.09%	2.65%	3.30%	2.66%	2.92%	2.89%	\$210,623	4.45%	\$43,471	\$167,152
Brisbane	0.74%	0.88%	0.72%	0.30%	0.48%	0.70%	\$50,881	0.71%	\$6,936	\$43,945
Burlingame	3.76%	3.41%	4.09%	4.55%	4.36%	3.84%	\$280,583	4.59%	\$44,838	\$235,745
Colma	0.52%	0.40%	0.71%	0.43%	0.54%	0.49%	\$35,741	0.19%	\$1,856	\$33,885
Daly City	10.21%	9.92%	8.49%	11.12%	10.04%	10.06%	\$734,259	7.67%	\$74,926	\$659,333
East Palo Alto	8.06%	8.04%	5.16%	9.86%	7.94%	8.01%	\$584,823	0.91%	\$8,890	\$575,933
Foster City	3.94%	2.49%	3.50%	2.78%	3.07%	3.17%	\$231,255	3.75%	\$36,633	\$194,622
Half Moon Bay	1.87%	1.94%	2.49%	2.15%	2.29%	2.03%	\$148,250	2.83%	\$27,645	\$120,605
Hillsborough	1.52%	1.83%	2.17%	1.58%	1.82%	1.72%	\$125,834	2.58%	\$25,203	\$100,631
Menlo Park	4.26%	5.10%	4.75%	4.85%	4.81%	4.72%	\$344,689	3.54%	\$34,581	\$310,108
Millbrae	2.16%	2.29%	1.78%	2.31%	2.09%	2.18%	\$159,282	2.66%	\$25,985	\$133,297
Pacifica	4.86%	6.06%	5.70%	4.18%	4.80%	5.24%	\$382,500	7.70%	\$75,219	\$307,281
Portola Valley	0.41%	0.41%	0.89%	0.37%	0.58%	0.47%	\$34,039	1.32%	\$12,895	\$21,144
Redwood City	12.65%	13.92%	11.58%	12.85%	12.33%	12.97%	\$946,497	13.23%	\$129,240	\$817,257
San Bruno	6.07%	5.80%	4.47%	5.80%	5.26%	5.71%	\$416,654	5.35%	\$52,263	\$364,391
San Carlos	3.11%	2.90%	3.74%	2.29%	2.89%	2.97%	\$216,465	5.31%	\$51,872	\$164,593
San Mateo	14.59%	13.71%	12.56%	14.23%	13.55%	13.95%	\$1,018,096	15.01%	\$146,629	\$871,467
S. San Francisco	10.51%	9.75%	8.94%	10.78%	10.02%	10.09%	\$736,806	7.62%	\$74,438	\$662,368
Woodside	1.23%	1.02%	1.59%	1.12%	1.31%	1.18%	\$86,482	1.37%	\$13,383	\$73,099
County	5.44%	6.41%	11.99%	5.01%	7.87%	6.57%	\$479,838	7.95%	\$77,661	\$402,177
<b>Total</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>\$7,299,662</b>	<b>100.00%</b>	<b>\$976,872</b>	<b>\$6,322,790</b>



FINAL - FY 2020-21 ANIMAL CONTROL COSTS

FINAL - FY 2020-21 Animal Control Costs - calculating Field @ 41% & Shelter @ 59% over 3 years and using past calendar year license revenue per city								FY 2021 Control rev less control & licensing exp less licensing rev	CY 2019 licensing revenue	TOTAL OF AC&L Rev less exp
								\$6,141,906	\$1,007,063	\$7,148,969
CITY	Service Level Percentage	Service Level Percentage	Field Services Percent	Animals Received Percent	Service Level Percentage	Final 2020-21 Distribution	Final 2020-21 City Cost	CY 2019 Licensing Revenue	Adjusted 2020-21 City Cost	
	Yr 2 CY 2017 Actual	Yr 3 CY 2018 Actual	CY2019	CY2019	Yr 3 CY 2019 Actual		Before subtracting license revenue	% of total revenue	Licensing Revenue Collected	
Atherton	0.77%	1.04%	1.26%	0.94%	1.07%	0.96%	\$68,615	1.32%	\$13,320	\$55,295
Belmont	2.87%	3.09%	3.22%	2.25%	2.65%	2.87%	\$205,051	4.65%	\$46,796	\$158,255
Brisbane	0.87%	0.74%	1.06%	0.75%	0.88%	0.83%	\$59,201	0.66%	\$6,637	\$52,565
Burlingame	3.93%	3.76%	3.79%	3.16%	3.41%	3.70%	\$264,517	4.57%	\$46,055	\$218,462
Colma	0.63%	0.52%	0.59%	0.27%	0.40%	0.52%	\$37,057	0.16%	\$1,637	\$35,420
Daly City	10.92%	10.21%	8.49%	10.91%	9.92%	10.35%	\$739,955	7.16%	\$72,076	\$667,879
East Palo Alto	9.35%	8.06%	6.33%	9.23%	8.04%	8.48%	\$606,445	0.89%	\$8,926	\$597,519
Foster City	2.62%	3.94%	2.67%	2.37%	2.49%	3.02%	\$215,647	4.14%	\$41,654	\$173,993
Half Moon Bay	2.11%	1.87%	2.31%	1.68%	1.94%	1.97%	\$140,898	2.80%	\$28,185	\$112,713
Hillsborough	1.55%	1.52%	1.99%	1.72%	1.83%	1.63%	\$116,704	2.65%	\$26,696	\$90,008
Menlo Park	4.32%	4.26%	4.93%	5.22%	5.10%	4.56%	\$325,893	3.29%	\$33,102	\$292,791
Millbrae	2.34%	2.16%	2.18%	2.37%	2.29%	2.26%	\$161,864	2.98%	\$30,031	\$131,833
Pacifica	5.32%	4.86%	6.29%	5.90%	6.06%	5.41%	\$386,937	7.46%	\$75,149	\$311,788
Portola Valley	0.54%	0.41%	0.73%	0.19%	0.41%	0.45%	\$32,392	1.53%	\$15,416	\$16,976
Redwood City	12.39%	12.65%	11.86%	15.36%	13.92%	12.99%	\$928,394	12.88%	\$129,703	\$798,691
San Bruno	5.94%	6.07%	5.05%	6.31%	5.80%	5.94%	\$424,355	5.15%	\$51,912	\$372,443
San Carlos	3.41%	3.11%	3.42%	2.54%	2.90%	3.14%	\$224,502	5.67%	\$57,096	\$167,406
San Mateo	14.49%	14.59%	12.57%	14.50%	13.71%	14.26%	\$1,019,591	15.41%	\$155,234	\$864,357
S. San Francisco	9.64%	10.51%	8.77%	10.43%	9.75%	9.97%	\$712,476	7.44%	\$74,916	\$637,560
Woodside	1.08%	1.23%	1.44%	0.72%	1.02%	1.11%	\$79,163	1.52%	\$15,301	\$63,862
County	4.91%	5.44%	11.06%	3.17%	6.41%	5.59%	\$399,380	7.67%	\$77,220	\$322,160
Total	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	\$7,149,037	100.00%	\$1,007,063	\$6,141,974



FINAL - FY 2019-20 ANIMAL CONTROL COSTS

FINAL - FY 2019-20 Animal Control Costs - calculating Field @ 41% & Shelter @ 59% over 3 years and using past calendar year license revenue per city								FY 2018-19 Control rev less control & licensing exp less licensing rev	CY 2018 licensing revenue	TOTAL OF AC&L Rev less exp
								\$5,953,611	\$941,801	\$6,895,412
CITY	Service Level Percentage	Service Level Percentage	Field Services Percent	Animals Received Percent	Service Level Percentage	Final 2019-20 Distribution	Estimated 2019-20 City Cost	CY 2018 Licensing Revenue	Adjusted 2019-20 City Cost	
	Yr 1 CY 2016 Actual	Yr 2 CY 2017 Actual	CY2018	CY2018	Yr 3 CY 2018 Actual		Before subtracting license revenue	% of total revenue	Licensing Revenue Collected	
Atherton	1.02%	0.77%	1.34%	0.83%	1.04%	0.94%	\$64,977	1.21%	\$11,422	\$53,555
Belmont	2.76%	2.87%	3.87%	2.55%	3.09%	2.91%	\$200,369	4.73%	\$44,593	\$155,776
Brisbane	0.92%	0.87%	0.73%	0.74%	0.74%	0.84%	\$58,046	0.60%	\$5,643	\$52,403
Burlingame	3.99%	3.93%	3.67%	3.81%	3.76%	3.89%	\$268,323	4.72%	\$44,440	\$223,883
Colma	0.56%	0.63%	0.64%	0.44%	0.52%	0.57%	\$39,420	0.15%	\$1,414	\$38,006
Daly City	10.75%	10.92%	8.27%	11.56%	10.21%	10.63%	\$732,856	7.43%	\$70,002	\$662,854
East Palo Alto	8.52%	9.35%	6.40%	9.21%	8.06%	8.64%	\$596,011	1.10%	\$10,381	\$585,631
Foster City	2.63%	2.62%	6.16%	2.39%	3.94%	3.06%	\$211,143	4.07%	\$38,290	\$172,853
Half Moon Bay	1.86%	2.11%	1.87%	1.86%	1.87%	1.94%	\$134,029	2.86%	\$26,917	\$107,113
Hillsborough	1.74%	1.55%	1.86%	1.28%	1.52%	1.60%	\$110,625	2.72%	\$25,620	\$85,005
Menlo Park	4.02%	4.32%	4.44%	4.13%	4.26%	4.20%	\$289,441	3.71%	\$34,896	\$254,545
Millbrae	2.05%	2.34%	1.76%	2.44%	2.16%	2.19%	\$150,677	2.57%	\$24,210	\$126,467
Pacifica	5.91%	5.32%	5.55%	4.37%	4.86%	5.36%	\$369,622	7.37%	\$69,416	\$300,206
Portola Valley	0.59%	0.54%	0.82%	0.12%	0.41%	0.51%	\$35,381	1.31%	\$12,351	\$23,031
Redwood City	12.14%	12.39%	11.53%	13.42%	12.65%	12.39%	\$854,503	12.89%	\$121,429	\$733,074
San Bruno	5.74%	5.94%	4.87%	6.90%	6.07%	5.92%	\$407,971	5.02%	\$47,315	\$360,656
San Carlos	3.11%	3.41%	3.59%	2.78%	3.11%	3.21%	\$221,293	5.61%	\$52,838	\$168,455
San Mateo	14.49%	14.49%	12.12%	16.30%	14.59%	14.52%	\$1,001,319	15.48%	\$145,822	\$855,497
S. San Francisco	9.75%	9.64%	9.35%	11.31%	10.51%	9.97%	\$687,233	7.66%	\$72,124	\$615,109
Woodside	1.05%	1.08%	1.68%	0.91%	1.23%	1.12%	\$77,221	1.29%	\$12,148	\$65,073
County	6.40%	4.91%	9.47%	2.64%	5.44%	5.58%	\$384,960	7.49%	\$70,531	\$314,429
Total	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	\$6,895,420	100.00%	\$941,801	\$5,953,619



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## Shelter Services Report

Jurisdiction: **ATHERTON** for the period of **1/1/2018 to 12/31/2018**.

Dogs	19	0.81%	The numbers to the left are the number of animals outcomed for this jurisdiction.
Cats	25	0.96%	
Other	3	0.41%	
Wildlife	86	1.64%	The percentages to the left are percentages of the total number of animals outcomed from all jurisdictions combined.
<b>Total</b>	<b>133</b>	<b>1.22%</b>	

	Dogs		Cats		Other		Wildlife		Total	
Stray	16	84.21%	20	80.00%	2	66.67%	86	100.00%	124	93.23%
Owned	3	15.79%	5	20.00%	1	33.33%	0	0.00%	9	6.77%
Other Agency	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%

Adopted	4	23.53%	11	73.33%	1	50.00%	0	0.00%	16	18.82%
RTO - Release - Transfer	11	64.71%	1	6.67%	1	50.00%	28	54.90%	41	48.24%
Euth: Healthy	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Euth: Treatable	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Euth: Untreatable	2	11.76%	3	20.00%	0	0.00%	23	45.10%	28	32.94%

DOA - Died	0	0.00%	7	70.00%	0	0.00%	35	100.00%	42	87.50%
Owner Requested Euthanasia	2	100.00%	3	30.00%	1	100.00%	0	0.00%	6	12.50%

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## Field Services Report

Jurisdiction: **ATHERTON** for the period of **1/1/2018 to 12/31/2018**.

The percentages listed show the percentage of PHS's work in **ATHERTON** that call type represents.

### Total Activities for jurisdiction ATHERTON

**163**

Sick/Injured Animal Calls	17.18%	28
Quarantines of Dogs/Cats/Other Domestic Animals	20.25%	33
Dead Animal Calls	23.31%	38
Confined Dogs/Cats/Other Domestic Animals	7.98%	13
Stray Animal Calls	4.91%	8
Field Euthanasias	1.23%	2
Animal Rescue Calls (e.g. Large Animals/Drain/Fireplace/Etc.)	1.23%	2
Field Returns of Domestic Animals	0.00%	0
Confined at Police Department	5.52%	9
Misc. Service (e.g. Health Dept Rabies Testing/Fuel)	0.00%	0
Municipal Code Complaint	0.61%	1
Owner Surrender Calls of Live/Dead Animals	0.00%	0
Aggressive Animal Calls	1.23%	2
Aggressive Animal Complaint	12.27%	20
Assist Police/Fire	0.00%	0
Assist Public	0.00%	0
Property Inspections	3.07%	5
Protective Custody	1.23%	2
Transport Animal/Trap/Other	0.00%	0

\* As a reminder, the county contract excludes welfare checks and animal cruelty investigations, which are paid for by donations.



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## Shelter Services Report

Jurisdiction: **ATHERTON** for the period of **1/1/2019 to 12/31/2019**.

Dogs	24	1.03%	The numbers to the left are the number of animals outcomed for this jurisdiction.
Cats	29	1.08%	
Other	2	0.25%	The percentages to the left are percentages of the total number of animals outcomed from all jurisdictions combined.
Wildlife	67	1.36%	
<b>Total</b>	<b>122</b>	<b>1.14%</b>	

	Dogs		Cats		Other		Wildlife		Total	
Stray	19	79.17%	20	68.97%	1	50.00%	67	100.00%	107	87.70%
Owned	5	20.83%	9	31.03%	1	50.00%	0	0.00%	15	12.30%
Other Agency	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%

Adopted	4	19.05%	18	81.82%	2	100.00%	0	0.00%	24	26.67%
RTO - Release - Transfer	15	71.43%	1	4.55%	0	0.00%	21	46.67%	37	41.11%
Euth: Healthy	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Euth: Treatable	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Euth: Untreatable	2	9.52%	3	13.64%	0	0.00%	24	53.33%	29	32.22%

DOA - Died	0	0.00%	7	100.00%	0	0.00%	22	100.00%	29	90.63%
Owner Requested Euthanasia	3	100.00%	0	0.00%	0	0.00%	0	0.00%	3	9.38%

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## Field Services Report

Jurisdiction: **ATHERTON** for the period of **1/1/2019 to 12/31/2019**.

The percentages listed show the percentage of PHS's work in **ATHERTON** that call type represents.

Total Activities for jurisdiction <b>ATHERTON</b>		<b>145</b>
Sick/Injured Animal Calls	24.83%	36
Quarantines of Dogs/Cats/Other Domestic Animals	20.00%	29
Dead Animal Calls	15.86%	23
Confined Dogs/Cats/Other Domestic Animals	4.14%	6
Stray Animal Calls	5.52%	8
Field Euthanasias	2.07%	3
Animal Rescue Calls (e.g. Large Animals/Drain/Fireplace/Etc.)	4.14%	6
Field Returns of Domestic Animals	1.38%	2
Confined at Police Department	6.21%	9
Misc. Service (e.g. Health Dept Rabies Testing/Fuel)	0.00%	0
Municipal Code Complaint	4.83%	7
Owner Surrender Calls of Live/Dead Animals	0.00%	0
Aggressive Animal Calls	0.69%	1
Aggressive Animal Complaint	6.90%	10
Assist Police/Fire	0.00%	0
Assist Public	0.00%	0
Property Inspections	3.45%	5
Protective Custody	0.00%	0
Transport Animal/Trap/Other	0.00%	0
Trap Checks	0.00%	0

\* As a reminder, the county contract excludes welfare checks and animal cruelty investigations, which are paid for by donations.

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## Shelter Services Report

Jurisdiction: **ATHERTON** for the period of **1/1/2020 to 12/31/2020**.

Dogs	14	0.78%	The numbers to the left are the number of animals outcomed for this jurisdiction.
Cats	12	0.48%	
Other	12	1.69%	The percentages to the left are percentages of the total number of animals outcomed from all jurisdictions combined.
Wildlife	72	1.40%	
<b>Total</b>	<b>110</b>	<b>1.08%</b>	

	Dogs		Cats		Other		Wildlife		Total	
Stray	14	100.00%	11	91.67%	8	66.67%	71	98.61%	104	94.55%
Owned	0	0.00%	1	8.33%	4	33.33%	0	0.00%	5	4.55%
Other Agency	0	0.00%	0	0.00%	0	0.00%	1	1.39%	1	0.91%

Adopted	2	15.38%	0	0.00%	6	100.00%	0	0.00%	8	11.11%
RTO - Release - Transfer	11	84.62%	4	80.00%	0	0.00%	16	33.33%	31	43.06%
Euth: Healthy	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%
Euth: Treatable	0	0.00%	0	0.00%	0	0.00%	2	4.17%	2	2.78%
Euth: Untreatable	0	0.00%	1	20.00%	0	0.00%	30	62.50%	31	43.06%

DOA - Died	1	100.00%	7	100.00%	6	100.00%	24	100.00%	38	100.00%
Owner Requested Euthanasia	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%

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## Field Services Report

Jurisdiction: **ATHERTON** for the period of **1/1/2020 to 12/31/2020**.

The percentages listed show the percentage of PHS's work in **ATHERTON** that call type represents.

Total Activities for jurisdiction <b>ATHERTON</b>	<b>144</b>	
Sick/Injured Animal Calls	27.78%	40
Quarantines of Dogs/Cats/Other Domestic Animals	21.53%	31
Dead Animal Calls	13.89%	20
Confined Dogs/Cats/Other Domestic Animals	4.17%	6
Stray Animal Calls	9.03%	13
Field Euthanasias	2.78%	4
Animal Rescue Calls (e.g. Large Animals/Drain/Fireplace/Etc.)	4.86%	7
Field Returns of Domestic Animals	0.69%	1
Confined at Police Department	4.17%	6
Misc. Service (Vehicle/Fuel)	0.00%	0
Municipal Code Complaint	2.78%	4
Owner Surrender Calls of Live/Dead Animals	0.00%	0
Aggressive Animal Calls	1.39%	2
Aggressive Animal Complaint	2.78%	4
Assist Police/Fire	0.00%	0
Assist Public	0.69%	1
Property Inspections	2.78%	4
Protective Custody	0.00%	0
Transport Animal/Trap/Other	0.00%	0
Trap Checks	0.00%	0
Misc. Service (e.g. Health Dept Rabies Testing)	0.69%	1

\* As a reminder, the county contract excludes welfare checks and animal cruelty investigations, which are paid for by donations.

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
THE CITIES OF ATHERTON, BELMONT, BRISBANE, BURLINGAME,  
COLMA, DALY CITY, EAST PALO ALTO, FOSTER CITY, HALF MOON BAY,  
HILLSBOROUGH, MENLO PARK, MILLBRAE, PACIFICA, PORTOLA  
VALLEY, REDWOOD CITY, SAN BRUNO, SAN CARLOS, SAN MATEO,  
SOUTH SAN FRANCISCO, AND WOODSIDE FOR FACILITATION AND  
COORDINATION OF ANIMAL CONTROL SERVICES**

THIS FACILITATION AND COORDINATION OF ANIMAL CONTROL SERVICES AGREEMENT, hereinafter called "Agreement", entered into this first day of July, 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Atherton, Belmont, Brisbane, Burlingame, Colma, Daly City, East Palo Alto, Foster City, Half Moon Bay, Hillsborough, Menlo Park, Millbrae, Pacifica, Portola Valley, Redwood City, San Bruno, San Carlos, San Mateo, South San Francisco, and Woodside, each hereinafter individually called a "City" and collectively called the "Cities";

**WITNESSETH**

**WHEREAS**, the Cities have passed and are responsible for enforcing local ordinances governing the regulation, licensing and impounding of certain animals within the territorial limits of the Cities; and

**WHEREAS**, the Cities and County, hereinafter collectively called "Parties", wish to enter into a written agreement for animal care and control, shelter services, and animal licensing, in which the County agrees to facilitate provision of and the Cities agree to reimburse the County for the costs of specified animal care and control, shelter services, and animal licensing hereinafter set forth, as they have done for over 70 years with the current Agreement expiring on June 30, 2021; and

**WHEREAS**, in order to facilitate coordinated countywide system of animal care and control, shelter services, and animal licensing as desired by Cities, County is agreeable to facilitating the provision of such services on the terms and conditions as hereinafter set forth; and

**WHEREAS**, the Cities desire the County facilitate and coordinate animal control and licensing on a countywide basis on behalf of the Cities and County for a term of 5 years ending on June 30, 2026; and

**WHEREAS**, such agreements are authorized and provided for by Section 51300, et seq. of the California Government Code and under the Parties respective police powers.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

**1. Exhibits and Attachments**

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A— Contract Areas

Exhibit B— Proportionate Share of Cost

Attachment 1 – Agreement between County of San Mateo and the Peninsula Humane Society and SPCA

Attachment 2 - Agreement between County of San Mateo and PetData Inc.

Attachment 3 - Memorandum of Agreement Regarding Funding For Construction Of An Animal Care Shelter

**2. Definitions**

2.1 **Administrative Costs:** The actual costs, including, but not limited to, salaries, benefits, dispatch, and equipment maintenance, incurred by the County to administer the Animal Control Program and Animal Licensing Program as outlined in this Agreement in an effort to facilitate a coordinated countywide system.

2.2 **Animal Control Contractor:** The contractor selected as set forth in Section 5.2 of this Agreement, which is specifically charged with providing services and enforcing laws relating to animal care and control, shelter services and animal licensing within the territorial limits of the County and the Cities and pursuant to the terms of this Agreement.

2.3 **Animal Control Program:** The program within the Health System of the County, or County's designated contract agent, or both, or such other agency as the County of San Mateo Board of Supervisors may designate, which is specifically charged with regulating and enforcing laws dealing with animal control within the territorial limits of the County.

2.4 **Animal Control Services Agreement or Services Agreement:** Agreement in which the Animal Control Contractor agrees to perform on behalf of Parties and the County agrees to compensate, using County and City funds, the Animal Control Contractor for performance of certain

specified animal care, animal control, and shelter services as provided for in this Agreement.

- 2.5 **Animal Licensing Contractor:** The contractor as set forth in Section 5.2 of this Agreement, which is specifically charged with administering and enforcing laws dealing with animal licensing within the territorial limits of the County and the Cities and pursuant to the terms of this Agreement.
- 2.6 **Animal Licensing Program:** The program within the Health System of the County, or County's designated contract agent, or both, or such other agency as the County of San Mateo Board of Supervisors may designate, which is specifically charged with regulating and enforcing laws dealing with animal licensing within its jurisdiction.
- 2.7 **Animal Licensing Services Agreement:** Agreement in which the Animal Licensing Contractor agrees to perform on behalf of the Parties and the County agrees to compensate, with County and City funds, Animal Licensing Contractor for performance of certain specified animal licensing services as provided for in this Agreement.
- 2.8 **City or Cities:** Any or all of the cities listed in Exhibit A, attached and incorporated by reference herein.
- 2.9 **Holidays:** Federally designated holidays with the addition of Easter and exclusion of Columbus Day, in accordance with the Animal Control Contractor's and Animal Licensing Contractor's existing labor contracts.
- 2.10 **Impounded Animal:** An animal that has been picked up by Animal Control Contractor, other public employee or officer, or by a private citizen and deposited at the County animal shelter.

3. **Each City's Responsibilities**

- 3.1 **Delivery of Animals.** Any animal taken into custody by an employee or officer of the County or an employee or officer of a City shall be delivered to the Animal Control Contractor at the County animal shelter or held in a humane way at a designated holding area until it can be picked up by Animal Control Contractor.
- 3.2 **Uniform Ordinances and Citation Authority.** This Agreement is based on an expectation that each City will adopt and maintain animal control ordinance(s) which are substantially the same as the provisions of Chapters 6.04, 6.12, and 6.16 of Title 6 of the San Mateo County Ordinance Code, as they currently exist or maybe amended by County from time to time, to be effective within each City's territorial limits. The

fee schedule adopted by each City shall be the same as outlined in Chapter 6.04.290, as may be amended by County from time to time, of the San Mateo County Ordinance Code, hereinafter "County Ordinance".

City acknowledges that the County plans to amend its animal control ordinances, with the goal for adoption within the next twelve (12) months.

Enforcement of provisions of any City's ordinance to the extent that it differs substantially from the County Ordinance, as amended by County from time to time, and results in an increase to Animal Control Contractor's costs, shall be reimbursed directly by the City requiring additional services, as negotiated between the City requiring additional services and the Animal Control Contractor. Provision of services under the Animal Control Services Agreement shall take priority over such additional services provided separately pursuant to this Section.

- 3.3 **Designation of Animal Control & License Revenue Collector.** Each City hereby designates the Health System of the County or County's designated contractor as the entity authorized to collect, at Cities' cost, animal control and licensing revenue on the part of each City.
- 3.4 **Permits for Public Events.** Each City shall request input from the Animal Control Contractor prior to issuing permits for public exhibitions and events which include animals. The Animal Control Contractor is entitled to recover costs directly from the City in which exhibition or event will be located which relate to staffing that may result during or after the exhibition or event. Such costs will be collected by the Animal Control Contractor based on a fee schedule approved by the City in which the event is taking place, or as agreed between the Animal Control Contractor and the individual City. Any agreement with the Animal Control Contractor will require expeditious review of permits and input to the City. The provisions of this paragraph do not apply to public exhibitions and events where the only animals included in such events are anticipated to be service animals or police dogs.
- 3.5 **City Liaison.** Each City shall designate a representative to act as a liaison for animal control and licensing administration and enforcement issues for when County requests input from the City. If no contact person is designated, the City contact person shall be the City Manager.
- 3.6 **Defense of Dangerous/Vicious Animal Determinations, Spay/Neuter Requirements, and Service Animal Designations.**

Parties acknowledge that each City is and will remain solely responsible for arranging and conducting hearings under its Dangerous and Vicious

Animal, Spay/Neuter, and Fancier Ordinances, including but not limited to providing hearing officers and a location for the hearings. The cost to hold the hearing will be the sole responsibility of each City and collection of the hearing fee, based on the City's fee ordinance, will be collected and retained by the City.

However, the Parties agree that, at a City's option and for its convenience, a City may utilize County offices and/or the services of the County hearing officers for purposes of conducting Dangerous/Vicious Animal Hearings under the provisions of each City's Dangerous and Vicious Animal Ordinance, Spay/Neuter Hearings under the provision of each City's Spay/Neuter Ordinance, and/or Fancier Hearings under the provision of each City's Fancier Ordinance. The hearing fee, based on the City's fee ordinance, will be collected from the person requesting the hearing by the County under the terms of this Agreement, if possible. If such fee is not collected, the City shall remain responsible for such costs.

The Parties also recognize that in the event a City elects to utilize the services of a County hearing officer, the City remains solely responsible for the defense of any appeal of or challenge to an administrative decision rendered by the hearing officer. Further, the City remains responsible for any claims, damages, costs or other losses resulting from any decision, act or omission of the hearing officer acting in the course and scope of his or her capacity as hearing officer or from any court judgment based on claims, actions or appeals resulting from Dangerous/Vicious Animal hearings, decisions or findings; Spay/Neuter requirements, hearings, decisions or findings; and/or Fancier requirements, hearings, decisions or findings made under each City's ordinances.

Furthermore, the Parties agree that, at a City's option and for its convenience, County offices will issue Service Animal tags and Breeder/Fancier Permits on behalf of each City upon County's determination that such tag or permit shall be issued on behalf of the City. Each City shall remain responsible for the decision to issue or not issue a Service Animal tag and/or issue or not issue a Breeder or Fancier Permit and shall remain responsible the defense of any action or claim and payment of any claims, damages, costs, or other losses resulting from such decision.

- 3.7 In consideration of the services that will be coordinated and facilitated by County and provided by the Animal Control Contractor and Animal Licensing Contractor in accordance with all terms, conditions, and specifications set forth herein, and in the exhibits and attachments incorporated by reference herein, each City shall pay County based on

the rates and in the manner specified below.

**Proportionate Share of Costs.** Each City's proportionate share of the cost of services ("Proportionate Share of Costs") provided under this Agreement shall be calculated as a percentage representing:

- a. That City's percentage of total field services provided, averaged over the prior three calendar years;
- b. That City's percentage of total shelter services provided, averaged over the prior three calendar years;
- c. With field services weighted at 41% and shelter services weighted at 59%.

**Net Program Costs.** Each City shall pay the net program costs attributable to that City ("Net Program Costs") which will be calculated as follows:

- a. Determine total expenses for all services including Administrative Costs as defined in Section 2 of this Agreement and Animal Control Contractor and Animal Licensing Contractor costs;
- b. Subtract all revenue received, not including licensing revenue;
- c. Attribute the balance to each City based on that City's Proportionate Share of Costs.
- d. Subtract from each City's share of the balance the actual licensing revenue collected for that City during the previous calendar year.

**Annual Invoices.** Each City will be invoiced for its Net Program Costs as follows:

- a. The County will calculate each City's Proportionate Share of Costs, estimate Net Program Costs for the following fiscal year (July 1 – June 30), and will send an estimated invoice containing that information to each City no later than March 31<sup>st</sup> of each year;
- b. The County will send a final invoice ("Final Invoice") based on **actual** Net Program Cost to each City no later than December 15<sup>th</sup> of each year; and
- c. Each City shall pay the County the amount shown on the Final Invoice no later than February 28<sup>th</sup> of each year.

**4. County Responsibilities**

4.1 Payments to be paid to Animal Control Contractor and Animal Licensing Contractor by the County and each City are as follows:

a. The County will pay Animal Control Contractor the following agreed-to amounts. These costs are to be reimbursed by the Cities as provided in Section 3.7 above.

Fiscal Year	Amount
2021-22	\$6,189,290.95
2022-23	\$6,327,480.28
2023-24	\$6,499,455.67
2024-25	\$6,674,024.00
2025-26	\$6,858,739.01

b. The County will pay Animal Licensing Contractor the following agreed-to amounts. These costs are to be reimbursed by the Cities as provided in Section 3.7 above (the table in 4.2 includes the payment for the contract Petdata for approximately \$192,000).

Current Contract 2016-2021	Amount
One year license	\$4.28 per license
Multi-year license	\$4.28 for the first year and \$2 for each additional year
Late fees collected	\$2.50 collection service fee for each license
Replacement tags	\$4.28 per tag
Bank and supply fees	Actual cost

4.2 The County shall provide the administrative services as outlined in this Agreement for the following estimated amounts to be charged to and paid by the Cities. Costs may vary as labor negotiations and internal service charges are negotiated at a Countywide level. Cities will only be invoiced for the actual costs to provide said services as outlined in this Agreement and are to be reimbursed by the Cities as provided in Section 3.7 above.

Fiscal Year	Amount
2021-22	\$790,835
2022-23	\$790,375
2023-24	\$814,086
2024-25	\$822,227
2025-26	\$846,894

4.3 In consideration of the payment provided for in Sections 3.7 and 4.2, the County shall, for the administrative convenience of the Cities and for the purpose of coordinating animal services countywide, provide the additional following administrative services:

- a. Work with the City Attorney, designated City liaison or City Manager of each City on any issues that require input from the City, including, but not limited to, during and following the administrative hearing process.
- b. Collect, maintain, and report available data as requested by each City, including, but not limited to, annual Performance Measures.

The Animal Control Program Manager or designee will monitor the performance of the Animal Control Contractor and Animal Licensing Contractor and will notify the City Liaison if there is a deficiency in service found. A meeting will be scheduled with Contractor and City liaisons to discuss a plan to correct the service deficiency.

- c. With direction from each City, respond on behalf of each City to public inquiries regarding the Animal Control Program and the Animal Licensing Program.
- d. Provide monthly report showing field, shelter, licensing activities, and Dangerous Animal Permit holders.
- e. Provide dispatch services for after-hours/holiday calls for animal control and licensing.
- f. Provide radio maintenance services on radio equipment owned by the Parties and used to perform services as outlined in Attachment 1 – Agreement between County of San Mateo and the Peninsula Humane Society and SPCA – Attachment M - County-Owned Radio Equipment.
- g. For the convenience of the Cities, provide animal licensing tags for dogs, cats, animals held under a Dangerous Permit, and animals designated as Service Animals.
- h. For the convenience of the Cities, make reasonable attempts to collect and provide collection services for:
  - 1. Animal control fees that are deemed uncollectable by the Animal Control Contractor after reasonable efforts by the Contractor to collect; and

2. Licensing fees that are deemed uncollectable by the Animal Licensing Contractor after reasonable efforts by the Contractor to collect; and
3. Any other fees for services provided to each City under the terms of this Agreement.

The County's cost to provide collection services will be included in the administrative cost to facilitate this Agreement. The Cities acknowledge and agree that the County is not responsible for any fees that remain uncollected after reasonable efforts are made to collect. In the event that a City determines that additional collection efforts are warranted, it may undertake such efforts at its own expense. Any shortfall in revenues caused by uncollected fees shall be the responsibility of all Cities based on the proportionate share of costs.

- i. Annually provide each City with the audit report required and completed as outlined in Attachment 1.
- j. Annually, arrange and oversee a performance audit or fiscal assessment following the, Generally Accepted Government Auditing Standards (GAGAS) to assess whether the Animal Control Contractor is achieving efficiency and effectiveness in performance of the services provided and provide a copy of the performance audit to the Cities. The parameters of the audit and cost will be determined by a subgroup of all Parties through a County Request for Proposal process. Cities will be invoiced for the actual cost of said audit as outlined in Section 3.7 (estimate cost of \$81,000 has been added to the administrative cost table in section 4.2).
- k. For Spay/Neuter Assistance Vouchers:
  1. Allocate one dollar from each annual license fee paid for a dog or cat to:
    - i. When funds are available as determined by the County, assist pet owners and feral cat advocates with the cost to alter the dogs, cats, and feral cats that reside in the County on a county wide basis; and
    - ii. As funds are available as determined by the County, execute outreach efforts to educate residents on the responsibilities of owning a pet and the importance of altering, vaccinating, and licensing all dogs and cats.
  2. Issue, monitor and maintain a dog, cat, and feral cat database, allocating funds to the appropriate category of need based on the public's requests.

- l. Pursuant to Section 3.6 of this Agreement, under the guidelines of the US Department of Justice and the Americans With Disabilities Act's definition of "Service Animal" for the administrative convenience of each City, and acting as a representative of each City, issue Service Animal tags on behalf of each City upon determination by the County on behalf of the City that such tag shall be issued.
- m. If each City's ordinance so authorizes and the City so requests, review and process each City residents' requests and maintain files for Breeders and Fanciers Permits.
- n. Dangerous Animal Designations:
  - 1. Issue Dangerous Animal tags when an animal has been so designated by a peace officer employed by any City or County or the Animal Control Contractor as such; and
  - 2. The County will invoice annually and make reasonable efforts to collect applicable fees for Dangerous Animal Permit holders; and
  - 3. Monitor data received from Animal Control Contractor; and
  - 4. Send monthly updated reports to each City's representative.
- o. Pursuant to Section 3.6, for the administrative convenience of each City, and acting as a representative of each City, conduct administrative hearings for Dangerous and Vicious Animal designations under the guidelines of the applicable City's ordinance.
- p. Pursuant to Section 3.6, for the administrative convenience of each City and acting as a representative of each City, conduct mandatory spay/neuter and/or fancier permit administrative hearings under the guidelines of the applicable City's ordinance, if any.
- q. Provide in-person customer service at a minimum of two County locations that are open during normal business hours to enable residents the ability to obtain animal licenses and/or permits for all dogs and cats.
- r. Work with San Mateo County veterinarians to ensure anti-rabies vaccination reporting as required by the County.
- s. Receive, import, and export licensing and vaccination information from the Animal Licensing Contractor into the Animal Control Contractor database and vice versa on a weekly basis.

- t. Under the guidance of the County's Health Officer, review and process requests from pet owners to exempt their pet from the requirement to obtain an anti-rabies vaccination as required by State law or County ordinance and report annually to the Department of Public Health.
- u. Invoice animal owners pursuant to the County Fee Schedule 6.04.290, and similar City fee schedules, following a bite incident that requires a quarantine of said animal.

5. **General Provisions**

- 5.1 **Existing Agreements.** Upon execution of this Agreement, any prior existing agreements between the Cities and the County to facilitate and coordinate Animal Control and Animal Licensing Services will be terminated.
- 5.2 **Contracting for Services.** It is expressly understood and agreed that the County will contract with the Peninsula Humane Society and SPCA, a California nonprofit public benefit corporation (Animal Control Contractor), or such other contractor as the Board of Supervisors and Cities may designate, for the provision of Animal Control Services including field enforcement, shelter and treatment services referred to herein. Additionally, it is expressly understood and agreed that the County will contract with PetData, Inc. or such other contractor (Animal Licensing Contractor) as the Board of Supervisors and Cities may designate, for the provision of Animal Licensing Services.

**Shelter Services.** Refer to Attachment 1 – Agreement between County of San Mateo and the Peninsula Humane Society and SPCA.

**Field Services.** Refer to Attachment 1 – Agreement between County of San Mateo and the Peninsula Humane Society and SPCA.

**Veterinary Medical Services.** Refer to Attachment 1 – Agreement between County of San Mateo and the Peninsula Humane Society and SPCA.

**Operations.** Refer to Attachment 1 – Agreement between County of San Mateo and the Peninsula Humane Society and SPCA.

5.3 **Animal Shelter.**

The Parties acknowledge:

- 1. That the new Animal Care and Control Shelter has been constructed and Contractor Peninsula Humane Society & SPCA is and will be occupying it for the term of this Agreement in order to provide animal

control services as set forth in Attachment 1.

2. The Parties have previously entered into a Memorandum of Agreement regarding Funding of Construction of an Animal Care Shelter, dated September 9, 2014 (“Memorandum”), attached and incorporated as Attachment 3. The Parties agree that the total cost of the shelter construction project is being updated as provided by Section 2 of the Memorandum, and the Parties agree that, when available, County will provide to Cities the final total cost of the Shelter construction which will be paid proportionately by each City as provided by the Memorandum. Further, the Parties acknowledge and agree that the proportionate share of each City will be amended as provided by section 3 of the Memorandum. The Parties acknowledge that continued animal control and shelter services to a City as provided herein is contingent on that City approving any amended cost and paying its proportionate share, as previously agreed in the Memorandum”.

**5.4 Facilities & Equipment.**

- a. If the County chooses, at its own discretion, to replace equipment, at reasonable expense, but not to exceed \$125,000, that is used by the Animal Control Contractor and/or the Animal Licensing Contractor solely for the purpose of providing services under this Agreement, Cities agree that they will be financially responsible for the purchase cost of said equipment based on their Proportionate Share of Cost.

In the event that any party asserts that an emergency safety-related repair is needed to the portions of the County Animal Care and Control Shelter located at 12 Airport Boulevard in the City of San Mateo that are used to provide contracted animal control services and/or the County chooses to replace equipment, at its own discretion, and the cost of said equipment exceeds \$125,000, the Parties agree to meet in good faith to determine and agree which maintenance or repairs are required, whether or not such repair work shall be undertaken, or if said equipment should be replaced.

If the Parties terminate this Agreement or the Parties do not renew this Agreement, all Parties agree to be financially responsible in their Proportionate Share of Cost as set forth in Exhibit B for the remaining cost of any lease for vehicles or equipment used by the County’s designated contractor solely for the purpose of providing services under this Agreement.

- b. Animal Control Contractor will send the County a quarterly itemized report showing the repairs and maintenance performed at the facility.
- c. If Parties choose to terminate for reasons other than material breach of the Animal Control Contractor's Services Agreement or Parties choose not to renew the Animal Control Contractor's Services Agreement, County and Cities shall be financially responsible for the remaining cost of any lease for vehicles or equipment used by the Animal Control Contractor solely for the purpose of the Animal Control Contractor's Services Agreement.

5.5 **Fiscal and Program Monitoring.** Each City agrees to participate annually with County to discuss financial or programmatic issues including, but not limited to, licensing activities, revenue sources, performance measures, and ordinance revisions. The County or any City may request a special meeting for this purpose and upon the provision of reasonable notice.

Any changes in the amount to be paid to the Animal Control Contractor or the Animal Licensing Contractor shall require the Board of Supervisors and the affected City's approval.

5.6 **Use of Program Revenue.** Each City agrees that all fees collected by the County and/or the Animal Control Contractor and the Animal Licensing Contractor, or both, for the purposes outlined in this Agreement shall be retained by the County and used to cover the cost of services provided under this Agreement, except for services provided directly by or for a City and where fees are collected by said City for services provided as described in Section 3.4 and 3.6 of this Agreement.

5.7 **Maintenance of Records.** Records of animals impounded including the description of each animal, date of receipt, date and manner of disposal, treatment received, the name of the person redeeming or adopting the animal, and the fees, charges and proceeds of adoption shall be maintained by the County, through the Animal Control Contractor, and made available to the Cities. In addition, statistical information shall be provided on a monthly, quarterly and annual basis to the Cities summarizing various field enforcement and shelter activities occurring in each City and shelter activities initiated by residents of each City.

5.8 **Term and Termination.** Subject to compliance with all terms and

conditions, the term of this Agreement shall be from July 1, 2021 through June 30, 2026.

Except as otherwise provided by this section, this Agreement may not be terminated by any party during the effective period from July 1, 2021 through June 30, 2026. Each City is responsible for its annual percentage share under this Agreement for the entire term of this Agreement.

In the event any City fails to pay its percentage share as set forth in this Agreement and Exhibit B, every other City shall promptly pay its Proportionate Share of Cost of the non-payment, unless and until the County is able to recover the non-payment from the late or non-paying City.

This Agreement shall automatically terminate in the event of termination of the Animal Control Services Agreement. Upon termination, the County shall have no further obligation to provide, facilitate or coordinate services specified herein or in the Animal Control Services Agreement or Animal Licensing Services Agreement. Each City shall promptly pay its Proportionate Share of Cost as set forth in Exhibit B for all services rendered prior to termination.

- 5.9 **Amendments: Entire Agreement.** Amendments to this Agreement must be in writing and approved by the County Board of Supervisors and the governing body of each City. This is the entire Agreement between the Parties and supersedes any prior written or oral agreements inconsistent herewith.

This Agreement, including the Exhibits and Attachments which are incorporated herein by this reference, constitutes the entire Agreement of the Parties to this Agreement regarding the subject matter of this Agreement, and correctly states the rights, duties, and obligations of each party as of the Effective Date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit to this Agreement, the provisions of the body of this Agreement shall prevail. Any prior agreement, promises, negotiations, or representations, whether oral or written, between the parties not expressly stated in this Agreement are superseded. All subsequent modifications or amendments to this Agreement shall be in writing and signed by the Parties.

- 5.10 **Controlling Law and Venue.** The validity of this Agreement and of its terms or provisions, the rights and duties of the parties under this

Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

- 5.11 **Additional Services.** Nothing contained herein shall preclude any City from contracting separately for the provision of a higher level of service. Any contract increasing the level of services will be supplemental to this Agreement and will not affect the level of service provided for in this Agreement.
- 5.12 **Relationship of Parties.** The Parties agree and understand that the work/services performed or facilitated under this Agreement are performed or facilitated by an independent Contractor, and not by an employee of any City and that neither the County, its employees, the Animal Control Contractor, or the Animal Licensing Contractor acquire any of the rights, privileges, powers, or advantages of City employees, and vice versa; however, the County may act as an agent on behalf of each City where expressly set forth herein and, in such instances, each City shall hold harmless, indemnify and defend the County from and against any claims of any kind and/or actions for damages arising out of the County's actions undertaken on behalf of each City as set forth herein.
- 5.13 **Hold Harmless.**
- a. Each City shall hold harmless, indemnify and defend the County, its officers, employees and agents from and against any and all claims, suits or actions of every kind brought for or on account of injuries or death of any person or damage to any property of any kind whatsoever and whomsoever belonging which arise out of the performance or nonperformance of each City's covenants and obligations under this Agreement and which result from the negligent or wrongful acts of each City or its officers, employees, or agents, including, but not limited to, those claims, suits, or actions arising from activities performed by the County as a representative of the City as set forth in Sections 3.6 and 4.2.
  - b. The County shall hold harmless, indemnify and defend each City, its officers, employees and agents from and against any and all claims, suits or actions of any kind brought for or on account of injuries to or death of any person or damage to any property of any kind and to whomsoever belonging which arise out of the performance or non-performance of the County's obligations

under this Agreement and which result from the negligent or wrongful acts of the County, its officers or employees. This provision requiring the County to hold harmless, indemnify and defend each City shall expressly not apply to claims, losses, liabilities or damages arising from actions or omissions, negligent or otherwise, of the Animal Control Contractor or the Animal Licensing Contractor, or their officers, employees or agents, under the services agreements with the County. Further, this provision requiring the County to hold harmless, indemnify and defend each City shall not apply to acts or omissions of the County done on behalf of each City in performing administrative tasks for the convenience of and as representative of each City, including but not limited to those set forth in Sections 3.6 and 4.2.

- c. In the event of concurrent negligence of the County, its officers or employees, and the City, its officers and employees, the liability for any and all claims for injuries or damages to persons and/or property or any other loss or costs which arise out of the terms, conditions, covenants or responsibilities of this agreement shall be apportioned according to the California theory of comparative negligence.
- d. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge that with respect to activities performed by the Animal Control Contractor or the Animal Licensing Contractor in the Cities' territorial limits, the County serves solely as a Contract Administrator and solely with respect to the specific obligations contained within this Agreement and the agreements between the County and the Animal Control Contractor and the Animal Licensing Contractor. Accordingly, in the event the County or the Cities are sued and the suit is related in any manner to actions taken by the Animal Control Contractor or the Animal Licensing Contractor solely in a particular City or the Cities, the particular City or Cities, as the case may be, will hold harmless, indemnify and defend the County, and any other City that is named as a defendant in that suit from and against any and all claims, losses or costs. In the event a City or the Cities are sued and the suit relates in any manner to actions taken by the Animal Control Contractor or the Animal Licensing Contractor solely in the unincorporated area of the County, the County will hold harmless, indemnify and defend the City or Cities named as a defendant or defendants in that suit from and against any and all claims, losses or costs.
- e. The County agrees that in its Service Agreements with the Animal

Control Contractor, the County will require the Animal Control Contractor to indemnify each City to the same extent that the County is indemnified and to name each City as a third party beneficiary to the County's Agreements with the Animal Control Contractor and/or the Animal Licensing Contractor.

f. These indemnification and hold harmless clauses shall survive termination of this Agreement and shall apply whether or not any insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

5.14 **Non-Discrimination.** No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this Agreement on account of their race, color, religion, national origin, age, gender, sexual orientation, ancestry, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status.

5.15 **Notices.** Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

Any notices required by or given pursuant to this Agreement to any City shall be in writing and shall be delivered to the Clerk of that City at the address of the principal business offices of the respective City listed in the introduction of this Agreement or at such other address as any City may specify in writing to the County.

In the case of County, to:

Name/Title: Lori Morton-Feazell, Program Manager of Animal Control and Licensing

Address: 225-37<sup>th</sup> Avenue San Mateo, CA 94403

Telephone: 650.573.2623

Email: lmorton-feazell@smcgov.org

5.16 **Condition Precedent.** If this Agreement is not adopted by all twenty Cities, it will become null and void in its entirety except that in such an event, the County and any of the cities which are in agreement with the terms and conditions of this Agreement may use it as the grounds for considering an Agreement which may be acceptable to those parties.

- 5.17 **Electronic Signature**. All Parties agree that this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law and the County's Electronic Signature Administrative Memo and the Parties understand and agree that electronic signatures shall be deemed as effective as an original signature.
- 5.18 **Counterparts**. The Parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

**IN WITNESS WHEREOF**, the Board of Supervisors of the County of San Mateo has authorized and directed the Health System Chief to execute this Agreement for and on behalf of the County of San Mateo. The Cities of Atherton, Belmont, Brisbane, Burlingame, Colma, Daly City, East Palo Alto, Foster City, Half Moon Bay, Hillsborough, Menlo Park, Millbrae, Pacifica, Portola Valley, Redwood City, San Bruno, San Carlos, San Mateo, South San Francisco, and Woodside have caused this Agreement to be subscribed by its duly authorized officer and attested by its Clerk.

Dated: \_\_\_\_\_

**COUNTY OF SAN MATEO**

\_\_\_\_\_  
President, Board of Supervisors

Dated: \_\_\_\_\_

ATTEST:

**TOWN OF ATHERTON**

\_\_\_\_\_  
Town of Atherton, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**CITY OF BELMONT**

\_\_\_\_\_  
City of Belmont, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**CITY OF BRISBANE**

\_\_\_\_\_  
City of Brisbane, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**CITY OF BURLINGAME**

\_\_\_\_\_  
City of Burlingame, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**TOWN OF COLMA**

\_\_\_\_\_  
Town of Colma, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**CITY OF DALY CITY**

\_\_\_\_\_  
City of Daly City, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**CITY OF EAST PALO ALTO**

\_\_\_\_\_  
City of East Palo Alto, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**CITY OF FOSTER CITY**

\_\_\_\_\_  
City of Foster City, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**CITY OF HALF MOON BAY**

\_\_\_\_\_  
City of Half Moon Bay, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**TOWN OF HILLSBOROUGH**

\_\_\_\_\_  
Town of Hillsborough, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**CITY OF MENLO PARK**

\_\_\_\_\_  
City of Menlo Park, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**CITY OF MILLBRAE**

\_\_\_\_\_  
City of Millbrae, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**CITY OF PACIFICA**

\_\_\_\_\_  
City of Pacifica, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**TOWN OF PORTOLA VALLEY**

\_\_\_\_\_  
Town of Portola Valley, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**CITY OF REDWOOD CITY**

\_\_\_\_\_  
City of Redwood City, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**CITY OF SAN BRUNO**

\_\_\_\_\_  
City of San Bruno, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**CITY OF SAN CARLOS**

\_\_\_\_\_  
City of San Carlos, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**CITY OF SAN MATEO**

\_\_\_\_\_  
City of San Mateo, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**CITY OF SOUTH SAN FRANCISCO**

\_\_\_\_\_  
City of South San Francisco, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**TOWN OF WOODSIDE**

\_\_\_\_\_  
Town of Woodside, Clerk

\_\_\_\_\_  
By

**EXHIBIT A**

**CONTRACT AREAS**

The following Cities have contracted for services pursuant to this Agreement:

Atherton  
Belmont  
Brisbane  
Burlingame  
Colma  
Daly City  
East Palo Alto  
Foster City  
Half Moon Bay  
Hillsborough  
Menlo Park  
Millbrae  
Pacifica  
Portola Valley  
Redwood City  
San Bruno  
San Carlos  
San Mateo  
South San Francisco  
Woodside

**EXHIBIT B**  
**PROPORTIONATE SHARE OF COST**

FY 2021-22 Proportionate Share of Cost:

Atherton	0.70%
Belmont	2.58%
Brisbane	0.90%
Burlingame	3.74%
Colma	0.53%
Daly City	10.13%
East Palo Alto	8.70%
Foster City	2.15%
Half Moon Bay	2.50%
Hillsborough	1.16%
Menlo Park	4.59%
Millbrae	1.92%
Pacifica	5.07%
Portola Valley	0.37%
Redwood City	12.55%
San Bruno	6.09%
San Carlos	3.15%
San Mateo	15.61%
South San Francisco	10.27%
Woodside	1.03%
County	6.27%

**Agreement No.** \_\_\_\_\_

**AGREEMENT FOR ANIMAL CARE AND CONTROL SERVICES BETWEEN THE COUNTY OF SAN MATEO AND PENINSULA HUMANE SOCIETY & SPCA, A CALIFORNIA NONPROFIT CORPORATION**

This Agreement is entered into this first day of July, 2021, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called “County,” and Peninsula Humane Society & SPCA, a California Nonprofit Corporation, hereinafter called “Contractor.”

\* \* \*

Whereas, pursuant to statutory authority including but not limited to, Section 31000 of the California Government Code, Section 31106 of the Food and Agriculture Code, and Sections 14501 and 14503 of the Corporations Code, County may contract with independent contractors for the furnishing of animal care, control and shelter services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing Animal Care, Control, and Shelter services to the County and participating cities as set forth in this Agreement for Animal Care and Control Services (“Agreement”).

**Therefore, it is agreed by the parties to this Agreement as follows:**

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A – Services
- Exhibit B - Payments and Rates
- Exhibit C– Excluded Services
- Exhibit D – Contract Areas (County and Participating Cities)
- Exhibit E – Fees to be Collected for Services Provided
- Exhibit F – Five-Year Budget
- Attachment H - Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements
- Attachment I - Fingerprinting Certification Form
- Attachment J - Rabies Algorithm
- Attachment K - Animal Shelter Facility Use and Maintenance Agreement
- Attachment L - Peninsula Humane Society Holidays
- Attachment M – County-Owned Radio Equipment

**2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County and Participating Cities listed on Exhibit D in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A, and the other Exhibits and Attachments incorporated by reference into this Agreement.

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A and other Exhibits and Attachments incorporated into this Agreement, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. Payments shall begin within 45-days after Contractor and County each execute this Agreement.

County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. If County exercises this right, it must first provide Contractor with a 30-day written notice of intent to withhold payment wherein County describes the nature of the unacceptable work and how Contractor's work fails to conform to the terms of this Agreement. If Contractor fails to remedy unacceptable work after having received thirty days prior written notice, then County may delay payment until the deficiency is corrected. However, if Contractor reasonably demonstrates that it is not feasible to remedy the unacceptable work within thirty days, Contractor shall have up to an additional thirty days to remedy the work before payment will be withheld.

In no event shall County's total fiscal obligation under this Agreement exceed THIRTY TWO MILLION FIVE HUNDRED FORTY EIGHT THOUSAND NINE HUNDRED EIGHTY NINE DOLLARS AND NINETY ONE CENTS (\$32,548,989.91). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

**4. Term**

Except as otherwise provided herein, and subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2021 through June 30, 2026. The parties may extend the term for an additional three years if the parties mutually agree in writing. This Agreement becomes effective only after all jurisdictions identified on Exhibit D as Participating Cities adopt it by entering into the agreement for animal control services between the County and participating cities. If such County/Services Agreement is not adopted by all jurisdictions shown on Exhibit D, this Services Agreement is null and void in its entirety unless Contractor and any of the jurisdictions shown on Exhibit D agree to use it as the basis for a Services Agreement applicable to those parties providing such written consent, with such changes in payment, scope of service, and other terms as the parties may agree.

**5. Termination**

This Agreement may be terminated by Contractor or County or designee at any time without a requirement of good cause upon 365 days' advance written notice to the other party. Contractor shall be entitled to receive payment for services provided prior to the effective date of termination of the Agreement. Such payment shall be the prorated portion of the full payment determined by comparing the services actually completed to the services required by the Agreement. The Contractor shall have no right to or claim against the County or any Participating City for the balance of the contract amount.

In the event of a material breach of this Agreement by either party, the other party shall notify the breaching party of such material breach and that such breach must be cured within thirty (30) calendar days of the notice, except that if the breaching party reasonably demonstrates that it is not feasible to cure the breach within thirty (30) calendar days, the breaching party shall have the number of days

beyond thirty (30) calendar days reasonably needed to cure the breach up to an additional thirty (30) calendar days.

In the event the breaching party does not cure the material breach within the applicable time period, the notifying party may immediately terminate this Services Agreement or seek any other applicable legal remedies for such material breach. Termination is effective on the date specified in the written notice. In any event of termination under this paragraph, Contractor shall be paid for all approved work performed prior to termination. Contractor shall have no right to, or claim against County or any contracting City for, the balance of the contract amount.

#### **6. Contract Materials**

At the end of the term of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor in performance of services under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

#### **7. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

#### **8. Hold Harmless and Indemnification**

Contractor shall hold harmless and indemnify the County, and each Participating City listed in Exhibit D as third party beneficiaries of this Agreement, their officers, agents, and employees from all claims, suits or actions of every name, kind and description, brought for, or on account of: injuries to or death of any person, including but not limited to Contractor or its agents, officers or employees, or damage to property of any kind whatsoever and to whomsoever belonging, including but not limited to Contractor or its agents, officers, or employees, or any other loss or cost, resulting from the performance or nonperformance of any work or obligations required by the Agreement of Contractor; any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; and/or from any activities undertaken by Contractor, its officers, employees or agents, under this Agreement, and which result from the negligent or intentional acts or omissions of Contractor, its officers or employees.

The duty of Contractor to hold harmless and indemnify as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

County shall hold harmless and indemnify the Contractor, its officers, agents, and employees from all claims, suits or actions of every name, kind and description, brought for, or on account of injuries to or death of any person, including but not limited to County or its agents, officers or employees, or damage to property of any kind whatsoever and to whomsoever belonging, including but not limited to County or its agents, officers, or employees, or any other loss or cost, resulting from the performance or nonperformance of any work or obligations required by the Agreement of County; any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; and/or from any activities undertaken by County, its officers, employees or agents, under this Agreement, and which result from the negligent or intentional acts or omissions of County, its officers or employees.

The duty of County to hold harmless and indemnify, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

In the event of concurrent negligence of the County, its officers, agents and/or employees, and the Contractor, its officers, agents and/or employees, then the liability for any and all claims for injuries or damages to persons and/or property or any other loss or costs which arise out of the terms, conditions, covenants, promises and responsibilities of this Agreement, shall be apportioned according to the California theory of comparative negligence. This provision shall survive termination of this Agreement.

**9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**10. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability... \$1,000,000

(b) Motor Vehicle Liability Insurance... \$1,000,000

(c) Professional Liability..... \$1,000,000

County and its officers, agents, and employees and participating cities and their officers, agents and employees shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

#### **11. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

#### **12. Non-Discrimination and Other Requirements**

##### **a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

##### **b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Final adjudication in an appropriate forum determining that a violation of the non-discrimination provisions of this Agreement occurred, shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager from among the following:

- i. termination of this Agreement; and/or
- ii. liquidated damages of \$2,500 per violation; and/or
- iii. no penalty based on the County Manager determining that the incident does not warrant further action; and/or
- iv. imposition of other applicable civil remedies and sanctions as provided by law.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

#### **h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

#### **13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

#### **14. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for four (4) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County including additional audit requirements as set forth herein.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to

determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

(d) County agrees that if any entity or person makes a request under the California Public Records Act (CPRA) or an analogous federal, state, or local law or regulation to the County or a Participating City, of which County is aware, for documents or records possessed by Contractor but not by the County or Participating City, relating to this Agreement, or documents that Contractor submitted in its response to the request for proposals related to this Agreement and marked confidential, or documents related to the negotiation, or finalization of this Agreement, County will notify Contractor of such request. If Contractor fails to respond within 72 hours, Contractor shall be deemed to stipulate that the requested documents are subject to disclosure pursuant to the request and Contractor shall immediately thereafter make copies of the documents available to the County or a participating City, as the case may be, for disclosure to the requesting party.

If Contractor responds to the County within 72 hours of such notice by the County and asserts, in writing, that exemptions to disclosure requirements under the CPRA apply, and the County or Participating City as applicable agrees that such documents are not subject to disclosure, in whole or in part, under the CPRA, Contractor shall provide a redacted copy of the documents for County or City to disclose in lieu of unredacted documents for any documents that must be disclosed. In the event that County or the Participating City disagrees with Contractor's position that any document or portion thereof is not subject to disclosure, in order to prevent disclosure of such documents, Contractor shall promptly and in any case within ten (10) calendar days of notice of the request, seek a protective court order for non-disclosure of any such records. If Contractor fails to obtain a protective order, such documents may be disclosed by County or City. Contractor shall indemnify and hold harmless County and Participating Cities for any damage, cost or loss caused by Contractor's decision to assert that such records are, whole or in part, not subject to disclosure.

**15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Lori Morton-Feazell / Health Services Manager  
Address: 225-37th Avenue, San Mateo, CA 94403  
Telephone: 650-573-3726  
Email: lmorton-feazell@smcgov.org

In the case of Contractor, to:

Name/Title: Anthony Tansimore / President  
Address: 1450 Rollins Road, Burlingame, CA 94010-2307  
Telephone: 650-340-7022 ext. 309  
Email: atansimore@phs-spca.org

**18. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

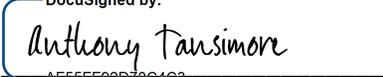
**19. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **Peninsula Humane Society & SPCA, a California Nonprofit Corporation**

<p>DocuSigned by:    <small>AF55FF82D70C463...</small>          Contractor Signature</p>	<p>5/6/2021   4:03 PM PDT          Date</p>	<p>Anthony Tansimore          Contractor Name (please print)</p>
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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

### Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

## **I. COMMON GOALS**

**A.** All parties agree to work on updating a new animal control ordinance during the next 12 months to include the availability of administrative citations.

**B.** County and Contractor will provide Participating Cities (as defined in exhibit D to this Agreement) with information about the services provided by Contractor and excluded services. In the event the County receives a complaint from an official from a Participating City regarding the quantity or quality of services provided under this Agreement, the County will promptly forward such complaint to Contractor so that the parties may make good faith efforts to promptly resolve the issue and Contractor agrees to meet with officials from the County and/or Participating Cities as may be necessary to resolve such complaints.

## **II. POLICIES AND PROCEDURES**

**A.** All policies and procedures shall be developed with the goal of animal welfare, enhancing the cost efficiency and quality of services provided to the County and Participating Cities, and to reflect best practices in the industry for animal control and care. Contractor's Policies and Procedures shall be annually submitted to a committee of County and Participating City representatives, with committee members to be designated by the County Manager or the County Manager's designee. The Contractor and committee members will work in good faith to resolve any differences or concerns regarding policies and procedures.

**B.** The Contractor must establish comprehensive written policies and procedures for proper care and handling of animals.

**C.** Such policies and procedures shall address all subjects encompassed by the scope of this Agreement, including shelter, veterinary care, and field services. Proper care includes but is not limited to, appropriate food and water, regular cleaning of kennels and cages, humane handling, veterinary care and a vaccination schedule including rabies vaccinations.

**D.** Contractor shall establish policies and procedures in accordance with the Guidelines for Standards of Care in Animal Shelters published by the Association of Shelter Veterinarians, ASPCA, the Humane Society of the United States, and/or other currently accepted best practices for animal sheltering. Policies and Procedures shall focus on these areas:

1. Medical Health and Physical Well-Being
2. Euthanasia
3. Environment
4. Kennels/Cages
5. Capacity for Care
6. Behavioral Health

**E.** Contractor shall develop a written disposal procedure, and the procedure shall provide for the weekly pick up of dead animals.

**F.** Contractor shall create a procedure compliant with California law to ensure that animals entering the County Shelter receive vaccinations, dewormer, flea control as appropriate for their species excluding animals that are unable to be safely handled or animals that are too sick/injured to receive this treatment.

**G.** Contractor shall have written policies and procedures on animal placement with a goal of ensuring that non-aggressive and healthy or treatable animals that enter the County Shelter are not euthanized through redemptions, adoptions and transfers to other organizations. Policies and procedures should include guidelines for euthanasia. Terms used in this subsection are to be interpreted in accordance with currently enacted California law.

**H.** Contractor shall have a procedure addressing how Animal Control Officers will handle complaints and the procedure shall include a benchmark for the time it takes between receiving and closing a complaint.

**I.** Contractor shall have comprehensive written policies and procedures established for proper care and handling of animals to include emergency response procedures, how animals will be placed into vehicles, how animals will be protected from the heat and cold inside vehicles, and how vehicles will be clean and disinfected.

**J.** Contractor shall have and apply written disease prevention and response policies and procedures. Disease response procedures shall include measures to minimize transmission to unaffected animals or people and should ensure appropriate care of the affected animals. Procedures should include a treatment plan where decisions are based on a range of appropriate criteria, including the ability to safely and humanely provide relief, duration of treatment, prognosis for recovery, the likelihood of placement after treatment, the number of animals who must be treated and the expense of treatment and resources available for such treatment.

**K.** Contractor shall have comprehensive written policies and procedures on Veterinary Medical Services. Policies and procedures shall address proper care of injured and sick animals and be

**L.** To the extent any of the terms of this Agreement are preempted by State law with regard to animal care, custody, transfer, euthanasia, and/or treatment, the parties agree that the terms of this Agreement shall continue to apply to full extent possible in conformity with State law.

### III. SHELTER SERVICES

#### A. Receiving animals

**Contractor will:**

1. Hold lost and stray animals for the requisite time period as required by State law or County ordinance or other applicable local ordinance prior to adoption, owner redemption, release to a partner organization, euthanasia, or other disposition.
2. Ensure that each animal's individual health status is evaluated and monitored beginning at intake and regularly thereafter. If the animal is too unsafe to handle to have its health status evaluated a visual evaluation may be done by staff.
3. Ensure all animals are scanned for a microchip and checked for other identification when entering the County Shelter and ensure staff enter into the Chameleon (or any successor system) software that the animal was checked for ID. Animals that are unsafe to be scanned for a microchip may be excluded.
4. Solicit information on impounded stray animals.
5. Evaluate and document each animal's health at intake.
6. Provide shelter and care for domestic animals under rabies quarantine, and dangerous or vicious animal investigations, according to the applicable City/County ordinance and/or State law.
7. When there is reasonable belief of a person's or an animal's exposure to rabies, Contractor will immediately notify County Public Health personnel at 650.573.2346, 8am-5pm, M-F or 650.363.4981 after hours/holidays (or at such other numbers as may be designated in writing, from time to time).
8. If the Contractor plans on using drop boxes for after-hours intake, the drop boxes must be checked at least every hour during the hours that drop boxes are utilized for animal intake.

#### B. Care of animals

**Contractor will:**

1. Provide shelter and care for San Mateo County stray and unwanted animals 24 hours a day, 7 days a week, with public service hours designed to benefit the public and facilitate the services established in this Agreement, including coordination with other agencies (state and local governments, or adoption partner organizations, non-profit animal services organizations, etc.) where appropriate.
2. Provide services as required by the State of California governing shelters for animal care, treatment, holding periods, and placements and dispositions.
3. Microchip all animals designated as Dangerous prior to release if medically appropriate and owner is compliant. In the instance of a non-compliant owner, Contractor shall attempt at the first annual inspection of the owner's property to ascertain that the animal has in fact been microchipped as required by County Ordinance and shall report their findings to County in a timely fashion.
4. Provide animal food that meets nutritional and medical needs of animals.

5. Contractor will make a best effort to have the County Shelter open by 11 am each day, except holidays (as noted in Attachment L - Peninsula Humane Society Holidays), with all animal areas intended for public access clean and ready for the public to enter.
6. Provide County representatives with a master schedule for Animal Care staff upon request.

**C. Owner-surrendered animals****Contractor will:**

1. Provide pet owners with a handout(s) describing alternative solutions to surrender and other resources to owners who express a desire to surrender their pets. That handout should include contact information for non-profit shelters and rescue groups in the Bay Area, as well as information about pet food pantries, low cost veterinary care, etc.
2. List alternatives to surrendering a pet and links to helpful resources on the Contractor's website.

**D. Identifying animals****Contractor will:**

1. Make legally required and additional efforts to identify each animal's rightful owner, including, at a minimum, full microchip body scanning of domestic animals for identification chips, tracing microchips, licenses, rabies tags and other identification, and making several documented attempts in multiple ways (e.g. phone, email, and/or mail) to notify the owner in an attempt to return the animal to its owner prior to any other disposition. Maintain acumen on and utilize developments in the field that might provide new or additional methods for identifying each animal's rightful owner.

**E. Evaluating animals****Contractor will:**

1. Ensure that all healthy, non-aggressive, and treatable animals have a plan for a live outcome.
2. Begin assessment of behavior at the time of intake of the animal. An overall behavior assessment considers all of the information gathered about the animal, including history, behavior during shelter stay, and formal evaluation.
3. Provide and apply the criteria and evaluation system that will enable objective evaluations for animals.
4. Evaluate all breeds equally to determine if they can be adopted, require behavior modification, or allow a partner agency to take the animal prior to euthanasia pursuant to State law.
5. Maintain evaluation records. Document the procedure for each animal in the Chameleon software system (or any successor system). If any paper records are also kept, retain the records for seven (7) years after disposition of animal.
6. Perform kennel enrichment programs to reduce stress for sheltered animals.
7. Place adoptable animals up for adoption or transfer.

8. Record all incidents or reports regarding a history of aggressive behavior along with the context in which they occurred.
9. Ensure staff is trained to recognize body language and other behaviors that indicate animal stress, pain and suffering as well as behaviors that indicate successful adaptation to the shelter environment.
10. Monitor animals daily in order to detect trends or changes in well-being and respond to their behavioral needs.

**F. Length of stay of animals****Contractor will:**

1. Optimize the animal's length of stay in the County Shelter. Both positive outcomes and cost of sheltering must be considered.
2. Provide the process to ensure stray and owner-surrendered animals will not remain in the County Shelter more than three (3) weeks past the State law-mandated holding period.

**G. Rabies testing/exposure****Contractor will:**

1. Immediately provide San Mateo County Health personnel with contact information for relevant Contractor staff in accordance with State and County requirements when there is reasonable belief of a person's or an animal's exposure to rabies.
2. Ensure all staff members are trained to identify potential rabies exposures and understand the regulations that apply to reporting and managing bites to humans and animals.
3. Provide for testing of animals for rabies pursuant to the current California Rabies Compendium. This requires the decapitation of animals and transport of the head or bat to the San Mateo County Public Health laboratory for testing.
4. Ensure that the rabies specimen is transported to the San Mateo County Public Health Laboratory within 48 hours of the animal entering the County Shelter or of being euthanized (weekends and holidays excluded).
5. Ensure that for every animal that comes into the County Shelter, staff will identify possible rabies exposures; everyone presenting an animal shall be asked if the animal has bitten anyone within the last 10 days or had any contact with wildlife.
6. Make certain all incoming animals are examined for bite wounds; any animals who have potentially been exposed to rabies shall be managed in accordance with the California Rabies Compendium and in consultation with state and local health authorities.
7. Ensure that staff funded by contract who routinely work with companion animals or wildlife are offered pre-exposure vaccinations against rabies in accordance with recommendations of the Advisory Committee in Immunization Practices.

**H. Disposal of dead animals****Contractor will:**

1. Accept dead animals brought to the County Shelter by County residents, City and County municipalities, or Caltrans and Contractor shall dispose of such animals.
2. Dispose of dead animals in a lawful manner using an appropriately qualified and licensed disposal company or method.
3. Develop a written disposal procedure that will include at least a weekly pick up of dead animals.

#### **I. Transferring animals into County Shelter**

1. If the Contractor desires to transfer animals into the County Shelter from nearby Bay Area animal shelters to assist when such shelters are dealing with an emergency, such as a natural disaster, Contractor shall do the following:
  - a) Request written approval from the County Program Manager of Animal Control and Licensing Manager or other designated County Contract Administrator. The County will respond to such requests in writing within 3 business days. In the event of a need to house animals for another county during a disaster, the County will respond within 24 hours. If the County grants such approval, the written notice of approval will state the maximum number of animals the Contractor is allowed to transfer in pursuant to that consent based upon factors including available shelter space. Detailed documentation on an appropriate Federal Emergency Management Agency (FEMA) form will be kept to record, on a daily basis, on the number of Contractor staff caring for the animals to include hours worked, along with supplies, as well as number of days sheltered for each animal. This will allow for reimbursement if declared a federal disaster, or reimbursement from other local jurisdictions.
  - b) Periodically, and only as space and resources allow, Contractor may purposefully transfer, house or bring into the County shelter animals from another animal shelter, partner group or agency within or outside the County to be housed in the County Shelter for the purpose of adoption at the Contractor's other shelter or location only if a monthly report is sent to the Program Manager of Animal Control and Licensing or their designee outlining the number of animals transferred into the shelter along with each animal's individual animal identification number. If Contractor plans on transferring in more than 30 animals a month Contractor will obtain written approval from the Program Manager of Animal Control and Licensing or their designee. Contractor will reimburse the County and Participating Cities for the costs of vaccines, preventative care, treatment, food, facility use and maintenance, and staff time to care for these animals. The cost will be calculated by the number of days that animal is housed at the County shelter at the rate of \$15 per animal per day. This rate may be adjusted annually, based on changes to Consumer Price Index and the Parties will meet and confer before the rate is adjusted. In addition to this daily rate, the Contractor will reimburse the County and Participating Cities for the actual costs of vaccines, flea treatment, dewormer, DTM cultures, canine heartworm and feline FIV/FeLV tests on a per animal basis. The Contractor will reimburse the County and Participating Cities each quarter of the fiscal year and will provide a report in a form reasonably satisfactory to the County and Participating Cities that details the fees owed pursuant to the applicable daily rate and any other applicable costs to be reimbursed to the County and Participating Cities. This obligation to reimburse the County and the Participating Cities does not apply to situations where an animal needs to be transferred in to the County shelter where the animal is held because of a bite or potential dangerous dog designation and where the incident occurred in San Mateo County, but the animal was first taken to another animal shelter. In such cases, the animal shall be classified as a "Transfer in" in the Chameleon software intake statistics.

Contractor will also reimburse the County and Participating Cities at the rate described above and shall reimburse the County and Participating Cities for the above-described expenses for any animal impounded by the nonprofit for a Cruelty case and housed at the County Animal Shelter. Detailed notes by staff must be entered into the Chameleon database (or any successor system) and should describe the reason for the animal being transfer back into the County shelter.

2. In cases where the Contractor transfers an animal back to the County Shelter for any reason, the Contractor will pay for the care of the animal and not use contract funds or staff being paid for by the contract. Detailed notes by staff must be entered into the Chameleon database and should describe the reason for the transfer back to the County shelter.

#### **J. Working with partner groups**

**Contractor will:**

1. Within 6 months of signing this Agreement, develop a Partner Group application for any shelter or Partner Group that would like to apply to take animals from the County Shelter. The application should also be available on Contractor's website.
2. Assign one (1) or more staff members to proactively contact Partner Groups and non-profit shelters in the County and throughout the Bay Area to encourage them to take animals whose medical or behavioral needs exceed available resources or who would otherwise be better served by being transferred to a Partner Group or to take animals that have been in the County Shelter for more than three (3) weeks past their stray hold or owner surrender intake date. If the Contractor desires, animals may be placed prior to the expiration of the three (3) week hold period. Contractor will decide which animals will be transferred to the Lantos Center for adoption.
3. As an alternative to euthanizing feral cats when cat caretakers are unavailable, will either 1) release the feral cats to an organization that will Trap-Neuter-Return (TNR) the cats, 2) TNR the cats themselves, or 3) develop a plan on how to handle feral cats to improve the live release rate (e.g. implementing a barn or working cat program).

#### **K. Vaccinating, deworming, flea prevention, photos, documentation**

**Contractor will:**

1. Complete health assessments of dogs and cats within 24 hours of the animal entering the County Shelter.
2. Complete behavioral assessments of dogs and cats within 4 days of the animal entering the County Shelter (not including the day of intake). Excluded: Dangerous animals, quarantined animals, animals in protective custody, euthanasia requests, exotic animals, fowl.
3. Conduct full body microchip scans and check for other forms of identification at the time of intake for all animals that can be safely handled.
4. Provide a photograph and description of each lost animal through public outreach activities (i.e., website) in order to locate the pet's owner as soon as possible.

5. Document animal's description (breed, sex, and age), health assessment, initial behavioral assessment, microchip, license, rabies, and any other pertinent information in Chameleon Data Management System (or any successor system) within 24 hours of receiving each animal.
6. Document complete behavioral assessment results in Chameleon Data Management System (or any successor system) within 4 days of receiving each animal (not including the day of intake).
7. Provide vaccinations, dewormers, and flea control when an animal enters the County Shelter as appropriate for their species, excluding animals that are unable to be safely handled or animals that are too sick/injured to receive this treatment.

**L. Keeping County Shelter clean and disinfected****Contractor will:**

1. Always maintain the kennel and animal care facilities in a humane and sanitary condition with a focus on these areas:
  - a) Cleaning and Disinfection. Use of disinfectants should be limited to those that are proven safe and effective for animal species sheltered at the County Shelter.
  - b) Surfaces and Drainage
2. Maintain stocks of disinfectants based on accepted industry standards to preserve function and effectiveness with regards to temperature and light exposure.
3. Update all written guidelines/documentation for use of disinfectants to reflect current practices as well as industry standards/recommendations.
4. Staff and volunteers shall receive training when guidelines have been updated and documentation of training shall be maintained.
5. Take commercially reasonable measures to maintain a pest-free shelter. Contractor will enter into, pay the costs of, and monitor on a recurring and scheduled contract for pest control services in and around the County Shelter.
6. Have written information available about zoonotic diseases for visitors, adopters and foster care providers.
7. Clearly mark enclosures of animals with suspected zoonotic disease to indicate the condition and any necessary precautions.
8. Provide periodic staff and volunteer training and information on the recognition of potentially zoonotic conditions and the means of protecting others from exposure. This shall be included in the policy and procedures.
9. Ensure the public does not have unsupervised access to areas where animals are isolated for zoonotic diseases.

**M. Providing enrichment****Contractor will:**

1. Provide kennel enrichment programs that provide every animal with an opportunity to be socialized and reduce stress while in the County Shelter.

**N. Euthanasia****Contractor will:**

1. Provide for the humane euthanasia and disposal of animals determined to be unhealthy, aggressive, or untreatable as determined by California law.

**O. Owner-requested euthanasia****Contractor will:**

1. Follow the basic matrix definition of Owner-Requested Euthanasia. The basic matrix definition of Owner -Requested Euthanasia can be found at: [https://www.shelteranimalscount.org/docs/default-source/dataresources/sac\\_basicdatamatrix.pdf](https://www.shelteranimalscount.org/docs/default-source/dataresources/sac_basicdatamatrix.pdf)
2. Contractor will pursue all reasonable measures to verify animal ownership prior to euthanasia.
3. Record and classify animals in the Chameleon software and in Live Release Rate calculations as "Owner Intended Euthanasia" if they are brought in to the shelter by their owners with the specific intention of using the Owner Requested Euthanasia service. When an owner wishes to surrender an animal for adoption and that animal is deemed unhealthy and untreatable, or aggressive after counseling by Contractor's staff based on information provided by the owner and the owner elects to surrender the animal for euthanasia, euthanasia service will be provided and will be classified as "Owner Surrender Euthanasia."
4. Decline to provide the owner-requested euthanasia service to treatable animals and will instead either accept and treat those animals, provide resources so the owner so they can keep and treat their animal, or refer the owner to another organization that will assist the pet owner, so they can treat the animal.
5. Offer private owner-requested euthanasia (including pet-owner witnessed euthanasia, when requested with regard to non-aggressive animals only) as a service at the County Shelter, if the animal is deemed unhealthy and untreatable, or aggressive.

**P. Documentation****Contractor will:**

1. Accurately complete, sign, and submit all necessary documentation of compliance in a timely manner.

**Q. Adoption of animals****Contractor may:**

1. Arrange adoptions onsite at the County Shelter to reduce the length of stay for animals and have other approaches to adoptions such as transferring animals from the County Shelter and moving them to their non-profit shelter or partner organizations for adoption. There is no set number of animals that need to remain up for adoption at any point in time at the County Shelter.

**Contractor will:**

2. Ensure that the public cannot come into contact with, or view, bite quarantine animals and aggressive animals that are considered a danger to the public.

## IV. FIELD SERVICES

### A. Respond to field service calls

#### Contractor will:

1. Respond to calls for Animal Field Services 24 hours a day, 7 days a week, 365 days a year as set forth in the below-described priority listing, unless otherwise noted below. Notwithstanding any other provision herein, Contractor shall respond on holidays and after regular business hours (9pm-7am) to call Priority 1 and 2 categories. If no calls in those priorities are pending the staff Contractor will respond to Priority 3 and 4 calls.
2. Contractor may receive and accept requests for service in person, via phone, email, text message, voicemail or fax. Contractor will have policies and processes in place to ensure that text messages, emails, voicemails and faxes are monitored and retrieved in a routine and timely fashion.

### B. Priority for Field Activities

1. **Priority 1:** Immediately respond to all emergency calls of the following types within one (1) hour of the receipt of the call from the reporting party:
  - a) Imminent threat to a person by an aggressive domestic, exotic or wild animal
  - b) A Public Safety agency request for immediate assistance
  - c) Possible rabid animal
  - d) Aggressive dog at large, or an aggressive dog that could cause harm to a human or an animal (e.g., an aggressive dog breaking out of a yard or has access off the property)
  - e) A dog that has bitten a human or that has attacked another animal and that remains at large
  - f) Major injury to dog, cat, or domestic animal
  - g) An animal in hot car or an animal that is otherwise in immediate danger
  - h) Dangerous animal permit violation that has occurred and the same animal remains a threat to person or property
  - i) Animals at large causing a traffic hazard (including livestock)
  - j) Rescue animals when the animal's life is in danger
  - k) Dogs harassing livestock if the livestock's life is in danger
  - l) When juveniles are present at a school grounds any bat, any aggressive animal, animal posing a risk to humans, sick or injured animals, dogs at large, or confined or trapped animal are present on the school grounds.
  - m) Request by a Public Safety Official or Fish & Wildlife officer to respond to a mountain lion or an escaped exotic animal that is an imminent threat to a person. Handling of these situations will be a joint response between the requestor and the Contractor. Contractor will be acting in an advisory capacity. Contractor is responsible for arranging a third party to

handle, transport and/or care for exotic animals. If a third party is retained by Contractor, said third party shall have lead advisory responsibilities. Public Safety Officials and/or Contractor will determine if Fish and Wildlife need to respond to the scene. Contractor will remain on the scene with requesting Public Safety Official until situation is resolved.

2. **Priority 2:** Respond without unnecessary delay, within (4) hours of receipt of the call from the reporting party:

- a) Dog, cat or domestic animal sick, or with minor injury
- b) Sick or injured wildlife
- c) All non-threatening Dangerous Animal permit violations
- d) Dog or cat in trap
- e) Animal in custody (stray confined)
- f) Pack of dogs
- g) Dead animal at a school between 7:00 AM and 8:00 PM (excluding holidays)

3. **Priority 3:** Respond without unnecessary delay within a maximum of 18 hours of receipt of the call from the reporting party and as soon as reasonably possible beforehand to the following situations:

- a) Animal at large (non-aggressive and non-threatening) in violation of local ordinance
- b) Rescue animals when the animal's life is not in danger
- c) Reports of animal bites or attacks where there is no longer an animal at large which is an immediate threat to persons or property.
- d) Dead animal pick-up
- e) Animal bite quarantines

4. **Priority 4:** Respond without unnecessary delay within 24 hours of receipt of the call from the reporting party:

- a) Stray patrol request
- b) Owned animal for relinquishment (based on special circumstances or special hardship situation)

5. **Priority 5:** If there are no calls pending in the other priority categories:

- a) Officers will patrol City and County parks and neighborhoods in areas accessible by Contractor's vehicle, and will maintain a patrol of no farther 500 yards from the vehicle.

6. Ensure that Animal Control and Humane Officers shall impound stray or confined dogs and cats and return them to the owner in the field, or transport to the animal to the shelter, as deemed appropriate by the Officer.

7. Provide a master schedule for Animal Control staff.

### **C. Enforcement of state and local animal control laws; Municipal code violations**

**Contractor will:**

1. Enforce all County and City ordinances pertaining to animals as outlined in Chapters 6.04, 6.12 and 6.16 of Title 6 of the San Mateo County Ordinance Code and enforce state statutes where applicable, except for number of animals per household or barking dogs, which are referred to the respective overseeing agency (code enforcement or law enforcement).

2. **Uniform Ordinances and Citation Authority.** County shall encourage the Participating City jurisdictions shown on Exhibit D to adopt and maintain animal control ordinances and fee schedules that are materially equivalent to the County's animal control ordinance and fee schedule. The animal control ordinances for all jurisdictions shown on Exhibit D should be substantially the same as the provisions of Chapters 6.04, 6.12, and 6.16 of Title 6 of the San Mateo County Ordinance Code, as amended, to be effective within the city limits. The fee schedule shall be the same as outlined in Chapter 6.04.290 of the San Mateo County Ordinance Code.

3. Enforcement of city ordinances which differ materially from the County ordinance need not be enforced by Contractor unless Contractor agrees that the ordinance does not conflict with its mission, and the city and Contractor mutually agree on the cost of services. Participating Cities agree to provide notice to Contractor of any changes to their City codes that would relate to additional or different Contractor responsibilities under this Agreement.

4. Upon request by a Participating City, the County, or residents of a Participating City or the unincorporated County, investigate complaints of animal related public nuisances, to those ordinance code violations enumerated in Chapter 6.04 of Title 6 of the San Mateo County Ordinance Code and similar city ordinances, with the exception of complaints regarding barking dogs.

#### **D. Citations**

##### **Contractor will:**

1. Develop a voidable animal license citation process for license violations, that affords the animal owner 30 days in which to register for a license and have the citation voided. Specifically, on all complaints involving stray or loose animals, municipal complaints and quarantines etc., if the animal owner living in San Mateo County does not have their animal licensed in San Mateo County, the Animal Control Officer ("ACO") will issue a voidable license citation to the animal owner.

2. Ensure that ACO/Humane Officers issue administrative and non-administrative citations for City, County or State violations. Written warnings can be issued for first offense minor violations only if the ACO/Humane Officers follow up within two weeks to ensure compliance with the written warning.

3. Record all citations and written warnings in the Chameleon (or any successor system) software system.

#### **E. Impoundment of animals**

##### **Contractor will:**

1. Impound all dogs caught at large, scan all dogs and cats, that are safe to handle, for microchips in the field and provide for field return to owner as deemed appropriate by the Animal Control Officer.

2. Except when responding to a Priority 1 or Priority 2 call or when responding to a Priority 3 or Priority 4 call in order to meet expected response times, ensure that when Animal Control Officers observe a violation of the Participating City or County ordinance, the Animal Control Officer will stop, contact the animal owners, and take appropriate actions, such as a written warning for first offense, or the issuing of a citation for subsequent violations.

3. Investigate and follow up with impoundment, citation, search and seizure warrant for animal bites, vicious/dangerous animals, and attacks in conjunction with respective City Attorney or County Counsel and/or County District Attorney.

4. Contractor shall impound animals in the regular course of its enforcement of City and County ordinances as necessary to protect the safety of persons and property, or the animal. In addition to its ordinary impoundment responsibilities under this Agreement, if Contractor receives a specific request from a City and/or County law enforcement agency, Contractor shall promptly impound any animal, whether the animal is on public or private property. Contractor shall obtain any necessary consent or warrant as required by law for all impoundments. In exigent circumstances, in which a warrant is not required because personal or public safety is at imminent risk, Contractor shall impound the animal immediately. However, in the event that Contractor determines that a warrant is necessary for the impoundment, Contractor shall promptly seek such warrant and take all steps necessary to ensure that the animal is secured in such a manner that it poses no threat to the safety of any person pending the impoundment.

In those limited situations in which Contractor reasonably believes that there is no violation, seizure is unlawful and there are no grounds for seeking a warrant despite the request by City or County law enforcement, Contractor's President and/or legal counsel shall promptly discuss the legal and factual basis for Contractor's determination with the Chief of Police or designee of the respective City (or County Sheriff or designee if applicable) and the County Animal Control Manager or designee, if available within one hour. If the City or County representatives are not available and/or there is still disagreement, and City or County law enforcement still requests impoundment, City or County law enforcement will seize the animal, and Contractor with thereafter take custody of the animal and impound the animal at the shelter. In these situations only, if the City or County law enforcement officer believes that a warrant should be applied for, but Contractor does not believe there are grounds for such warrant, the law enforcement officer shall supply the affidavit for such warrant and, at the request of the City or County law enforcement officer, Contractor shall seek the warrant from the court.

5. Contractor shall not release any impounded animals unless the owner of such animal, or another individual with express verbal or written authority from the owner to pick up the animal (and such authority has been directly conveyed to Contractor from owner), appears at the Contractor's facility, and pays the relevant impoundment, emergency medical treatment, and licensing/permit fees to redeem said animal. Fees may be billed under certain circumstances as outlined in Exhibit A. - VI. Operations – D. Administration – 1 Financial Systems.

#### **F. Transport of sick, injured animals**

**Contractor will:**

1. Ensure the transfer of any injured or sick animals to the animal shelter or veterinary emergency hospital, or ensure that the owner (if present) of the animal seeks medical treatment.

#### **G. Field euthanasia**

##### **Contractor will:**

1. Ensure that if euthanasia is necessary for a sick or injured wild animal while it is in the field, the euthanasia shall be conducted by trained personnel with necessary equipment. This service shall be available twenty-four (24) hours a day, seven (7) days a week, 365 days a year.

#### **H. Investigations for animal bites, dangerous & vicious animal cases**

##### **Contractor will:**

1. Conduct thorough investigations of dangerous or vicious animals, which shall include interviewing witnesses, collecting evidence, writing reports, taking photos, requesting related information and securing search warrants to impound a vicious or dangerous dog, making initial designations as dangerous or vicious, and testifying at hearings. This investigation should be completed, and the report and all supporting information presented to the County, at least three (3) calendar days ahead of the scheduled hearing. Contractor, pertaining to Contractor's duties as outlined herein, will follow the applicable County and Participating City ordinances.
2. Investigate municipal code violation complaints within the jurisdictional boundaries of the Participating Cities and the unincorporated County pertaining to Contractor's duties as outlined herein. This includes, but is not limited to, interviewing witnesses, collecting evidence, taking photos, writing reports, requesting related information and securing search warrants, issuing citations, and participating in hearings or court proceedings as needed for potential impoundment and/or prosecution. Officers will work closely with the City Attorney or County District Attorney as applicable.

#### **I. Removal of dead animals**

##### **Contractor will:**

1. Remove dead animals from the public right-of-way, except freeways and/or highways, which are maintained by CALTRANS.
2. Remove stray dead domestic animals from private property for no charge.
3. Remove owned domestic dead animals at the request of owner with a charge to the member of the public requesting the service, as set forth in the Fee Schedule. All such fees collected by the Contractor shall be remitted to the County.
4. Pick up and dispose of any dead animal on any street, sidewalk, school, or other public property.
5. In cases where animal contact meets the criteria for rabies testing, pick up dead or live wildlife on private property. In cases where animal contact meets the criteria for rabies testing, the Contractor will follow the rabies testing protocol.

6. Dispose of dead wildlife or domestic dead animals that are brought to the shelter. If a commercial wildlife removal or pest company wants to dispose of dead animals, they will have to enter into a contract with the County to pay for disposal fees.

7. If Contractor is unable to safely remove a dead animal, Contractor will hire a qualified third-party using contract funds to remove the dead animal.

#### **J. Quarantine of animals**

##### **Contractor will:**

1. Quarantine biting animals and enforce State Codes, California Rabies Compendium, and County guidelines relating to rabies control. This includes providing state-mandated rabies clinics.
2. Work with San Mateo County Health to jointly determine when an in-home bite quarantine is appropriate and will be made available.

#### **K. Dispatch**

##### **Contractor will:**

1. Provide radio dispatching to the field between the hours of 8:00am and 6:00pm on Monday through Friday and 8:00am and 5:00pm on Saturday, Sunday, and Holidays.
2. County shall provide radio dispatching to Contractor between the hours of 6:00pm and 8:00am Monday through Friday and 5:00pm and 8:00am Saturday, Sunday, and Holidays. The Contractor will pay the annual cost for County Radio Dispatch using funds paid to Contractor pursuant to this Agreement.
3. Have a system for phone calls to roll to another person in order to answer calls from the residents for the County. If there is more than one (1) Dispatcher on shift, the phone lines will be set up so the calls coming in roll between the multiple phones.
4. Have a line for law enforcement, fire, and other government officials to call on at all times when the contractors dispatch is open if they need service from the Contractor.
5. County shall maintain County-owned radio equipment as denoted in Attachment M County-Owned Radio Equipment.

## **V. VETERINARY MEDICAL SERVICES**

#### **A. Provide veterinary care for animals**

##### **Contractor will:**

1. Make medical decisions that balance both the best interest of the individual animals requiring treatment and the County Shelter population.
2. Ensure that the County Shelter medical services include, but are not limited to: animal exams, vaccinations, microchipping, dispensation of medications, disease prevention, surgeries (e.g. enucleations, amputations and wound repairs), emergency care of injured animals, euthanasia and coordination with other local, state and national agencies.

3. Ensure that Contractor's veterinary medical staff regularly monitor the status of individual animals and the population as a whole.
4. Have and apply written disease prevention and response policies and procedures. Disease response procedures should include measures to minimize transmission to unaffected animals or people and should ensure appropriate care of the affected animals. Procedures should include a treatment plan where decisions are based on a range of appropriate criteria, including the ability to safely and humanely provide relief, duration of treatment, prognosis for recovery, the likelihood of placement after treatment, the number of animals who must be treated and the expense and resources available.
5. Ensure that there is preventive health care appropriate for each species and include protocols that strengthen resistance to disease and minimize exposure to pathogens.
6. Ensure that medications and treatments are only administered with the advice of a veterinarian or in accordance with written protocols provided by a veterinarian, and all drugs are dispensed in accordance with federal and state regulations.
7. Whenever possible, ensure all veterinary care and treatments are recorded in Chameleon (or any successor system).
8. Microchip and spay/neuter all animals for adoption prior to pick up by new owner, as required by law, unless a veterinarian determines the procedure is not safe for the animal's health to be performed.
9. Have written policies regarding care and treatment of injured and sick animals and that are in alignment with State or local laws and address.

#### **B. Veterinarian medical licensing/registration**

##### **Contractor will:**

1. Maintain current premise permits and meet all veterinary licensing requirements as specified by the California Veterinary Medical Board and California and federal law.
2. Maintain licensure to dispense and supply shelter and field services staff with the controlled substances necessary for performance of field captures and euthanasia, including the monitoring and security of such substances.
3. Ensure that veterinary staff meet certification and/or license requirements set forth by the State of California. Staff includes veterinarians, registered veterinary technicians, and other licensed or certified personnel.

#### **C. Medical examination, treatment, and medication**

##### **Contractor will:**

1. Ensure that the veterinary staff 1) perform a medical examination upon arrival for all sick/injured animals, 2) direct and monitor the care of injured and/or sick animals, 3) adheres to and directs procedures to reduce or respond to the outbreak of infectious diseases, and 4) provide a medical exam for all animals (except those needing emergency care) within 24 hours of arriving at the shelter.
2. Provide for laboratory services including stool examinations, cytology, urine analysis, heartworm tests, FELV/FIV tests, electrolytes measurements, and blood counts, among other testing.

3. Ensure adequate and appropriate administrative controls are in place to monitor medications and medical supplies.

## VI. OPERATIONS

### A. Personnel

#### 1. Staffing

##### **Contractor will:**

- a) Hire personnel that are fully-qualified, authorized, licensed or permitted under applicable State and local law to perform such services.

#### 2. Contract Funding of Staff

##### **Contractor will:**

- a) Ensure all shelter, field, facilities and veterinary-related staff and managerial positions funded 100% by the Contract, spend 100% of their time working at the County Shelter, or providing other services to the County and Cities pursuant to this agreement (excluding disaster work, training, or meetings.) If one of these staff member works less than 100% of their time at the County shelter, the percentage of hours worked under the items of this Contract will be documented on a timesheet/time clock. Hours worked at another location will not be charged to Contract funds. If one of these staff members' time is divided between the County shelter and other sites, Contractor shall prioritize services denoted within this agreement. Contractor will include with the monthly invoice a report of the FTE hours worked at the County shelter by these staff members. An organization chart will be sent to the County annually that shows the Contractors entire organization including the percentages of time staff paid by the County shelter.

#### 3. Training

##### **Contractor will:**

- a) Annually provide a training plan that includes any certifications required by State laws.
- b) Be responsible for providing fully trained personnel in all aspects of performance, including proper animal care, animal handling, and enforcement procedures and techniques.
- c) Ensure all ACOs complete Penal Code 832 Arrest course or be appointed pursuant to California Corporations Code Section 14502 as Humane Officers, issue citations, receive ongoing training and maintain proper education, experience and/or certification within one (1) year of hire.
- d) Ensure all ACOs pass approved baton training at earliest feasible opportunity. No ACO shall use a baton until trained.
- e) Require all ACOs to be certified to perform euthanasia by injection as defined by California law. All ACOs will complete required training per state law.
- f) Require all staff that perform animal euthanasia to be trained pursuant to State law.
- g) Require staff members that have access or review documents, such as bite reports and human medical records, to complete HIPAA training.

#### 4. Volunteer Program

**Contractor will:**

- a) Have an active volunteer program to support the Animal Care and Control program and related activities. The County encourages the use of volunteer support in all aspects of the program unless prohibited by State law. The volunteer program will be guided by policies and procedures similar to those for Contractor's employees.
- b) Contractor should work to increase the volunteer to staff ratio as may be deemed appropriate by Contractor for specific programs.
- c) Carry insurance on volunteers, including coverage for volunteers at the shelter including but not limited to their interaction with animals.
- d) Outline how they will recruit and coordinate volunteers and assigned activities.
- e) Track volunteer hours and report numbers annually to the County.
- f) Outline which tasks the volunteers will be assigned to complete at the shelter.

#### **B. V.6.4. Vehicles**

##### 1. Acquiring /Replacement

**Contractor will:**

- a) Utilize funds paid to Contractor pursuant to this Agreement to acquire or replace vehicles.

##### 2. Vehicle Maintenance and Repair

**Contractor will:**

- a) Provide proof of automobile liability insurance covering all Contractor staff utilizing vehicles pursuant to this Agreement.
- b) Be responsible for all vehicle maintenance and repairs to be paid out of funds paid to Contractor pursuant to this Agreement.
- c) Utilize and maintain existing and replacement vehicles assigned for animal control activities.
- d) Provide a quarterly maintenance and repair report listing all vehicles and the service received.
- e) Ensure all vehicles receive routine maintenance as required by the manufacturer.
- f) Maintain all of the vehicles such that they remain in a safe, professional condition at all times. Records must be kept on all maintenance problems and mileage.
- g) Keep vehicles in good repair and ensure that there are no dangers to animals inside the vehicles that could cause injury such as sharp edges, gaps in doors etc.
- h) Clean and disinfect after an animal has been transported in the vehicle.
- i) Ensure all vehicles are kept clean on the inside and outside.

#### **C. Procurement**

##### 1. Inventory

**Contractor will:**

a) Maintain and provide to the County, within thirty (30) days of execution of this Agreement, a current inventory of all equipment paid for with non-contract Funds owned by Contractor or paid for in part with non-Contract Funds, used at the shelter and having a current fair market value of \$1,000 or more. Provide to the County, within six (6) months of signing the Agreement, an inventory of all durable equipment purchased using contract funds and having a current fair market value of \$1,000 or more.

## 2. Computer Hardware and Software

**Contractor will:**

a) Be responsible for the provision and replacement of County-owned hardware and software using contract funding, grants or private funds as long as all of the computer hardware located in the County Shelter purchased using contract funds is considered the property of the County. Items owned by the County will be listed in the annual inventory.

b) Maintain an inventory of purchased hardware and software.

c) Be responsible to provide server, internet connectivity and equipment to operate all computers within the shelter. This will include the set-up of the service for the equipment.

## 3. Operating Supplies

a) The Contractor shall be required to purchase all operating supplies for the purpose of any service provided under the terms of the contract with contract funds, County-directed donations or other funding sources directed solely to the County Shelter; the supplies will be and remain the property of San Mateo County.

b) County shall provide animal licensing tags for dogs, cats, animals held under a Dangerous Animal Permit, and animals designated as Service Animals.

**D. Administration**

## 1. Financial systems

**Contractor will:**

a) Have in place a process and have the capability to provide billing and provide activity reports to the County.

b) Contractor will not release any impounded animals unless the owner of such animal, or another individual with express written or verbal authority (such verbal authority having been conveyed to Contractor directly from owner) to represent the owner, appears at the Contractors facility, and pays all applicable impoundment, emergency medical treatment, and/or licensing/permit fees to redeem said animal. Exceptions may be made where efforts to collect said fees would, in Contractor's reasonable estimation, potentially jeopardize the safety of its staff, volunteers or facility. Contractor will alert the program manager of Animal Control and Licensing regarding the threat of harm to the staff.

c) Contractor will require license fees to be paid before the animal leaves the shelter.

d) Contractor will bill the responsible party if it is reasonably determined that they cannot pay the required fees at the time an animal is released. Contractor will use every effort to confirm that the responsible party is unable to pay fees. In the case of unaltered dogs, cats and

rabbits, fees will only be billed provided the responsible party agrees to have the animal spayed or neutered prior to the animal being released from the shelter.

e) Fees will only be transferred to the County for billing as a last resort. Any time a responsible party is billed, the responsible party shall be provided a detailed and clear itemized list of fees, as well as a letter on San Mateo County Health Department letterhead explaining how to pay owed fees and the potential for collections actions to follow.

## 2. Financial Audit & Operational Audit

### **Contractor will:**

a) Provide periodic updates on the annual external audit process, including information on the process which will be used to ensure the completion of audits. The completed written audit and opinions shall be supplied to the County by December 31st of each calendar year for the previous fiscal year.

b) Annually hire an independent auditor, who will conduct a fiscal year audit of all expenses and revenues and services noted above. The auditor must document and express an opinion on program revenues, expenses and units of service and must conduct audit in accordance with generally accepted auditing standards. The audit report shall also express an opinion regarding compliance with the financially related terms of the Agreement.

c) After completion of the audit, allow County or City personnel, or consultant to speak directly with the auditors in a joint session with Contractor.

d) Contractor shall use all commercially reasonable efforts to achieve economy, efficiency and effectiveness in performance of the services provided. Contractor and County will meet on occasion, as requested by County, but not to exceed more than once per year, to consider revisions which may be needed to the reporting forms created to document performance of the services provided. At any time during the term of this Services Agreement, but not to exceed one time annually, County may request, and Contractor shall provide additional detailed information concerning services performed under this Agreement for the purpose of a performance audit. The County shall make every effort to follow Generally Accepted Government Auditing Standards (GAGAS).

e) At any time during normal business hours and as often as the County may deem necessary, allow the County and/or representatives of the County to observe all Contractor's staff and volunteers in all areas of the County Shelter operation. County/City and/or representatives/contractor shall reasonably conduct themselves so as to not impede regular operations or functions. At no time will the County/City and/or representatives/contractor of the County direct the work of any Contractor staff in any manner.

f) At any time during normal business hours, with 24-hour notice from the County, and as often as County may deem necessary, provide to the County and/or representatives of the County records for examination with respect to all matters covered by this Agreement. Any records (e.g., personal employment) that would require notice to interested parties, shall be so noticed to the extent required by law prior to disclosure. Notice to Contractor shall not be required if the County has evidence of fraud or other misuse of contract dollars on the part of the Contractor; provided, however, that Contractor does not waive any privacy rights that individual employees may have. Nothing in this Services Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of information unrelated to the Services Agreement without the prior written consent of Contractor.

### 3. Documentation

**Contractor will:**

- a) Maintain for at least four (4) years after contract termination, and provide to County, or any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Services Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.
- b) Maintain for at least four (4) years after contract termination, and provide to County as requested records of animals impounded including the description of animal; date of receipt; date and manner of disposition; treatment received; name and address of person who redeemed animal; and fees, charges and proceeds charged and collected for redemption. Contractor will provide information regarding adopters and fees for those animals adopted at the County Shelter. Contractor shall record all vaccinations.
- c) Maintain a complete record on each animal within the Chameleon (or any successor system) database.

### 4. Quality Improvement

- a) Contractor shall have a Quality Improvement program to ensure maintenance of key documents, reporting, scheduling services and activities, staff performance, and customer service.

**E. Public services**

1. Contractor agrees to convene a Participating City Managers' or Police Chiefs Group at a minimum of once per year over the term of this Services Agreement.
2. Contractor shall convene an annual meeting with Contractor's Board of Directors, President of the organization, and a committee of Participating City and County elected officials upon request, at a minimum of once per year during the term of this Services Agreement to review work covered herein.
3. Contractor agrees that the President, Senior Vice President of Operations, Senior Director of Operations will meet monthly with the Program Manager of Animal Control and Licensing.
4. When the County responds to a public records request, it will also provide an exact copy to Contractor of the documents disclosed to the member of the public.
5. Contractor agrees to present an annual report and supporting documentation to the Board of Supervisors that addresses the performance of the contracted services set forth in this Agreement.

6. Public services include, but are not limited to: staffing the call center, providing and running a website, reunification of lost animals with owners, animal adoptions, animal transfers to partner organizations, adoption promotions, licensing services, vaccination and microchip clinics, media inquiries, citizen complaint resolution, public education and outreach, utilization of volunteers, and coordination with other local, state and national agencies. Services also include the proper collection and handling of financial transactions associated with fees, fines, donations, and contract payments.

7. Contractor will provide quarterly communication updates to the County and Cities for public release on their websites and within social media. This should include any information for residents on services provided by the Contractor.

**Contractor will:**

8. Issue animal licenses and or required permits and collect applicable fees for dogs and cats that are encountered at the County shelter.

9. Provide public hours at the County Shelter as follows: Shelter will be open 7 days a week with a minimum of 8 hours per day Monday-Friday (e.g. open 11:00AM-7:00PM) and 6 hours (e.g. open 11:00AM-5:00PM) per day on Saturday and Sunday. The shelter can be closed on major holidays (see attachment L – Peninsula Humane Society Holidays), provided, however that on such holidays, Contractor shall maintain the minimum staff necessary to care for the animals and respond to field activities. Shelter will be cleaned by 11 am and ready for public to enter during business hours.

10. Provide method(s) for customers to find and claim lost pets through the Contractor's website, call center, notification by mail and telephone.

11. Promote adoptions and licensing through a variety of outreach strategies, including public education and outreach opportunities that contribute to increasing the live release rate and decreasing pet overpopulation.

12. Ensure customers are provided with exceptional customer service by achieving a positive customer satisfaction rating according to a survey to be developed in conjunction with County approval and administered annually. The survey must include a customer feedback component to ensure continuous improvement.

13. Develop and maintain acceptance, tracking and resolution procedures for customer service complaints received regarding Animal Services. Provide initial response (e.g. phone call, email, in-person visit) to resident complaints within 48 hours of receipt, with intent to resolve within a reasonable period. County will be advised for sensitive or unusual complaints.

**F. Provide monthly low-cost vaccination clinics at the shelter**

**Contractor will:**

1. Hold at least one (1) monthly low-cost vaccine clinic at the County Shelter for the residents of San Mateo County. The Contractor shall sell licenses at the monthly low-cost vaccine clinics and all fees collected at the clinic will be remitted to the County.

**G. Issuing licenses**

**Contractor will:**

1. Provide online information on how pet owners can license their pets to include locations for purchase and web addresses.
2. Issue replacement tags to dog owners whose license tags are lost, stolen or damaged, for applicable fee.
3. License and/or issue required permits and collect for County all applicable fees for all dogs and cats that are encountered at the County Shelter as required by applicable ordinance.
4. Issue a one (1) or three (3) -year option for dog licenses to the general public as required by applicable ordinance/law and collect applicable fees for County.
5. Provide an online option on the Contractor's website (<https://www.petdata.com/> URL link to the County's current subcontractor, PetData, Inc.) to license or renew animal licenses.
6. Properly handle the collection, deposit, remittance, and refund of all money associated with service fees, fines, and contract payments.
7. Collect all fees documented in the ordinances.
8. Contractor shall remit to the County monthly any and all fees collected, pursuant to ordinance, as well as, vaccine and microchip clinic fees, and animal licensing fees.

**H. Software****Contractor will:**

1. Utilize the Chameleon (or any successor system) software and database animal sheltering information system for the purpose of tracking all animal intakes and dispositions, behavioral notes, all medical conditions and treatment (with the exclusion of some medical notes that are unable to be added to the database and can be handwritten), notes made by volunteers may be hand written, animal control field activities, animal control citations and written warnings, animal bites and bite quarantines and other data relevant to the management of the animal services operation. Contractor shall provide copies to the Participating Cities/County or contractor all written notes as well as data within the Chameleon (or any successor system) software upon request.
2. Be responsible for paying all of the Chameleon (or any successor system) software system fees for work related to the contract, including the County licenses, using contract funds. The Chameleon (or any successor system) license will list San Mateo County and Peninsula Humane Society & SPCA as the database owners. In the event of contract termination or expiration, each party shall receive an exact copy of the database information, and if any technical problems arise regarding that goal, each party agrees to use best efforts to achieve this result.
3. Ensure the "adoption" outcome in Chameleon (or any successor system) shall be utilized for private individuals who have adopted a pet with the intention that the animal is to be their permanent pet or the permanent pet of their friend, partner or relative. The "transfer" outcome in Chameleon (or any successor system) shall be utilized for Partner Group organizations and their designees that plan to temporarily hold the animal until it can be adopted to a private individual or that plan to provide a hospice type service for the animals.

4. Ensure every live animal goes through an intake process where a photo and description of each animal is added to the Chameleon (or any successor system) database. Core vaccinations, deworming and any necessary flea treatment for animals to be sheltered shall also be administered and documented in Chameleon (or any successor system) during the intake process. The photos of all stray animals impounded at the County Shelter shall be made available for viewing by the public on the Contractor's lost and found website page during the stray hold period. The photos of all adoptable animals past any necessary stray hold period kept at the County Shelter shall also be made available for viewing by the public on the Contractor's website.

5. Ensure all owner contact information and attempts to contact the owners of animals wearing a license or identification tag, a microchip or any other kind of identification must be recorded in Chameleon (or any successor system). Behavior notes and all other information regarding the animal shall also be recorded in Chameleon (or any successor system).

6. Contractor will record in the Chameleon database Activity Record field responses with staff going on scene to the location of the activity differently than they will non-field responses, such as leaving phone messages, phone conversations, radio conversations, mailing letters, or any other activities performed when staff is not physically on the scene of the location of the activity. Recording field and non-field responses differently will allow accurate response reports to be generated. Response time reports for the City/County will only include field service calls when field staff is dispatch to a scene to handle a priority 1-5 call. It will include the time call was received, time dispatched, time the staff arrived on the scene and time the staff cleared the scene and what action the staff took.

7. Ensure all dogs, cats, puppies and kittens in a litter, weaned or not weaned, shall always be provided with an individual animal ID number in Chameleon (or any successor system) that is counted in both intake and outcome statistics.

## **I. Disaster response**

### **Contractor will:**

1. Coordinate with County in the event of a disaster/declared state of emergency.
2. Provide assistance to residents, local law enforcement, fire agencies and the County of San Mateo Office of Emergency Services to evacuate, shelter, and care for animals in the event of a disaster.
3. Be activated by the County's office of Emergency Services in accordance with the County's Incident Command System.
4. Work with other groups within the County during a disaster to ensure animals are safely evacuated and proper care is provided.
5. Ensure that staff or a third-party organization is available to respond to a disaster and are trained in the handling and care of all animal species within the County.
6. Ensure that each staff member responding to the disaster completes necessary FEMA forms.
7. Participate in a minimum of one (1) full-scale disaster exercise with San Mateo County Health or the Office of Emergency Services annually.

8. When staffing is available, supply 1-2 staff members during disasters that can rotate into the emergency operations center as needed by the County.
9. Ensure that all staff and volunteers responding to the disaster have completed ICS 100 & 700, as well as trained to the animal care and handling standards of the Contractor.
10. Train with other non-profits and groups in the County on evacuations, sheltering set ups and communications during a disaster, etc.

**J. Mutual Aid**

**Contractor will:**

1. Respond during a disaster in other Counties when requested by the San Mateo County Emergency Operations Center. Shelter and Field services must continue to operate in San Mateo County when providing support to other jurisdictions. Contractor shall use reasonable efforts to make staff available to assist with mutual aid, as requested and, when the Contractor reasonably determines that it is unable to do so, shall promptly provide a detailed written explanation of why it is unable to do so.
2. Contractor will work directly with San Mateo County Health and EOC during a disaster for mutual aid needs or supplies.

**K. Recovery**

**Contractor will:**

1. Work with animal owners on the pickup of their animals that have been cared for during the disaster. Thirty (30) days of Shelter fees can be waived by Contractor due to the disaster and include documentation in the database. If that animal needs to be held longer and more fees should be waived, Contractor will get approval from the County.
2. For those animals that owners wish to relinquish, the Contractor will look at alternative placement options for the animals such as adoptions, foster homes, or partner groups.
3. Plan Continuity of Operations Plan (COOP)
4. Within six (6) months of signing the agreement, Contractor will create a COOP for the provision of all contracted services in the event of a natural disaster or other significant unanticipated event that might otherwise disrupt services. Plan to be provided to the County annually.

**VII. REPORTING**

Provider will provide the following reports as specified within the required time period.

Monthly Reports	DUE
1. Live animal intake kennel statistics (counts and percentages) by: Animal, including dogs, cats, other domestic animals, and wildlife, Intake type, including owner-surrender, confiscated, stray, owner-requested, Outcome, adoption, reclaim, transfer, euthanasia, died, missing, owner-requested	Upon Invoicing

euthanasia, etc. by Jurisdiction and summarized	
2. Dead animal statistics (counts and percentages) by: Animal, including dogs, cats, other domestic animals, and wildlife	Upon Invoicing
3. Field pick-up and drop-off: Jurisdiction and summarized, Patrol calls and response times by priority to include jurisdiction of the call and outcome	Upon Invoicing
4. Field activities response times are to be calculated from the time of the call for field service to when the Animal Control Officer arrive on the scene of the field activity. Report should include the minimum time, maximum time, average time, targeted time percentage per priority, both summarized and by jurisdictional location, and results.	Upon Invoicing
5. List of citizen complaints by jurisdiction and category, timeline for resolution, and associated outcome.	Upon Invoicing
6. Number of citations issued, categorized by ordinance and jurisdiction.	Upon Invoicing
7. Number of voidable license citations issues and number voided with the purchase of a license.	Upon Invoicing
8. Revenues collected by jurisdiction and type and summarized.	Upon Invoicing
9. Financial reports reflecting budget to actual comparison information for revenues and expenditures by line item. As an addendum to the financial report, a narrative outlining any foreseeable issues or operational changes that the Contractor believes may be necessary for approval by the County.	Upon Invoicing
10. Staff report on FTE percentage of hours spent at the County shelter.	Upon Invoicing
<b>Quarterly Reports</b>	<b>Due</b>
1. License sales performed by Contractor by species and type and jurisdiction with summary.	Upon invoicing for January, April, July, October
2. Rabies vaccination and microchipping clinics statistics, with summary of total vaccinations administered by species and type.	Upon invoicing for January, April, July, October
3. Dangerous & vicious animal cases by jurisdiction and outcomes.	Upon invoicing for January, April, July, October
4. Animal Control/Humane Officer training	Upon invoicing for January, April, July, October
5. Humane Investigation report to include number of calls, contacts, notices, citations, and number of cruelty/neglect cases submitted to the District Attorney/City Attorney for prosecution with outcome.	Upon invoicing for January, April, July, October

6. Maintenance and repair report listing all vehicles and the service received.	Upon invoicing for January, April, July, October
<b>Annual Reports</b>	<b>Due</b>
1. All monthly and quarterly statistics listed above compiled for an annual summary of animal statistics	Prior calendar year upon invoicing for February
2. Medical services staff training--list of staff, type of training, and dates of completion.	Prior calendar year upon invoicing for February
3. Field officer training - list of staff, type of training, and dates of completion.	Prior calendar year upon invoicing for February
4. Animal care staff training - list of staff, type of training, and dates of completion.	Prior calendar year upon invoicing for February
5. Annual dog and cat statistics in basic matrix format, including live release rates and the live release rate formula used.	Prior calendar year upon invoicing for February
6. Annual financial audit statement.	December 31st of the current year
7. Customer satisfaction rating survey results.	Prior calendar year upon invoicing for February
8. A Continuity of Operations Plan (COOP) for the provision of all contracted services in the event of a natural disaster or other significant unanticipated event that might otherwise disrupt services.	Prior calendar year upon invoicing for February
9. A written cost allocation methodology procedure. Methodology should consist of items such as how direct services, such as field and shelter personnel and supplies, cost are distributed vs administration personnel that may be used for other than County contract related services, if applicable.	Prior calendar year upon invoicing for February
10. A list of all current employed personnel by position paid for in full or part by the Contract with the salary/benefits and percent of FTE for each.	Prior calendar year upon invoicing for February
11. Personnel Organization chart with the percentage breakdown of FTE positions and number of FTE's. For those personnel whose responsibilities extend beyond the contract, the organizational chart will indicate the percent of full-time equivalence assigned to each staff member for the contract that will be correlated with the amount funded by the contract.	Prior calendar year upon invoicing for February
12. Detailed budget narrative outlining estimated revenues and expenditures for operating and capital needs, explanation of operational and financial changes requested from the prior year, major operation strategy shifts, and any other items necessary to provide the County with an understanding of the proposed spending plan for	Current fiscal year upon invoicing for August

the following year.	
13. Current policy and procedures (SOPs).	Prior calendar year upon invoicing for February
14. Contractor will notify the County by January 31st of each year the number of bite quarantines handled for the past calendar year, broken down by city, compared to the average number of quarantines for the prior three (3) calendar years and include data on in-home vs. shelter. Contractor will provide statistical information to the Animal Control & Licensing Manager sufficient to allow for completion of the Local Control Rabies Activity Report required by the State of California. The past years rabies information to be provided to the County no later than February 15th of each year.	January 31 <sup>st</sup> and February 15 <sup>th</sup> for prior calendar year
15. Provide the County with an inventory list of County owned equipment.	Prior calendar year upon invoicing for February
16. Number of spay/neuter surgeries provided to San Mateo County residents, transfer partners and shelter animals, number of spay/ neuter surgeries provided to residents outside of San Mateo County, divided by category, and total spay/neuter surgeries.	Prior calendar year upon invoicing for February
17. Humane Investigation report to include number of calls, contacts, notices, citations, and number of cruelty/neglect cases submitted to the District Attorney/City Attorney for prosecution with outcome.	Prior calendar year upon invoicing for February
18. Number of volunteers, hours and tasks performed.	Prior calendar year upon invoicing for February
19. Provide the County with an itemized list of all County fees collected.	Prior calendar year upon invoicing for February
20. Number and type of disaster trainings conducted, both within their organization and with other groups in the County.	Prior calendar year upon invoicing for February
21. Contractor to provide annually a detailed outline of what they will provide or do for kennel enrichment for all animals housed at the shelter.	Prior calendar year upon invoicing for February

## VIII. PERFORMANCE MEASURES

### Incentive Performance Measures

1. 85% of stray and owner-surrendered animals that go through their stray hold will be moved to a positive outcome within three (3) weeks of entering the shelter. Detailed description of reasons for not meeting this objective is required for animals not moved within three (3) weeks (with the emphasis looking to improve the positive outcome over the duration of the contract). Dangerous animals, quarantined animals and animals in protective custody are excluded.
2. 95% of rabies specimens will be delivered to the San Mateo County Public Health Laboratory within 48 hours of arriving at the shelter. Detailed description is required in the notes in the Chameleon (or any successor system) software for animals not delivered within 48 hours
3. 95% of all animals entering the shelter will be administered vaccinations, dewormer, and flea control as appropriate for their species.
4. All animals receive a health assessment within 24 hours of the animal entering the shelter.
5. All dogs and cats receive an equitable full behavioral assessment no longer than 96 hours of the animal entering the shelter (not including the day of intake). Detailed description is required for animals not receiving a complete behavioral assessment. Excluded: Dangerous animals, quarantined animals, animals in protective custody, euthanasia requests, exotic animals, and fowl.
6. 95% of all priority 1 calls are responded to within 1 hour of the reporting party calling Dispatch.
7. 95% of all priority 2 calls are responded to within 4 hours of the reporting party calling Dispatch.
8. 90 % of all priority 3 calls are responded to within 18 hours of the reporting party calling Dispatch.
9. 85% of all priority 4 calls are responded to within 24 hours of the reporting party calling Dispatch.
10. Monthly reporting of the number of citations issued to animal owners. A detailed explanation is required for  $\pm 15\%$  variation in the measure.
11. Monthly reporting of the number of citations voided due to license purchase.
12. Provide monthly reporting on the number of animals euthanized in the field by species type and jurisdiction.
13. 100% of investigative reports including available witness statements, photos, videos, veterinarian bills, medical bills, bite reports, and police reports to the County within 3 calendar days prior to a hearing, excluding weekends and holidays.
14. 90% of dead animals are removed within 18 hours.
15. 90% of all quarantines will be responded to within 18 hours of the reporting party either calling Dispatch or a faxed bite report being received.
16. Dispatchers answer 90% of calls to Dispatch in less than 2 minutes and have no more than a 10% abandoned call rate.
17. Contractor will report quarterly and annually how many cruelty cases have been investigated and the number of cases sent to the District Attorney or City Attorney for prosecution.
18. All live animals entering the shelter with a non-urgent medical issue are examined by veterinarian/technician within 24 hours. Examinations may be visual for animals that are unsafe to handle. A detailed explanation is required for  $\pm 10\%$  variation in the measure.
19. All officers will be trained as per state law within 1 year of hire date.
20. All staff that have access to human medical documents must be HIPAA trained by the Contractor within 30 days of hiring.

21. Provide initial response (e.g. phone call, email, in-person visit) to resident complaints within 48 hours of receipt, with intent to resolve within a reasonable period. No more than a 10% variance
22. 5% increase in the number of pets receiving a rabies vaccination at monthly vaccine clinic based upon the prior fiscal year's measure.
23. Number of pets receiving a license during the vaccine clinics shall increase 10% each year by using a baseline the prior fiscal year and for each consecutive year throughout the term of the contract.
24. Contractor shall only report out for response times those field activities logged into Chameleon (or any successor system) those that are dispatched to field staff and when they arrive on scene to the location of the activity. If other field services activities, such as phone calls, emails or text messages are logged into Chameleon (or any successor system) they will not be counted in the response time report.
25. Written audit and opinions shall be supplied to the County by December 31st of each calendar year for the previous fiscal year.

### **Non-Incentive Performance Measures**

26. All received animals will receive a microchip scan. Detailed description is required for animals not receiving a microchip scan
27. Contractor to provide annually a detailed outline of what they will provide or do for kennel enrichment for all animals housed at the shelter.
28. Contractor will have written policies and procedures on euthanasia with a goal of ensuring that non-aggressive and healthy or treatable animals that enter the shelter system are not euthanized and that such animals are given a positive outcome through redemptions, adoptions and transfers to other organizations.
29. Contractor will have comprehensive written policies and procedures on Field Services. Policies and procedures should include proper care and handling of animals, emergency response procedures, how animals are placed into the vehicle, how officers will keep animals protected from the heat and cold in their vehicle, and standards for cleaning and disinfecting vehicles.
30. Contractor will have comprehensive written policies and procedures on Veterinary Medical Services. Policies and procedures should include proper care of injured and sick animals
31. All staff that will be euthanizing animals shall be trained per state law prior to performing euthanasia.
32. All staff and volunteers that will be responding to or caring for animals during a disaster shall take the ICS 100 & 700 online classes.
33. Contractor will be 100% in compliance with documentation outlined in this contract of animals entering the shelter. The County program manager of Animal Care and Control may conduct annual reviews of animal records.
34. Contractor shall maintain books, records, reports and accounts adequate to allow County and/or the auditor to fully evaluate, assess and audit Contractor's performance of services and use of contract funds under the Agreement, and allow inspection of same by County at any time with 24 hour notice, as outlined in this Agreement
35. Contractor shall use reasonable efforts to make staff available to assist with Mutual aid, as requested and, when the contractor reasonably determines that it is unable to do so, it shall promptly provide a detailed written explanation of why it is unable to do so:
36. Contractor will have comprehensive written policies and procedures on the Volunteer Program. Contents of the policies and procedures should include, but not be limited to, the application form and process, job descriptions, selection and supervision, orientation and training, performance reviews, outline allowable and non-allowable activities, and a process for dismissal.

**Exhibit B**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

**The total amount that the County shall be obligated to pay for services rendered in this agreement shall not exceed THIRTY TWO MILLION FIVE HUNDRED FORTY EIGHT THOUSAND NINE HUNDRED EIGHTY NINE DOLLARS AND NINETY ONE CENTS (\$32,548,989.91). The county shall pay the contractor in accordance with the following terms:**

**A. Budget**

1. Fiscal Year and Amount
  - a) 2021-22: \$6,189,290.95
  - b) 2022-23: \$6,327,480.28
  - c) 2023-24: \$6,499,455.67
  - d) 2024-25: \$6,674,024.00
  - e) 2025-26: \$6,858,739.01
2. All funds paid to Contractor pursuant to this Services Agreement shall be used by the Contractor to meet its obligations herein.
3. A detailed proposed budget is included as Exhibit F.
4. An additional amount of \$100,000 annually will be included in the total budget to provide an incentive. Ability to access incentive funds will be determined based on:
  - a) Should the Contractor achieve all 25 of the incentive performance measure targets the Contractor will receive 100% of incentive (\$100,000).
  - b) Should the Contractor achieve 90% (23) of incentive performance measures the Contractor will receive \$75,000.
  - c) Should the Contractor achieve 80% (20) of incentive performance measures the Contractor will receive \$25,000.

**B. Incentive Money**

1. Incentive money is to be used to benefit the animals in San Mateo County (i.e., additional micro-chipping & vaccine clinics, mobile spay and neuter, disaster equipment, etc.) and Contractor will provide a summary report on how the incentive money was spent.

**C. Cost Overruns**

1. During any fiscal year of this Services Agreement, if the costs necessary and incidental to Contractor's provision of services hereunder are greater than could have been reasonably anticipated, Parties hereto shall meet to discuss what steps should be taken. In no event shall the County provide additional reimbursement for costs overruns without approval of the Board of Supervisors and contracting Cities' representatives.

2. If county or state laws are passed during the term of this Services Agreement that require a greater level of service, County agrees to negotiate in good faith with Cities and Contractor to reimburse Contractor for additional costs associated with implementing the new laws. Should such amendments result in significantly increased costs to Contractor, Parties agree to negotiate in good faith to agree on appropriate reimbursement. If Parties are unable to agree on reimbursement costs, Contractor shall document the increased costs and submit to the County Controller. The Controller will conduct an independent audit. Parties agree to accept the Controller's determination of any increased costs.

3. If current state laws are amended, repealed, otherwise changed or suspended during the term of this Services Agreement that reduce, increase, alter, or remove existing relevant mandates, County may require Parties to meet to discuss possible financial and operational impacts of levels of service per the change in law, including but not limited to any decrease in contract amounts paid to Contractor. If, within 90 days, Parties reach mutual agreement as to how to proceed as a result of the change in law, it shall be memorialized as an amendment to this Services Agreement. If, after no less than ninety (90) days, Parties do not reach mutual agreement as to how to proceed as a result of the change in law, the County Controller will conduct an independent audit. Parties then have the option to accept the Controller's determination. Should Parties decide not to accept the Controller's determination, Parties have an additional thirty (30) days to determine whether they wish to exercise early termination of this Services Agreement, as set forth below. Parties' failure to exercise this early termination option at the end of this thirty (30) days results in this Services Agreement continuing without change or amendment for the duration of the term determined by Section 9 Term and Termination of this Services Agreement. Should either Party chose to exercise this early termination option, the Party shall do so by providing three-hundred-sixty-five (365) days prior written notice to other Party of its decision to terminate.

#### **D. Modifications to the Budget or Payments**

1. Any changes to the budget in Exhibit F must be requested in writing to the County no later than February 1 of the prior fiscal year for approval and a possible contract amendment by March of that year.
2. In the event that funds provided under this Agreement are expended prior to the end of the contract term period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
3. In the event that funds provided under this Agreement are not expended prior to the end of a fiscal year, Contractor shall have the opportunity to request funds no later than February 1 of the prior fiscal year to be used in the subsequent 12-month period with clear explanation for how those additional funds would be expended, and the County shall determine what amount of rollover funds will be available by March of the year.

#### **E. Budget Monitoring and Exceptions**

1. Revenue accounts shall be established for each service and shall be maintained separately by Contractor.

#### **F. Method of Payment and Invoicing**

1. Within 20 business days of the end of each month, Contractor must submit an invoice of actual costs for provision of services provided in Exhibit A for the prior month.

a) For the month of June each year, the following deadlines for invoices exist. Specific dates for each fiscal year close will be confirmed in May of that year.

- (1) June 18, 2022
- (2) June 17, 2023
- (3) June 15, 2024
- (4) June 21st, 2025

For the FY of July 2021-June 2022, Contractor may submit one initial invoice to the County by July 5<sup>th</sup>, 2021 in the amount of \$500,000 as an advance payment for the fiscal year. The Contractor will reconcile this one-time advance payment on or before the September invoice. a) A similar arrangement for a one-time annual advance payment in July for each fiscal year will be in place.

2. Other than the advance payments in July of each year, which are reconciled by September of each year, Contractor will only invoice for actual costs.
3. Within 20 business days of the termination or expiration of the contract, Contractor must submit a final invoice and refund to County any advanced funds in excess of actual costs. In no event, however, shall County's annual fiscal obligation under this Agreement exceed the amounts noted in Exhibit B Section A. Budget 1. Fiscal Year and Amount.
4. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County or credit a portion of such advance payments to the County. Contractor is not entitled to payment for work not performed as required by this Agreement

a) Invoices are to be sent to:

Lori Morton-Feazell  
 San Mateo County Animal Control and Licensing  
 225 37th Ave, PONY PBH319ACL  
 San Mateo, CA 94403  
 650-573-3726  
 lmorton-feazell@smcgov.org

b) All invoices should reflect the "Staff report on FTE percentage of hours spent at the County shelter" and shall include:

- (1) Total amount of expenses incurred
- (2) A breakdown of those expenses according to budget categories included in Exhibit F
- (3) A payroll report of positions identified in the annual organizational chart
- (4) Associated reports on performance metrics
- (5) A description of any accomplishments or challenges in providing services or changes to service provision.

5. Additional supporting documentation is not required to be submitted with invoices, however, the County can request supporting documentation on demand.

**G. Signature Claims Certification and Program Integrity**

1. Anytime Contractor submits an invoice to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the invoice is true and accurate by stating the invoice is submitted under the penalty of perjury under the laws of the State of California.
2. The invoice must include the following language and signature line at the bottom of the form(s) and/or cover letter used to submit the invoice.
3. "Under the penalty of perjury under the laws of the State of California, I hereby certify that this claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at \_\_\_\_\_ California, on \_\_\_\_\_ 20\_\_\_\_  
Signed \_\_\_\_\_ Title \_\_\_\_\_  
Agency \_\_\_\_\_"

**Exhibit C**  
**Excluded Services**

- 1) Enforcement of regulations regarding the number of animals per household.
- 2) Removal and/or disposal of dead marine animals.
- 3) Pick up of baby birds.
- 4) Pick up of dead animals (deer, wildlife or domestic) from freeways or highways (1, 35 (Skyline Blvd.), 82 (El Camino Real), 84 (Woodside Road), 92, 101, 109, 114, 230, 280, 380). Freeways and highways are maintained by CALTRANS.
- 5) Respond to barking dog complaints or animal noise nuisance complaints.
- 6) Respond, whether dead or alive, to marine mammals/fish
- 7) Routine patrol of leash-law enforcement in parks, beaches, and other public places when other priority calls are pending. When there are no priority calls pending, Contractor will respond to complaints, calls, and observed violations regarding off-leash dogs in parks, beaches, and other public places where off leash dogs are not allowed, in areas accessible by Contractor's vehicle, and will maintain a patrol of no farther 500 yards from the vehicle.
- 8) Under no condition shall a dangerous or vicious animal designation when determined in accordance with relevant County or City ordinance, placed on an animal by a law enforcement officer of any contract area as shown in Exhibit B to be overridden by Contractor. In cases where the contract area law enforcement officer is designating the animal as dangerous or vicious, Contractor's responsibility is limited to testifying as may be needed regarding prior history with animal and/or owner.
- 9) Contractor will not accept animals at the County Shelter facility which belong to non-San Mateo County residents, unless an emergency arises requiring surrender of an animal. The County Shelter may accept stray animals that were found outside of San Mateo County. The Contractor shall attempt to immediately transfer the stray animal to the proper shelter in the County where it was found in a commercially expeditious manner.
- 10) Respond to pest-control issues (e.g., infestations, perceived or real, of rats, mice, insects, gophers, wasps, or spiders, etc.)
- 11) Investigate dog vs. dog incidents at County and/or City or other approved off-leash dog areas including dog parks, beaches, public parks, etc. Contractor will investigate dog vs. dog incidents at approved off leash dog areas as defined in the Ordinance.
- 12) Investigation of Animal Cruelty cases. This will be funded by the contractor's non-profit organization. Contractor will ensure that the Humane investigators attend an annual training with the District Attorney's office and send a report annually on the number of cruelty cases investigate along with the number of cases sent to the District Attorney for prosecution. In the event that Contractor determines that its donor funding levels have been reduced to the level that it cannot sustain the Cruelty/Neglect program, the parties agree to meet and confer about whether or not to amend this Agreement to allow for County and City cost sharing to support the program, or the County and cities taking over responsibility for the costs of the program.
- 13) Spay & Neutering of Animals being placed for adoptions and low-cost surgeries for the public. This will be funded by the contractor's non-profit organization. Annually a report will be sent to the County that includes number of public and adoptable animal surgeries and number of surgeries performed for County residents and non-residents.
- 14) Care, treatment and rehabilitation of wildlife.

**Exhibit D**  
**Contract Areas**

The unincorporated County and the following Cities have contracted for services pursuant to this Services Agreement:

Atherton  
Belmont  
Brisbane  
Burlingame  
Colma  
Daly City  
East Palo Alto  
Foster City  
Half Moon Bay  
Hillsborough  
Menlo Park  
Millbrae  
Pacifica  
Portola Valley  
Redwood City  
San Bruno  
San Carlos  
San Mateo  
South San Francisco  
Woodside

**Exhibit E**  
**Fees to be Collected for Services Provided**

In consideration of the payments set forth in Exhibit B, Contractor shall make every attempt to collect all of the following fees from the responsible party. Contractor has no authority to negotiate, waive, or retain fees.

**A. The following are fees as outlined in the applicable County or City Fee Ordinance are to be charged and collected by the Contractor to the party taking responsibility of the animal and then sent on a weekly basis to the County by the Contractor.**

1. Licensing revenue is to be itemized by jurisdiction and category type in a format provided by the County.

a) All licensing fees as shown in San Mateo County ordinance 6.04.290 (a) and comparable City ordinances, including late fees whenever applicable.

**B. The following are fees as outlined in the applicable County or City Fee Ordinance are to be charged and collected by the Contractor to the party taking responsibility of the animal and then sent on a monthly basis to the County by the Contractor.**

1. All redemption charges as shown in San Mateo County Ordinance 6.04.290 (b) with the following limitation:

a) Impound charges and board costs for all animals except wildlife, unless wildlife is legally under permit for possession by a private citizen, including Vincent Bill Unaltered impound fees;

b) Transportation and trailing costs for equine, swine, bovine, sheep, goats, and any other animals Contractor deems advisable to move by trailer; and

c) Animal rescue costs on private property.

2. All surrender, euthanasia and dead on arrival disposal fees, as shown in San Mateo County Ordinance 6.04.290 (c).

3. Quarantine fee – Home, as shown in San Mateo County Ordinance 6.04.290 (d).

4. Dangerous Animal Permit – permit, inspection, and signage fees, as shown in San Mateo County Ordinance 6.04.290 (e), (f), and (g).

5. Field Return fees, as shown in San Mateo County Ordinance 6.04.290 (h).

6. Breeding and Fancier Permit fees, as shown in San Mateo County Ordinance 6.04.290 (i) and (j).

7. Return check fees, as shown in San Mateo County Ordinance 6.04.290 (k).

8. Record request fees, as shown in San Mateo County Ordinance 6.04.290 (l).

9. Administrative hearing fees, as shown in San Mateo County Ordinance 6.04.115 (f) or the applicable city ordinance.

10. Fees collected for dead animal pick-up in public areas and disposal; trap rental; dead animal pick-up on private property; and citation clearance.

**C. Uncollectable Fees**

1. Contractor has no legal authority to negotiate, waive or retain fees for services unless provided by the applicable ordinance. Contractor shall collect all fees at the time of service or prior to release of impounded animal or release otherwise authorized per this Agreement.
2. Contractor shall use all reasonable efforts to collect the fee from the responsible party at the time the animal is returned to the owner or the owner's representative, and shall not release the animal until fees are paid unless refusing to release the animal would, in Contractor's reasonable estimation, potentially jeopardize the safety of its staff, volunteers or facility.
3. Contractor will provide responsible party with a form provided by the County and agreed to by Contractor. Form will acknowledge debt for services provided by Contractor by executing said form with responsible parties' signature. Parties shall meet when necessary to agree upon the form.
4. If fees remain uncollectable after reasonable efforts, Contractor will send the following to the County on a monthly basis:
  - a) Excel spreadsheet showing the following:
    - (1) *Responsible party's name, address, and telephone*
    - (2) *Service provided and fee charged by Contractor*
    - (3) *Reason Contractor was unable to collect fee at the time of service*
  - b) Itemized invoice
  - c) Returned check, if applicable

**Exhibit F**  
**Five-Year Budget (PROPOSED IN RFP)**

<b>Entity Name: Peninsula Humane Society</b>						
	<b>Year 1 Budget</b>	<b>Year 2 Budget</b>	<b>Year 3 Budget</b>	<b>Year 4 Budget</b>	<b>Year 5 Budget</b>	<b>Grand</b>
<b>Budget Category</b>	<b>Total</b>	<b>Total</b>	<b>Total</b>	<b>Total</b>	<b>Total</b>	<b>Total</b>
Personnel	\$3,432,241.20	\$3,529,662.03	\$3,635,551.89	\$3,744,618.44	\$3,856,957.00	<b>\$18,199,030.55</b>
Fringe	\$1,120,626.75	\$1,152,434.65	\$1,187,007.69	\$1,222,617.92	\$1,259,296.46	<b>\$5,941,983.48</b>
Operating Expenses	\$1,139,500.00	\$1,162,290.00	\$1,185,535.80	\$1,209,246.52	\$1,233,431.45	<b>\$5,930,003.76</b>
Equipment	\$78,200.00	\$79,764.00	\$81,359.28	\$82,986.47	\$90,058.36	<b>\$412,368.10</b>
Subcontracts	\$387,080.00	\$373,221.60	\$379,486.03	\$385,875.75	\$392,393.27	<b>\$1,918,056.65</b>
Other Costs	\$31,643.00	\$30,108.00	\$30,514.98	\$28,678.90	\$26,602.48	<b>\$147,547.36</b>
<b>Total Expenditures</b>	<b>\$6,189,290.95</b>	<b>\$6,327,480.28</b>	<b>\$6,499,455.67</b>	<b>\$6,674,024.00</b>	<b>\$6,858,739.01</b>	<b>\$32,548,989.91</b>

**Attachment H**  
**Health Insurance Portability and Accountability Act (HIPAA)**  
**Business Associate Requirements**

**I. DEFINITIONS**

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) sections 160.103, 164.304, and

164.501. All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
- b. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
- c. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- e. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- f. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- g. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- h. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 164.503 and is limited to the information created or received by Business Associate from or on behalf of County.
- i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI is presumed to be a breach, unless it can be demonstrated there is a low probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:
  1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
  2. Identity of the unauthorized person or to whom impermissible disclosure was made;
  3. Whether PHI was actually viewed or only the opportunity to do so existed;
  4. The extent to which the risk has been mitigated.
- l. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

- m. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- n. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

## **II. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE**

- a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.
- d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
- e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

- m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
- n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.
- q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

### **III. PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE**

Except as otherwise limited in this Schedule, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

### **IV. OBLIGATIONS OF COUNTY**

- a. County shall provide Business Associate with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

### **V. PERMISSABLE REQUESTS BY COUNTY**

County shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if so requested by County, unless the Business Associate will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Business Associate.

### **VI. DUTIES UPON TERMINATION OF AGREEMENT**

- a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or received by Business Associate on behalf of County, that Business Associate still maintains in any form.

This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

## **VII. MISCELLANEOUS**

- a. Regulatory References. A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. Survival. The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.
- d. Interpretation. Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. Reservation of Right to Monitor Activities. County reserves the right to monitor the security policies and procedures of Business Associate.

**Attachment I**  
**Fingerprinting Certification Form**

**DATE:** July 1, 2021

**AGREEMENT WITH:** Peninsula Humane Society & SPCA

**FOR:** Peninsula Humane Society & SPCA

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Contractor will require records of fingerprinting and background checks for program staff in sensitive positions including animal control officers, humane officers, and staff who treat animals with controlled drugs or perform euthanasia.

**NAME:** Anthony Tansimore

**TITLE:** President

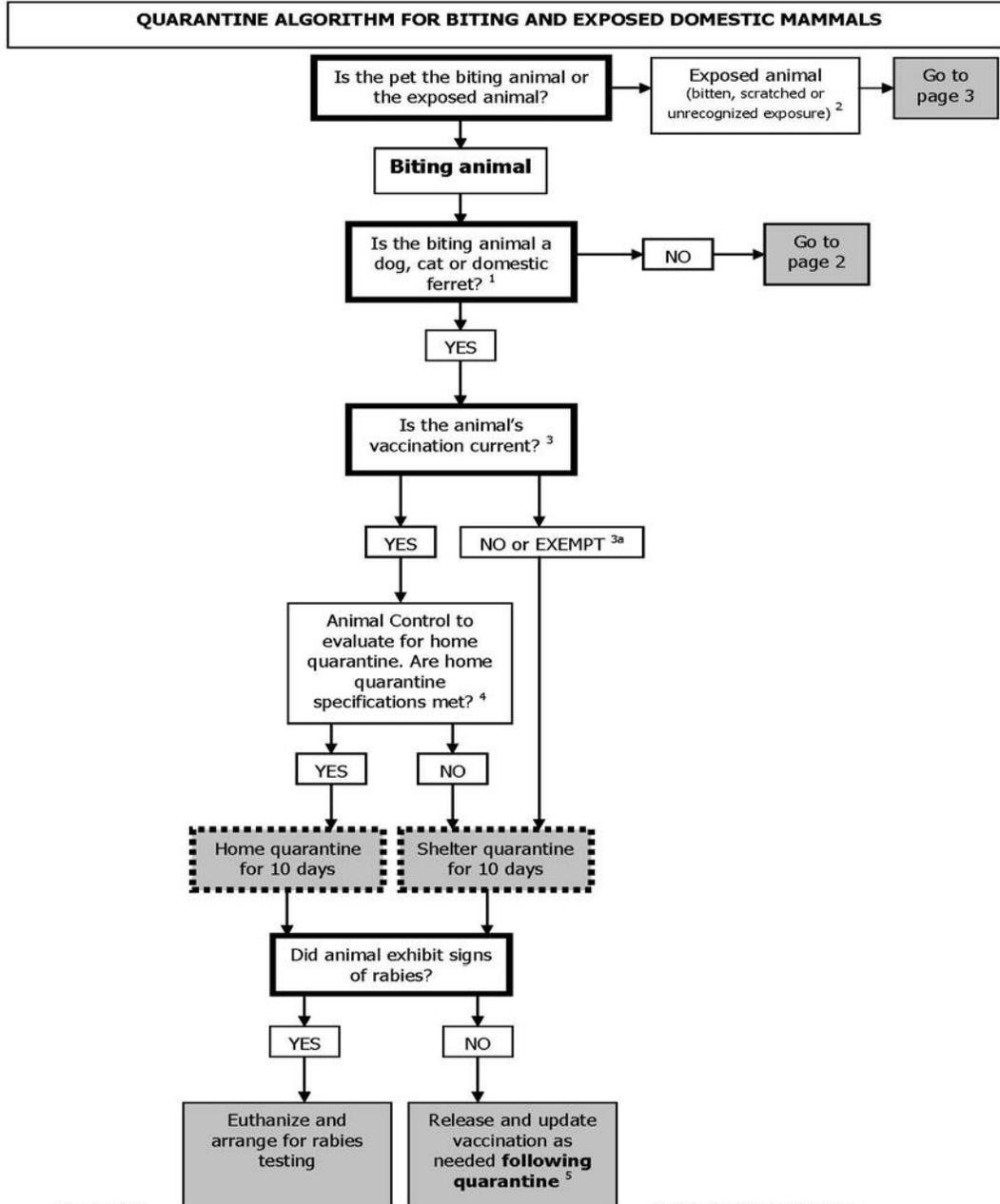
**SIGNATURE:**

DocuSigned by:  
*Anthony Tansimore*  
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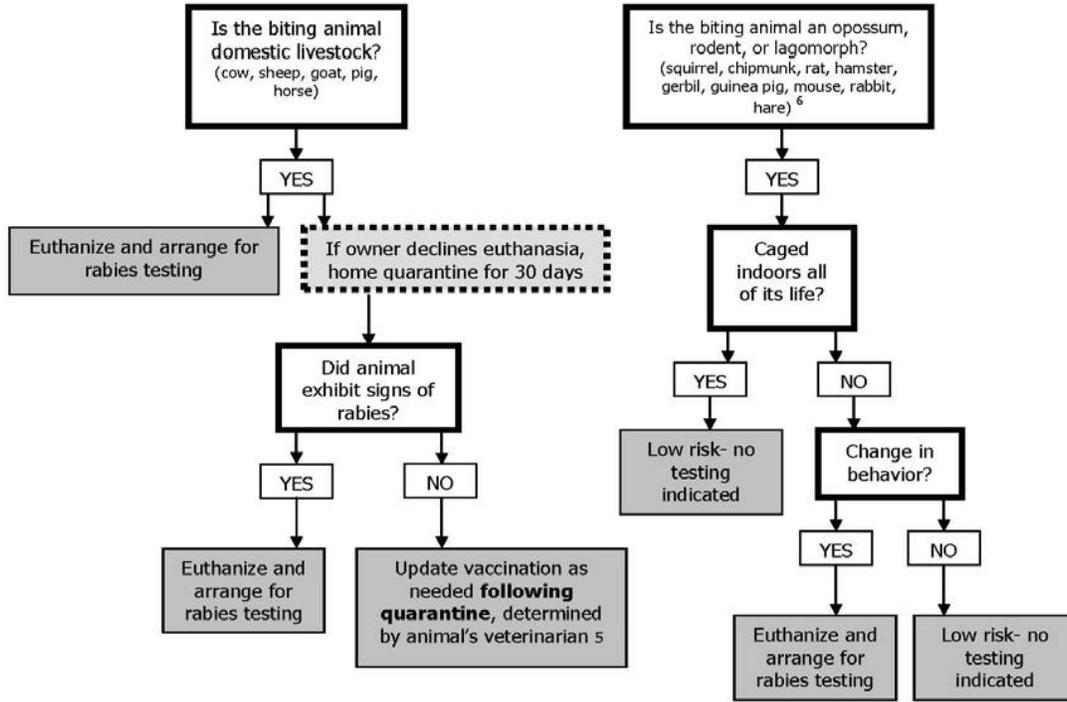
**DATE:**

5/6/2021 | 4:03 PM PDT

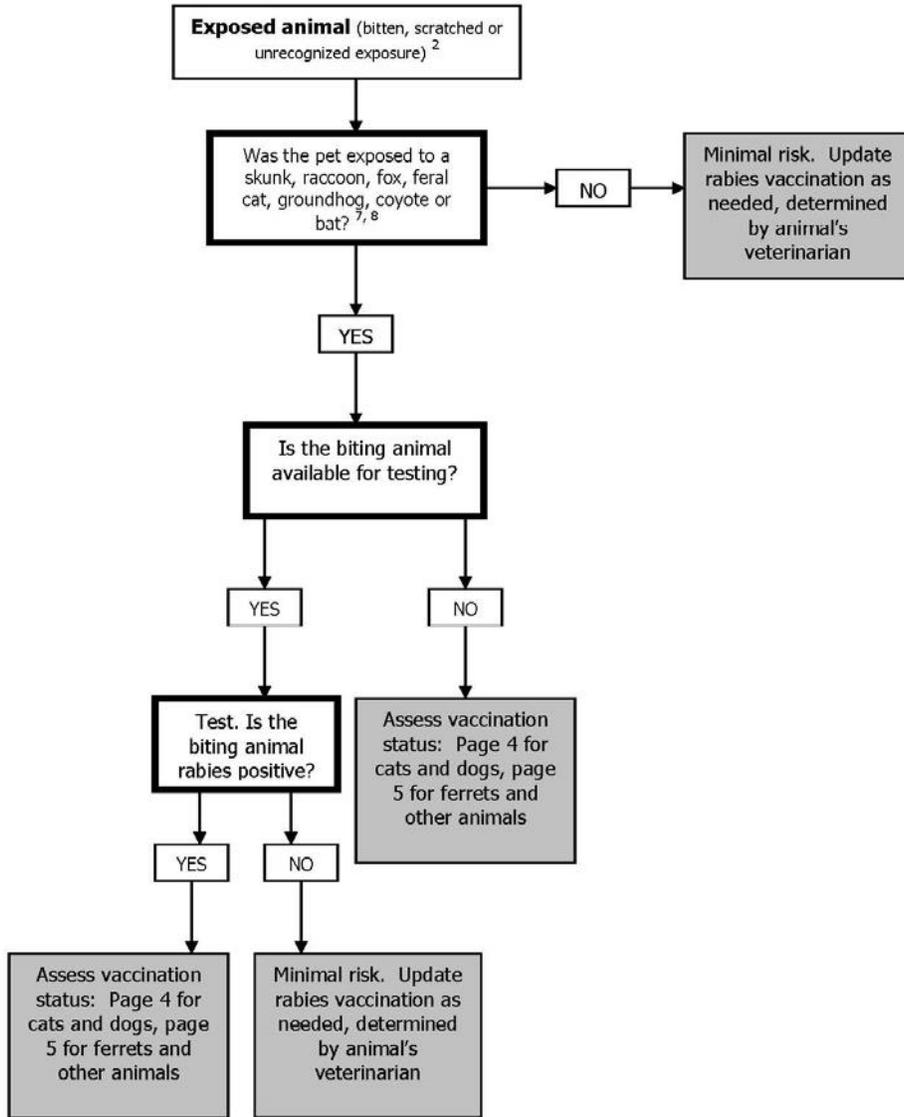
**Attachment J  
Rabies Algorithm**



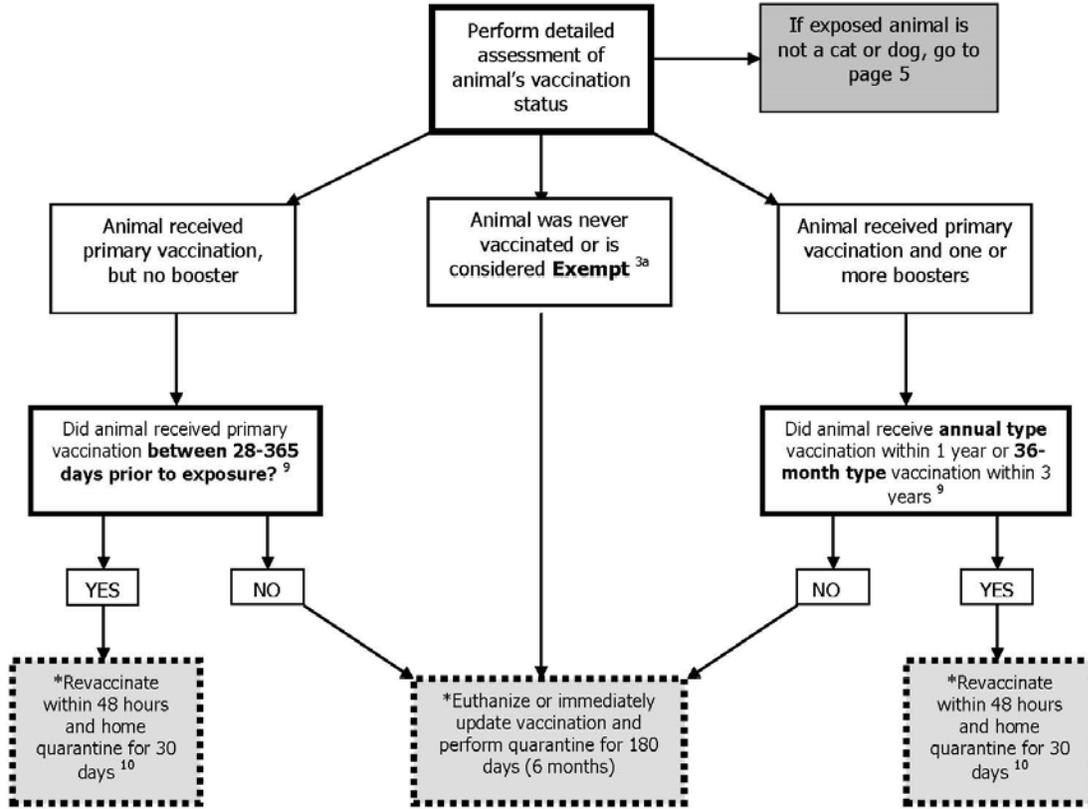
**QUARANTINE ALGORITHM FOR BITING DOMESTIC MAMMALS**



**QUARANTINE ALGORITHM FOR EXPOSED DOMESTIC MAMMALS - GENERAL**

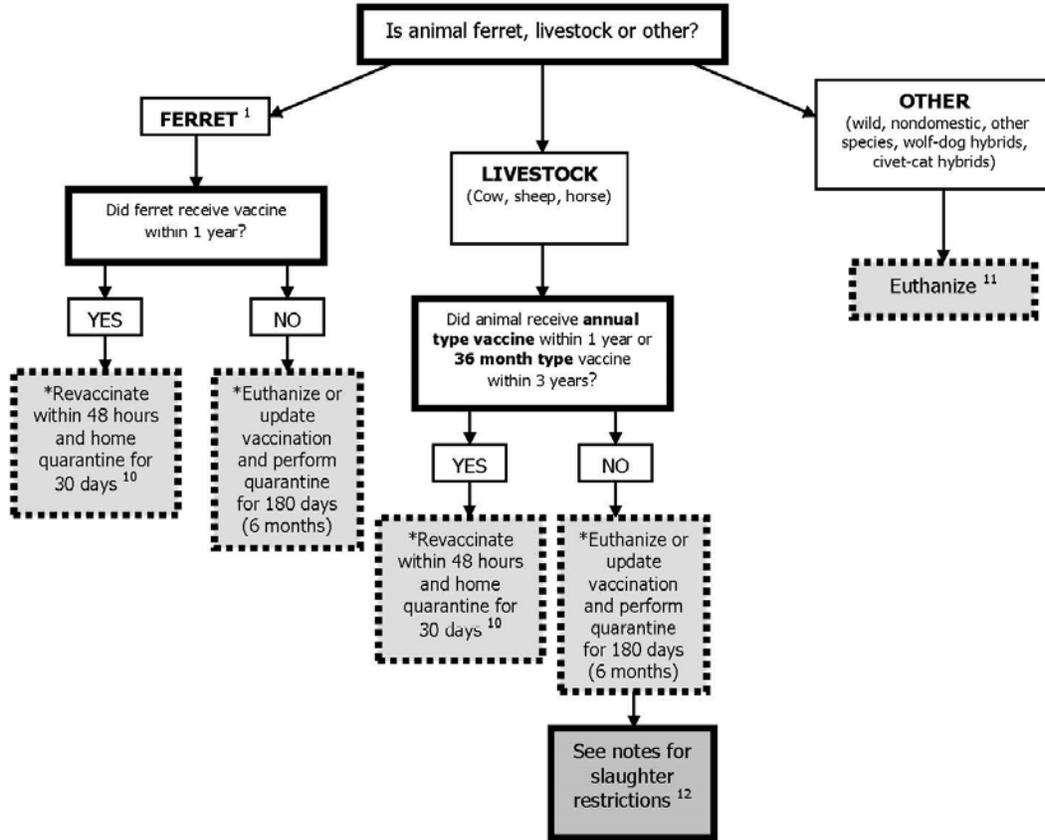


**QUARANTINE ALGORITHM FOR EXPOSED DOMESTIC MAMMALS – CATS AND DOGS**



**\*If animal displays signs of rabies – euthanize and test for rabies. The animal's veterinarian or a shelter veterinarian should perform any vaccination.**

**QUARANTINE ALGORITHM FOR EXPOSED DOMESTIC MAMMALS –FERRETS, LIVESTOCK, AND OTHER ANIMALS**



**\*If animal displays signs of rabies – euthanize and test for rabies. The animal’s veterinarian or a shelter veterinarian should perform any vaccination.**

**NOTES**

- 1** Ferrets are illegal in the State of California. Biting ferrets must be confiscated by the animal control agency and isolation conducted under the direction of the local health officer in an animal control shelter or veterinary hospital. Any ferret isolated for a human bite must be reported to the California Department of Fish and Wildlife for disposition following the isolation.
- 2** Rabies is transmitted through bite wounds, open cuts in skin, and onto mucous membranes. Contamination of open wounds, mucous membranes, or scratches with saliva or nerve tissue from an infected animal constitutes a non-bite exposure.
- 3** Current rabies vaccination per California Health & Safety Code Section 121690.
- 3a** Exempt animals are animals that have been granted an exemption from rabies vaccination by the County of San Mateo's Health System on advice of the animal's veterinarian. Despite current exemption status, exempt animals are considered unvaccinated per California Health & Safety Code Section 121690.
- 4** The Peninsula Humane Society & SPCA's Animal Rescue and Control determines if an animal's home qualifies for home quarantine or shelter quarantine. Contact: (650) 340-7022
- 5** Vaccination in biting animals should be performed following quarantine as side effects secondary to vaccination (within 30 days) can mimic the symptoms of rabies.
- 6** Small rodents and lagomorphs have a low risk of rabies.
- 7** These are wild animals at high risk for infection with rabies.
- 8** Bat bites are small and may go unnoticed. If a pet is found alone with a bat, that pet should be treated as exposed. If the bat is available, animal control should be contacted to retrieve the bat for testing.
- 9** Dogs and cats are considered currently vaccinated 28 days after primary vaccination, and immediately after booster vaccination.
- 10** San Mateo County guidelines are based on Title 17 of the California Code of Regulations that states exposed, vaccinated animals should be quarantined for 30 days.
- 11** Wild, nondomestic, and other animal species bitten by or exposed to a rabid or suspect rabid animal should be euthanized immediately. There is little information on rabies incubation, clinical presentation, and viral shedding in domestic animal species other than dogs, cats, and ferrets.
- 12** Federal guidelines state that animals exposed to rabies within 8 months should be rejected for slaughter. USDA Food and Inspection Service (FSIS) and state meat inspectors should be notified of exposed animals prior to slaughter. If an exposed animal is to be custom or home slaughtered, it should be done immediately after exposure with appropriate barrier precautions and all tissues cooked thoroughly. Pasteurization and cooking inactivate the rabies virus.

Legend

	Quarantine action
	Other action
	Question
	Answer

**Attachment K**  
**Animal Shelter Facility Use and Maintenance Agreement**



**Animal Shelter Facility  
Use and Maintenance Agreement**

Between

The County of San Mateo as "County"

and

Peninsula Humane Society & SPCA as "Contractor"

for

The Animal Shelter Facility

12 Airport Blvd, San Mateo CA 94401

## Section I. General Provisions

- A.** The purpose of this Animal Shelter Facility Maintenance Agreement ("Agreement") is to set forth the roles and responsibilities of the County of San Mateo (hereinafter "County," which includes employees, officers, and authorized representatives), acting through its San Mateo County Health Division of Public Health Policy & Planning ("PHPP"), and the County Public Works Department Facilities Maintenance, Operations and Building Services ("Facilities Services"); and the Peninsula Humane Society & SPCA (hereinafter "Contractor," which includes employees, officers, and authorized representatives) for Contractor's use, operation and management of the Animal Shelter Facility, located at 12 Airport Boulevard, in the incorporated area of the City of San Mateo, California ("Shelter").
- B.** The parties understand and agree that Contractor's use of the County-owned Shelter is pursuant to and contingent upon an active Service Agreement between Contractor and County for Contractor's animal control services to the County ("Animal Control Services Agreement"). Contractor may use and occupy the Shelter only for the purpose of providing animal control and sheltering services to the County and cities as set forth in the Animal Control Services Agreement and any additional activities as mutually agreed to by Parties. This Agreement shall terminate concurrently with the Animal Control Services Agreement.

If there is a material breach of this Agreement by Contractor, then this Agreement is subject to termination at the County's option if Contractor fails to cure the breach within sixty days (60) notice by County of such breach. However, if the breach is causing continuing damage to the Shelter, County may take any steps necessary to immediately halt such damage, and if the breach is intentional or negligent, then Contractor shall be solely responsible for the cost and expense.

Upon expiration or termination of this Agreement and/or the Animal Control Service Agreement, Contractor shall be given 7 days to vacate the Shelter by removing all Contractor-owned and personal items and return the Shelter in a clean and orderly fashion, ordinary wear and tear excepted. Contractor will use best efforts to not disrupt any operations occurring at the shelter during this time

- C.** This Agreement shall be in effect from the date last signed below and run concurrent with the Animal Services Agreement and any fully executed extensions. Upon termination of this Agreement, Contractor shall vacate the Shelter on the date of termination and return it to County in good condition, excepting normal wear and tear. Any damage to the Shelter caused by the negligent or intentional acts of Contractor shall be promptly repaired by Contractor at its sole expense and not out of Contract funds or other County funds.
- D.** The County acknowledges and agrees that the entirety of fees and costs related to Contractor's operation of the Shelter, and/or performance of this Agreement, shall be funded solely from the Contract Funds provided to Contractor from County under the

Animal Control Services Agreement, except as otherwise provided herein. The County and Contractor acknowledge and agree that if the Contract Funds prove insufficient to meet the financial needs of maintaining the Shelter, and/or performing Contractor's maintenance and repair duties under this Agreement, the Contractor will not be responsible for the payment of any overage, unless caused by its negligent or intentional acts or omissions. If the Contractor anticipates costs that will exceed the Contract Funds, Contractor will use best efforts to provide County with notice as soon as it becomes aware of such potential overage, on a quarterly basis, and provide adequate documentation of the cause and amount of such anticipated coverage.

**E. Indemnification and Insurance**

**1. Hold Harmless & Indemnification**

- (i) Contractor shall hold harmless and indemnify the County, and each participating city as listed in the Animal Shelter Service Agreement as third party beneficiaries, their officers, agents, and employees from all claims related to performance of this Agreement and/or use, operation, maintenance or repair of the Shelter by Contractor or its employees, contractors or agents including suits or actions of every name, kind and description, brought for, or on account of: (1) injuries to or death of any person, including but not limited to actions brought for (or on account of) injuries or death to County or Contractor's agents, officers or employees; (2) damage to property of any kind whatsoever and to whomsoever belonging, including but not limited to damage to property of County or Contractor or its agents, officers, or employees; or any other loss or cost, resulting from the performance or nonperformance of any activities undertaken under this Agreement, and/or which result from the negligent or intentional acts or omissions of Contractor, its officers, agents or employees. This obligation shall survive the termination of this Agreement for any claims arising during its term.
  
- (ii) The County shall hold harmless and indemnify Contractor, its officers, agents, and employees from all claims caused by the conduct of the County, or its agents, officers or employees, including but not limited to suits or actions of every name, kind and description, brought for, or on account of: (1) any and all claims related to the construction, and/or repair of the shelter by the County, whether such claims are based on performance or performance of an obligation, and whether such claims are based on conduct that happened before and/or after Contractor took possession of the Shelter; (2) injuries to or death of any person, including but not limited to actions brought for (or on account of) injuries or death to County's agents, officers or employees; (3) damage to property of any kind whatsoever and to whomsoever belonging, including but not limited to damage to property of the County or its agents, officers, or employees;

or any other loss or cost, resulting from the performance or nonperformance of any activities undertaken under this Agreement, and which result from the negligent or intentional acts or omissions of the County, its officers or employees. This obligation shall survive the termination of this Agreement.

- (iii) In the event claims are brought against Contractor and County, the ultimate liability for damages, shall be apportioned according to the comparative fault of Contractor and County.

The duty of Contractor, and of the County, to relieve, indemnify, protect and hold harmless, as set forth hereinabove, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

## **2. Property Damage Coverage**

All Risk Contractor at its cost shall maintain on the building and improvements that are a part of the Shelter a policy of all risk property, in the amount of the replacement value of the Shelter, its improvements and contents. The insurance policy shall be issued in the names of County and Contractor as their interests appear. The insurance policy shall provide that any proceeds shall be payable to County, excluding proceeds related to damage to equipment and supplies owned by Contractor.

## **3. Liability Insurance**

Contractor at its cost shall maintain Comprehensive Liability insurance for the following coverages with the following limits Insuring against all liability of Contractor and its authorized representatives arising out of and in connection with Contractor's use or occupancy of the Premises:

- (i) Shelter Premises Liability with a minimum limit of \$1,000,000 Combined Single Limit (CSL) each occurrence; and
- (ii) All Comprehensive Liability insurance shall insure performance by Contractor of the Hold Harmless and Indemnification Sub-section of this Agreement;
- (iii) County shall be named as "additionally insured";
- (iv) All required Insurance shall contain a Separation of Insureds or Severability of Interests provision; and
- (v) The policy shall not be cancelled or non-renewed unless the County has received 30 days prior written notice. (Ten days prior notice in the event of cancellation for nonpayment of premium is acceptable.) Written notice shall be sent to:

County of San Mateo  
Attn: Animal Services  
225 37th Ave.  
San Mateo CA. 94403

**4. Workers' Compensation and Employer's Liability Insurance**

During the entire term of this Agreement, Contractor shall have in effect Workers' Compensation coverage providing full statutory benefits and employer's liability. In executing this Agreement, Contractor makes the following certification:

Contractor is aware of the provisions of Section 3700 of the California Labor Code, which require every employer (1) to be insured against liability for Workers' Compensation or (2) to undertake self-insurance in accordance with the provisions of the Code. Contractor will comply with such provisions.

**5. Miscellaneous Insurance Provisions**

Contractor shall pay the premiums for maintaining the insurance required hereinabove. All the insurance required under this Agreement shall:

- (i) Be issued by insurance companies authorized to do business in the State of California, with a financial rating of at least an A- IV status as rated in the most recent edition of Best's Insurance Reports. Coverage provided by State Fund Insurance shall satisfy this requirement.
- (ii) Be issued as a primary policy.
- (iii) Contain an endorsement requiring thirty (30) days' notice from the insurance company to both parties before cancellation or change in the coverage, scope, or amount of any policy.
- (iv) County shall be named as "additionally insured" on each policy.

**6. Certificate of Insurance**

A certificate of insurance, together with evidence of payment of premium, shall be deposited with County at the commencement of this Agreement, and on renewal of the policy not less than twenty (20) days before expiration of each policy.

In the event Contractor fails to deliver the certificate of insurance verifying insurance coverage as required in this Section, County may declare a material breach and terminate the Agreement as provided herein or, at its option take out all or part of the required insurance and pay the premium thereon on behalf of Contractor.

**7. Force Majeure**

- (i) Neither party is responsible for any failure to perform or delay In performing its obligations under this contract, to the extent it is prevented or delayed in performing those obligations by an event of force majeure.
- (ii) Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this contract must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party In performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfil its or their obligations under the contract.
- (iii) Upon completion of the event of force majeure the party affected must as soon as reasonably practicable recommence the performance of its obligations under this contract. Where the party affected is the contractor, the contractor must provide, within 15 business day, a schedule for managing the Contractor's obligations under this Agreement to minimize the effects of the prevention or delay caused by the event of force majeure.
- (iv) An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.
- (v) Definition. An event of force majeure is an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent, and includes but is not limited to such matters as:
  - a) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority;
  - b) ionizing radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
  - c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
  - d) earthquakes, flood, fire or other physical natural disaster, but excluding weather conditions regardless of severity;
  - e) regional health emergency due to government health advisory(ies); and

- f) strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the works but excluding any industrial dispute which is specific to the performance of the works or this contract.
- g) Increased costs incurred by Contractor in the provision of services under this Agreement, shall not in itself be considered an event of force majeure even if such increased costs are the result of such an event.

## **Section II. Contract Information**

To better coordinate all services, Facilities Services has established the Facilities Customer Service Center (FCSC). The FCSC provides a single point of contact for customers and dispatch of staff and should be the primary resource for departmental or Contractor's Maintenance Coordinators and others responsible for requesting maintenance services. The FCSC is staffed during normal business hours and can be reached at 363-4444.

For management issues and/or to discuss specific activities or projects, the overall coordinator of this Agreement and the main point of contact is Gary Behrens, Facilities Services Manager, 363-1875.

For custodial issues specifically, contact Duane Minor, Building Services Manager, 363-4445.

The supervisor for each area or function will manage day-to-day activities:

1. Win Maung, 599-1300 (wmaung@smcgov.org). Operation and maintenance of facility systems and equipment for County owned buildings at the Government Center, Redwood City.
2. Thomas Sipp, 312-5257 (tsipp@smcgov.org). Operation and maintenance of facility systems and equipment for County owned and leased buildings in outlying areas.
3. Patrick Oliver, Crafts Supervisor, 363-1877 (poliver@smcgov.org). Repair, maintenance, and safety/regulation required upgrades related to carpentry, painting, and locksmith services for all County facilities.
4. Jose Villalobos or Mark LaGrone, 363-1951 (jvillalobos@smcgo.vorg & mlagrone@smcgov.org). Custodial, parking lot, loading dock, and room set-up services for all County Center facilities.

Facilities Services is responsible for updating and maintaining this list with current contact information.

## Section III. Baseline Services

The baseline services outlined below are to be paid for by Contractor solely with funds provided to Contractor under the Animal Control Services Agreement the provided ("Contract Funds") (see Section VII for current charges). If these fees exceed the Contract Funds, the financial obligations shall be resolved in accordance with Section I.D., supra.

### A. General Shelter Facility

#### 1. **Preventive Maintenance and Routine Repairs**

Facilities Services will responsible for performing regular repair and maintenance on the Shelter, including all parts, material and labor. Facilities Services will make, or schedule repairs as determined by the County to be needed, or pursuant to a reasonable request by Contractor, with 24 hours advance notice to Contractor if possible, by phone or email. Repairs and maintenance include, but are not limited to, any and all work on the following areas of the Shelter:

- i. Structural portions of buildings (roof, gutters, doors, skylights windows, flooring)
- ii. Solar panels and carports
- iii. Repair and maintenance to the building mechanical systems including heating, ventilation & air conditioning system (HVAC), electrical distribution and lighting
- iv. Repairs of electrical systems (except for light fixtures)
- v. Exterior painting (with exception of any touch-up exterior painting)
- vi. Interior painting of common areas in County standard colors (entrances, lobbies, restrooms, main hallways)
- vii. All major plumbing issues shall be maintained by Facilities Services; however, toilet fixtures and sink clogs shall be the responsibility of the Contractor. If any damage is caused by Contractor's, or a vendor of Contractor's, intentional or negligent acts, Contractor shall be responsible for the cost of repair, not out of Contract Funds. County shall not be considered a vendor for the purposes of this Agreement.
- viii. Preventative maintenance of the fire alarm system
- ix. Generators and emergency power systems
- x. All warranty work related to the new construction. Facilities Services to communicate to Contractor which items are under warranty.
- xi. Facilities Services staff will perform quarterly facility inspections to identify the condition of the various systems and structure and will identify necessary repairs or maintenance to be performed to keep the facility in proper condition. Facilities Services and other County staff or officials may inspect the condition of the Shelter Facility at any time during working hours. In order to limit the impact to Contractor operations, County shall provide Contractor with at least 24 hours'

notice of the intended inspection, which notice may be provided by email.

**2. Contractor Obligation to Notify of Needed Repairs or Maintenance**

Contractor shall promptly notify Facilities Services of any necessary repairs or maintenance that could impact the long-term condition of the Shelter, or the provision of animal control and animal care services to the County.

**3. Emergency Repairs**

Facilities Services will assure response in all critical situations within 2 hours of receiving actual notice, making immediate temporary repairs when required for safety or security reasons. Examples of such situations include but are not limited to:

- (i) Broken windows, doors and locks
- (ii) Air conditioning in computer server rooms and other sensitive areas
- (iii) Interruption of electrical service
- (iv) Broken pipes and clogged plumbing (Contractor shall try to clear clogs in toilet or drain prior to calling Facilities Services)
- (v) Leaking roofs
- (vi) Damage resulting from natural disasters
- (vii) Other situations which Contractor or County reasonably determines compromises the immediate health or well-being of the animals, the staff, volunteers or visiting public.

**4. Process by which Contractor addresses Repairs/Service Needed on an Emergency Basis**

- (i) Upon becoming aware of a situation, Contractor shall immediately notify Facilities Services of any repairs or maintenance needed to address items that could cause immediate damage or injury to the Shelter, or to persons working or animals being cared for therein, including but not limited to plumbing/water leaks, roof leaks, or fire or other hazards.
- (ii) Should an urgent situation arise in which Facilities Services is unable to respond within 2 hours to a major system failure which has the potential for immediate and serious health or safety impacts to animals, staff/volunteers, employees, or the public, and/or the continued operation of essential animal control and sheltering programs and which cannot be otherwise managed or contained, Contractor may retain the services of a reputable repair person to address the issue, after notifying Facilities Services.
- (iii) Contractor shall notify Facilities Services and PHPP within 2 hours of its decision and reasoning to take such actions. Contractor will provide Facilities Services with the key points of how the issue is being addressed. If possible, Contractor will arrange for a temporary solution so that Facilities Services can complete the full work once they are available. Contractor will use Contract Funds if Contractor incurs expenses due to

an emergency repair as outlined in this subsection, unless caused by the intentional or negligent acts or omissions of Contractor, or its vendors, in which case Contractor shall be responsible for these expenses not using Contract Funds.

- (iv) Contractor must comply with any prevailing wage requirements of state law as applicable for any construction or repair it undertakes not performed by Facilities Services.

**5. Utilities**

- (i) Contractor is responsible for furnishing and paying for all utilities for the Shelter, including gas, water, electricity, sewer, telephone/internet and garbage service. All utility services shall be paid from the provided Contract Funds.
- (ii) Contractor shall maintain all records pertaining to all repair, replacement, maintenance utility and other services provided under this Agreement for a period of four years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by the County, a Federal grant agency, and the State of California.

**6. Signage**

- (i) Facilities Services will provide directional signs for parking lots and building lobbies.
- (ii) Contractor will have input on suitability of all signage installed by County. PHS will not install signage without approval of County.

**7. Pest Control**

Contractor will use best efforts to maintain the Shelter pest- free. Contractor (PHS) will enter into, pay the costs of, and monitor a recurring and scheduled contract for pest control services in and around the Shelter, and on an as needed basis. The contract shall cover control of all types of pests, including termites and all types of insects, rodents and other and vermin. Costs will be paid from Contract Funds. The pest control invoices/reports will be made available to County upon request.

**8. Disaster Response**

In the event of a natural disaster such as a major earthquake, Facilities Services staff are trained and prepared to respond to and secure building systems. County shall not be responsible or liable for any damages to Contractor or any third party for injuries or damages caused by a natural disaster or any injuries or damage to any person or property belonging to any person, or interruptions of any operations of Contractor, as a result of a natural disaster.

**9. Skilled Craft Services****i. Carpentry**

Facility Services carpenters will perform maintenance and repairs as needed as determined by the County Facilities Services, or upon reasonable request by Contractor, and approval by County on roofs, doors, windows, water damaged areas and hard surface floors in common areas. Facilities Services will also patch and repair chips and holes in walls. Other carpentry services are available on a fee for services basis (see Section IV).

**ii. Lock Work**

Locksmith services provided under baseline services include the repair or replacement of broken building locksets (excluding Contractor property such as file cabinets and desk), repair or adjustment of improperly working door closers; providing duplicate keys with proper authorization; re-keying locks for security reasons as determined necessary by Facilities Services; replacing worn or outdated locksets; and any work required because of new codes and regulations, as determined by Facilities Services. Keys for or repairs to County property, including but not limited to desks, file cabinets, and vehicles are beyond the facility service charge and will be repaired by the contractor using funding from the animal control services Contract Funds.

**10. Grounds Services****i. Landscaping**

Facilities Services is responsible for providing and monitoring the landscaping services for the Shelter. Under this contract, and as determined necessary or desirable by Facilities Maintenance, the landscaping crews will install and maintain irrigation systems; propagate and plant appropriate species; prune, trim, fertilize, mow, and provide all other care and maintenance for plants, shrubs, trees, turf, and lawns.

**11. Custodial and Janitorial Services**

Contractor shall maintain all interior and exterior areas of the Shelter and grounds in a clean and sanitary condition. Contractor may provide this service through its staff or shall retain a reputable vendor to provide janitorial and custodial services at a reasonable cost and as needed to fulfill its responsibility to maintain the Shelter in a clean and sanitary condition.

Facilities Services will provide no Custodial or Janitorial for the shelter.

## Section IV. Additional Services

Services requested by Contractor and not outlined in Section III are considered "additional services," and shall not be provided unless approved by the Directors of County Health and Department of Public Works. If approved, services listed below will be scheduled upon receipt of a work request from County Health, and the associated costs will be invoiced to the Contractor. Contractor will use Contract Funds to pay the invoice within 30 calendar days from date of mailing or emailing; if not timely paid, County will deduct the past due amount from Contractor's next monthly payment. The majority of these services are provided under the administration of the Construction Services Section (CSS) located at 30 Tower Road, San Mateo. Requests for services and cost estimates should be routed through San Mateo County Health System (Animal Control Manager). Contractor shall in no circumstance alter any part of the Shelter structure or install any fixture, without prior written County approval from the Directors of the San Mateo County Health and Department of Public Works.

### A. Carpentry

New:

- Floor coverings
- Commercial fixtures
- Acoustical ceilings
- Doors/windows
- Soundproofing and insulation
- Air conditioning units
- Restroom partitions and fixtures tile work
- Concrete slabs and retaining walls

Building and/or custom fabrication:

- Storage structures
- Security gates, windows, etc.
- Custom cabinets and casework
- Custom shelves, reception counters, etc.
- Wall framing and drywall
- Custom racks, bins, etc., for delivery vehicles

### B. Electrical

- Install additional electrical circuits and outlets
- Upgrade and install new workplace lighting
- Install Pleione electrical whips
- Install and maintain security alarm systems
- Set up temporary power for events.

### C. Lock Work

- Lock drilling (when keys are lost or locked inside, contact FM&O)

- New installation (result of new construction or remodeling)

**D. Other**

- Directional signs for departmental areas
- General construction site cleanup

Need for county approval for any fixtures, repairs, remodeling or construction at the Shelter. Any of the above items as well as any new fixtures, construction, repairs or remodel (to include altering of the building or grounds in any way) may not be undertaken without the express, prior written permission of the Director of San Mateo County Health or designee, and the Director of the Department of Public Works, or designee, except as otherwise provided under this Agreement.

If Contractor performs any construction work, remodeling or repairs, or attaches any fixtures to Shelter or other county-property without such written permission, or changes the grounds in any manner, Contractor must promptly return the Shelter building, property or grounds to its original condition at its own expense and not using Animal Control Services Contract Funds or any other County funding, except as otherwise provided under this Agreement.

## Section V. Excluded Services

### A. This Agreement does not include any of the following which will be Contractor responsibility:

Contractor shall be solely responsible for maintaining the below items. Money for all repairs and costs will come from the Contract Funds. Any such items undertaken by Contractor shall be documented and all invoices for any such work, shall be kept and provided to County on a quarterly basis. For major equipment owned by the County (as listed In subsection (d) below, and any similar equipment), Contractor shall use a reputable, qualified, and licensed contractor or vendor, and may not use its own employees or volunteers for such work without County approval. If employees or volunteers are used for work, no additional County funds shall be used for such labor, except those funds otherwise used to pay the employee's regular salary. Contractor agrees that all major equipment owned by the County (as listed In subsection (d) below, and any similar equipment) will be serviced by a qualified vendor.

1. Light bulb replacement to include lamps and ballast
2. Plumbing clogs: Contractor will first attempt to unclog and if unsuccessful will submit a request to Facilities Services for repair. (Contractor may not hire a service to attempt to unclog pipes.)
3. Equipment maintenance and repair as follows:
  - Washers/dryers
  - Kennel cleaning equipment
  - Safes, lock boxes
  - Clippers
  - Surgical tables
  - Audio visual equipment camera, security and intrusion alarms
  - Computers/printers/scanners etc. and phone system
  - Cash Registers/credit card machines, fax machine etc.
  - Any other specialty equipment for animal sheltering
  - Refrigerators
4. These items must be repaired by a qualified vendor
  - X-ray equipment
  - Anesthetic machine
  - Surgical lights
  - Auto clave
5. Kennel fencing repairs, to include the replacement of mud flaps or guillotine doors, door latches etc. (if CMU needs repair, the Contractor will submit a repair request to the Manager of Animal Control and Licensing for approval prior to contacting Facilities Services)
6. General:
  - Repair office furniture
  - Anchor files and shelving

- Hang pictures and bulletin boards; however, Contractor shall take care not to damage County property in its placement and installation of these or any other items attached to walls or ceilings
7. Intercom systems
  8. Installation of new animal shelter equipment that is not attached to the structure.
  9. Replacement of any equipment purchased by the Contractor for use in animal sheltering or animal control operations: Contractor shall not replace equipment to be paid for by Contract Funds without prior approval from County of equipment to be replaced and cost if cost exceeds \$5,000 per individual item. If the need to replace such equipment is due to Contractor misuse or negligence, as distinct from wear related to appropriate use, Contractor shall replace such equipment from its own funds not Contract Funds, or any other County funds. Funds for approved replacement equipment not misused or damaged by Contractor are to come from Contract Funds. Any equipment or items purchased with Contract Funds or other County funds is property of the County. Contractor shall use Contract Funds for purchase of equipment or vehicles to be used at the Shelter for providing services, which equipment and vehicles shall be County owned.
  10. Paint offices, conference rooms and staff bathrooms.
  11. Keep the landscaped areas, walkways and patios, adjacent sidewalks, and other common areas in and around the County facility clean and in good repair
  12. Sweep the entrances to County facility as needed and will keep glass doors clean
  13. Contractor is solely responsible for custodial and pest control at the shelter.

## Section VI. Additional Responsibilities

### A. Facilities Services Responsibilities

1. **For routine maintenance of systems, Facilities Services will**
  - (i) Provide the Contractor with advance schedule to the extent practicable
  - (ii) Provide Contractor no less than 24 hours' notice when that maintenance is to occur (allowing Contractor to weigh in as to whether or not the scheduled maintenance will interfere with operation and if it will interfere Contractor will give alternate dates within a reasonable time frame when the repair/service can be completed.)
  - (iii) Provide Contractor with acknowledgement that the service has in fact occurred and any unusual findings related to that service. This notification will be done by a service request confirmation.
  
2. **For other than routine scheduled maintenance**
  - (i) Contractor will notify Facilities Services of needed repair/service without delay via phone, fax, or email to the DPW call center. Contractor shall be responsible for any damage to the Shelter, its contents or any person caused by its failure to timely notify the County of needed emergency repairs of conditions that threaten the structure or its contents or the health or safety of occupants or the public.
  - (ii) Facilities Services will notify Contractor within 24 hours of its anticipated investigation of requested repair (if the matter is something that can be addressed at the time of investigation, Facilities Services to adhere to steps which follow):
    - a) Notify the Contractor's Maintenance Coordinator at least 24 hours in advance of any scheduled maintenance activity that may affect the Contractor's normal working operation (noise, dust, odors, interruption of water or electrical service, etc.).
    - b) Facilities Services to notify contractor of findings of the investigation and its plan to address (and except for the case of emergency repairs, allowing Contractor to weigh in if the scheduled repairs will interfere with its operation)
    - c) Critical or emergent work will be completed at time of investigation.
    - d) Facilities Services to notify Contractor promptly upon completion of the repair. Notification will be given by service request confirmation of close out.
    - e) Contractor will notify Facilities Services of its review of the repair once completed.
    - f) All communication between Contractor and Facilities Services will be copied to PHPP.
    - g) Facilities Services will leave the work areas safe and clean of any debris caused by the repairs upon completion of the task.

- h) Facilities Services and Contractor will comply with all state and federal laws and regulations regarding the handling and disposal of materials and waste products associated with the normal operations of the facility or its maintenance that could impact public safety and the environment.
- i) Facilities Services will research and/or recommend special materials, devices, or services if it deems this appropriate and if desired by Contractor
- j) Facilities Services will make appropriate referrals as It deems necessary or appropriate for work outside the scope of baseline maintenance services
- k) Facilities Services will coordinate with Risk Management, Environmental Health, Sheriff's Office, local fire departments, and/or other regulatory and health and safety agencies as it deems necessary for issues related to building safety and inspection.

**B. Contractor is to:**

1. Designate a Maintenance Coordinator(s) to be the primary point of contact for Facilities Services Issues.
2. Provide accurate and full details of services requested
3. Report mechanical malfunctions or other needed repairs to Facilities Services promptly and complete necessary services request form(s).
4. Encourage all employees to be energy conscious. It's good for the environment as well as keeping your costs down.

**C.** The parties acknowledge that County will be making an inventory and tagging all equipment and vehicles that are County owned or purchased using any Contract Funds. Contractor agrees to use best efforts to assist and cooperate with County in making its inventory of equipment and vehicles which are owned by County in whole or in part. As part of this effort to assist the County in making its inventory, Contractor shall maintain and provide to County, within thirty days of signing this Agreement, a current inventory of all equipment previously paid for with non-Contract Funds owned by Contractor or paid for in part with non- Contract Funds, used at the shelter and having a current fair market value of \$1,000 or more.

**D.** In event of termination or expiration of this Agreement, the County shall have the option to purchase any equipment or vehicle that has been paid for in part out of non-County Funds by paying to Contractor the depreciated value of Contractor's share of the equipment. In the event County opts not to purchase this equipment or vehicle, Contractor shall pay to County the depreciated value of its share of the equipment or vehicle.

## Section VII. Service Level Costs

### A. Invoicing/payment of Facilities Maintenance Work

1. As it relates to repairs/service which fall under the Contractor's responsibilities, Contractor will manage this work within the Contract Funds provided for under the Animal Control Services Agreement and provide open book accounting for all work contracted to outside vendors and provide copies of invoices and a quarterly report of all expenditures. As it relates to repairs/service which fall under Facilities Services responsibilities, Facilities Services will send an invoice to the County Health system who in turn will send invoice to the Contractor of the amount and Contractor will pay within 30 calendar days from date of mailing. If invoice is not timely paid, County will deduct the past due amount from Contractor's next monthly payment.
2. As it relates to repairs/service which fall under Facilities Services responsibilities but for which Facilities Services cannot respond in a timely manner and which are, as a result, managed by Contractor under the conditions provided herein, Contractor will pay the invoice using Contract Funds that it receives pursuant to the Animal Control Services Agreement, and promptly send a copy of such invoice to the County Animal Control Program Manager, Care of County Health, Public Health, Policy and Planning Division.

### B. Additional services:

1. Costs associated with additional services as outlined in Section IV are based on the actual costs of each service as performed and are charged to the Contractor by invoice from Facilities Services. Each service will have a cost per unit time or occurrence.
  - (i) For work performed by Facilities Services staff, labor rates are hourly based on classification and include overhead. Materials and supplies are billed at their actual cost.
  - (ii) For work that must be contracted out, Facilities Services will request estimates from qualified and reputable companies and award the job to the low bidder. Contractor will be billed for the actual cost of the work. Facilities Services will send an invoice to the County Health system who in turn will send invoice to the Contractor of the amount and Contractor will pay within 30 calendar days. If invoice is not timely paid, County will deduct the past due amount from Contractor's next monthly payment.

## Section VIII. Billing Procedures and Tracking Information

### A. Tracking Information

1. Because a large percentage of work performed by Facilities Services is associated with building systems and structures, baseline services are tracked by building rather than by individual department. Facilities Services staff will record labor and material costs for each activity performed in a building, and these costs are then reflected in the report sent quarterly to the Contractor and the Animal Control Manager, San Mateo County Health. Contractor will be charged for services rendered on an ongoing basis and not based on a predetermined amount.
2. The cost for additional services is tracked by work authorization. Prior to receiving a service, the Contractor will set aside a dollar amount equal to the estimated cost for that service. As services are rendered and costs are incurred, the invoices will be sent to County Health System Animal Control Manager and then to the Contractor. The cost will be taken out of animal control Contract Funds by the Contractor, who will pay the invoice within 30 calendar days or the County will deduct the overdue amount from Contractor's next payment.
3. If there is a dispute raised by Contractor, within three business days of receipt of the Invoice, regarding the accuracy of charges in an invoice, the parties shall use best efforts to resolve the dispute expeditiously. If while using best efforts, the parties have not resolved the dispute within 30 calendar days, Contractor shall not be in breach if the parties agree that they are working in good faith to resolve the dispute.

### B. Building Manuals, Drawings, Training

In preparation for this, Contractor is to receive copies of all warranties, as-builts, operating and maintenance materials, and is to participate in all trainings provided by the Shelter's general contractor to DPW for the systems that Contractor will be maintaining. The intent is to have Contractor be informed as much as possible to more efficiently assist DPW in its role as well as manage its own responsibilities.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

**For Peninsula Humane Society & SPCA:**

DocuSigned by: <i>Anthony Tansimore</i> AF55FF92D70C4C3...	5/3/2021   9:31 AM PDT	Anthony Tansimore
Contractor Signature	Date	President

**For County:**

DocuSigned by: <i>Cassius Lockett</i> 3A092BBEB5EC42E...	5/3/2021   12:33 PM PDT	Cassius Lockett, PhD.
Purchasing Agent Signature (Department Head or <b>Authorized</b> Designee) County of San Mateo	Date	Director of Public Health, Policy and Planning County of San Mateo

DocuSigned by: <i>Kevin Sporer</i> 4673E02C362D494...	5/3/2021   2:17 PM PDT	Kevin Sporer Facilities Deputy Director
Purchasing Agent Signature (Department Head or <b>Authorized</b> Designee) County of San Mateo	Date	Gary Behrens Facilities Services Manager County of San Mateo

**Attachment L**  
**Peninsula Humane Society Holidays**

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Easter
- Memorial Day
- July 4<sup>th</sup>
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

**Attachment M**  
**County-Owned Radio Equipment**

- 4 - Motorola APX 7000 Handheld Radios
- 17 - Motorola APX 4000 Handheld Radios
- 1 - Motorola MCD 5000 Deskset
- 1 - Motorola APX 7500 Radio installed in vehicle
- 13 - Motorola APX 6500 Radios installed in vehicles
- 1 - Antenna mounted on roof of County Shelter

Agreement No. \_\_\_\_\_ Resolution No. 076668

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PETDATA, INC.**

This Agreement is entered into this Fourth day of June, 2019, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and PETDATA, INC., hereinafter called "Contractor."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of San Mateo County Health- Public Health, Policy & Planning.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment I—§ 504 Compliance
- Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

**2. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed SIX HUNDRED-THIRTEEN THOUSAND NINE HUNDRED AND FORTY FIVE DOLLARS (\$613,945). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**3. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2019, through June 30, 2022.

**4. Termination**

This Agreement may be terminated by Contractor or by the Director of Public Health, Policy and Planning or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance

written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

**5. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

**6. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**7. Hold Harmless**

**a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**8. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**9. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them.

Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

**10. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

**11. Non-Discrimination and Other Requirements**

**a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

**b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

**h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

**12. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

**13. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**14. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**15. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**16. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Cassius Lockett, Director of Public Health, Policy and Planning  
Address: 225-37<sup>th</sup> Avenue, Room 178  
San Mateo, CA 94403  
Telephone: 650.573.2532  
Facsimile: 650.573.2788  
Email: [clockett@smcgov.org](mailto:clockett@smcgov.org)

In the case of Contractor, to:

Name/Title: President, PetData, Inc.  
Address: 8585 N Stemmons Fwy, Suite 1100-N  
Dallas, TX 75247

Telephone: 214.821.3100 x515  
Facsimile: 214.821.3106  
Email: [crichey@petdata.com](mailto:crichey@petdata.com)

**17. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

**18. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: PETDATA, INC.

Christopher A. Richey      April 12, 2019      Christopher A. Richey  
Contractor Signature      Date      Contractor Name (please print)

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COUNTY OF SAN MATEO

By: Carole Groom  
President, Board of Supervisors, San Mateo County

Resolution No. 076668

Date: 6/4/19

ATTEST: Phil Allegro  
By:  
Clerk of Said Board

**Exhibit A**

In consideration of the payments set forth in Exhibit B and with a focus on increasing licensing and vaccination compliance throughout the County of San Mateo, Contractor shall provide the following services:

A. Management of the daily operations for animal licensing including:

1. Data Entry & Processing
  - a. Process correspondence from pet owners including, but not limited to, issuing tags.
  - b. Work in partnership with the County on an approved template to provide timely billing and renewal notices to pet owners, with at least one billing to both new and renewals to be printed on an 8.5x11 sheet of paper with a return envelope enclosed. In addition, at least one of the notices will provide pet owner with the date in which the late fee became due.
  - c. Provide data entry of both new and renewal licenses and vaccination information.
  - d. Implement procedures for verification of information submitted.
  - e. Ensure complete, unduplicated, and accurate information.
  - f. Process, collect, and provide receipts for animal licensing fees.
  - g. Provide licensing and vaccination data for a weekly transfer of data from the Contractor's database into County's proprietary database.
  - h. Provide customer service including communication with citizens, veterinarians, and designated County staff.
  
2. Veterinarians & Other Authorized Registrars
  - a. Process license sales and vaccination reports from other sources (i.e. the local animal shelter, veterinary clinics, pet stores, etc.)
  - b. Assist County staff to ensure reasonable quantities of on-site of basic supplies (reporting forms, citizen mailing envelopes, etc.) necessary to sell license tags and/or report information on citizens vaccinating their animals against rabies.
  
3. Animal License Tags
  - a. Process and mail county-provided license tags within a maximum of 10 business days, with a turnaround goal of 5 business days, after receipt of payment and completed information as required by the local ordinance.
  - b. Issue county-provided replacement tags to pet owners whose license tags have been lost, stolen, or damaged.
  
4. Electronic Payments & Banking
  - a. Provide the ability for pet owners to pay through the Contractor's Merchant Service Provider.
  - b. Provide on-line customer service via the Contractor's website to allow pet owners to make license payments or donations.
  - c. Deposit all receipts collected for licensing into a bank account set up solely for the purpose of managing County animal licensing funds.
    - i. Make daily deposits and transmit verification of said deposits to designated County staff by the tenth of the following month.
    - ii. Collect and report electronic and charge card payments and transmit verification of said deposits to designated County staff by the tenth of the following month.
    - iii. Send all funds collected and deposited on behalf of the County via a monthly wire transfer by the tenth of the following month.

- d. Accept license fees from licensees via the following forms of payment at a minimum: check, money order, debit or ATM Card, or credit cards.
  - i. Charges to Licensee for on-line payments:  
 Cost Recovery Processing Fees in the amount of \$2.00 per on-line transaction to be charged to licensee\*. Note: Contractor shall use their own designated Merchant Service Provider to conduct all credit card transactions and shall retain the Cost Recovery Processing Fees collected.  
 \* *More than one pet can be licensed per on-line transaction and pet owner will be charged a single fee for the on-line transaction.*

5. Communication & Access

- a. Provide timely responses to and communication with citizens, County designees, and Animal Control and Licensing Program representatives including Animal Control Officers.
- b. Provide a customized San Mateo County toll-free number and answering service.
- c. Provide 24/7 access to Contractor’s database by County, Emergency Dispatch, and any other authorized Division personnel, including login.
- d. Communicate to pet owners on the status of their pet’s license status including annual billing.

6. Reporting

- a. Provide monthly report of animals licensed to the County.
- b. Provide statistical reports as requested by the County.
- c. Provide monthly report of all veterinarians who are delinquent in submitting their monthly vaccination without license (VWL) reports.
- d. Provide monthly lists of delinquent licenses upon requested by County.
- e. Provide customized reports as requested by County.
- f. Provide public record information as requested by County.

7. Additional Services

- a. Work in partnership with County staff:
  - i. To ensure all licensing information, both complete and incomplete records, are imported into Contractor’s database on a weekly basis.
  - ii. To develop a process that will allow/entice veterinarians to sell licenses at their County location.

- B. Contractor agrees that the animal licensing information belongs to the County and will never sell, transfer, or release personal data to a third party.
- C. With the exception of the license tags and/or customized inserts, Contractor agrees to cover the cost of all animal licensing supplies needed for daily operation.
- D. Contractor agrees to comply with California state and local laws governing animal licensing.
- E. Contractor will back up all databases twice during the working day.
- F. During regular business hours, Contractor will assist with countywide efforts to reunite pets with their owners during a natural disaster.

County agrees to provide the following to Contractor:

- A. Access to County’s animal control database to allow import of data into Contractor’s database.

- B. Licensing tags and customized inserts to Contractor's on-site location for disbursement.
- C. Any licensing fees collected by County: such fees will be retained by County, and a record of fees collected along with any supporting documents will be forwarded to the Contractor for processing no later than the 5th calendar day of the following month.
- D. Any licensing fees collected by Contractors of the County: such fees and any supporting documents will be forwarded to the Contractor for processing with the exception of cash. Cash will be deposited into County's bank account directly by County staff.

**Exhibit B**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

A. Fixed Fees:

- One-year license: \$4.28 per license
- Multi-year license: \$4.28 for the first year and \$2.00 for each additional year
- Late fees collected: \$2.50 collection service fee for each license
- Replacement tags: \$4.28 per tag
- Service animals (e.g. seeing-eye dogs, hearing dogs, etc.): No fee for any license or tag issued

Fixed fees shall be payable to Contractor for all licenses processed during the term of this Agreement, regardless of whether they are processed by Contractor, County personnel, or a County contractor.

Fixed fees shall not be charged until the license is issued. Data entry of rabies vaccination certificates and incomplete licenses, which may or may not result in a license, are included at no extra charge.

An agreed upon method to follow-up with pet owners who did not respond to a prior notice is included at no additional charge.

- B. In any event, the maximum amount the County shall be obligated to pay for services rendered under this Agreement shall not exceed SIX HUNDRED-THIRTEEN THOUSAND NINE HUNDRED AND FORTY FIVE DOLLARS (\$613,945.00) (Included are bank fees)for the Agreement term.

- C. Payment by County to Contractor shall be monthly and made be made electronically by the County should the required paperwork be completely by Contractor. Contractor shall bill County on or before the tenth (10<sup>th</sup>) working day of each month for the prior month. The invoice shall include a summary of services and charges for the month of service. In addition, Contractor shall provide back-up to the invoice. Such back-up shall be in the form of a monthly report of the animals licensed.

Contractor will provide available bank statements within five business days if requested by County.

D. Additional Service Fees

Contractor shall invoice County for any bank deposit and supply fees outside the scope of this Agreement.

County will reimburse Contractor for bank fees upon verification of such, including:

1. Actual bank fees charged to Contractor as a result of Contractor maintaining the bank account for the purpose of providing services outlined in this contract. This amount, in and of itself, is included in the total contract amount and will not exceed SEVEN THOUSAND AND FIFTY DOLLARS (\$7,050.00) (included in the contracted costs) without prior authorization from designated County staff.
2. Non-sufficient fee charge charged to Contractor. Contractor will make every attempt to collect bank fees from pet owners and will reimburse County upon collection of said fee.

Contractor shall invoice County on a monthly basis for the actual cost of the bank account maintained for the purpose of this contract.

- E. At the discretion of the Director of Public Health, Policy & Planning or designee, an annual conference call may be scheduled between the Contractor and County. Contractor's time and/or related expenses are not billable.
- F. At the discretion of the Director of Public Health, Policy & Planning or designee, a meeting at the County's location may be scheduled between the Contractor and County once during the term of this contract. Contractor's travel time to and from the County and/or related expenses are not billable.
- G. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
- H. In the event this Agreement is terminated prior to June 30, 2022, Contractor shall be paid for services already provided pursuant to this Agreement.
- I. In the event this Agreement is extended or renewed after June 30, 2022 and the County does not issue a Request for Proposal, Contractor agrees to continue the fixed fees as shown below:

One-year license: \$4.28 per license

Multi-year license: \$4.28 for the first year and \$2.00 for each additional year

Late fees collected: \$2.50 collection service fee for each license

Replacement tags: \$4.28 per tag

Service animals (e.g. seeing-eye dogs, hearing dogs, etc.): No fee for any license or tag issued

July 7, 2020

Robert Barron, Finance Director  
91 Ashfield Road  
Atherton, CA 94027

Re: Notice of Construction Costs for the Animal Care Shelter Facility

Dear Robert,

On or about September 9, 2014, the municipalities within San Mateo County entered into an agreement (“the Agreement”) to share the construction costs of a new animal care shelter facility. The agreement provides that the County of San Mateo will advance the funds for construction to be repaid by the municipalities according to their share, through a 30-year, interest-free lease agreement.

On March 6, 2020, construction of the new animal shelter building was completed, and certificate of occupancy was issued. The old shelter building was demolished shortly thereafter, and final project completion (with exception of photovoltaic installment) is slated for approximately July 30, 2020. Final project costs are reasonably determinable and anticipated to be approximately \$28,300,000. The municipalities’ final shared responsibility is anticipated to be \$25,700,000 or \$856,758 annually. The County will not seek reimbursement for \$2,600,000 in project costs comprised of an upgraded heating ventilation air conditioning (\$600,000), a photovoltaic system (\$1,200,000), miscellaneous site improvements related to landscaping, fencing, and parking (\$530,000), and relocation of a City of Burlingame water line (\$270,000).

The final column of Attachment B to this letter sets forth each municipalities’ final annual lease amount, as calculated in the manner proscribed by the Agreement. Final costs exceed the June 2018 estimate by approximately 3%. This marginal increase is a result of escalated regional construction costs and unforeseen circumstances encountered during construction, including requirements for ongoing air-quality monitoring, soil remediation and treatment, fire safety system modifications, PG&E delays, and necessary and reasonable end-user logistical design modifications. The County of San Mateo has worked diligently and successfully to minimize these additional costs while delivering a high-quality facility that will stand the test of time.



Though we had to cancel the ribbon-cutting for the facility due to the pandemic, we look forward to holding, at the appropriate time, a reception to celebrate our successful regional collaboration. In lieu of an in-person tour, we've enclosed photographs of the exterior of the new facility and site. Pursuant to paragraph 3 of the Agreement, annual payments to County to reimburse for costs of construction shall become due on the initial July 1st after a certificate of occupancy is issued for the new shelter, and each subsequent July 1st for the next 29 years thereafter. Please find enclosed the invoice and payment instructions for the initial lease payment for your municipality.

Should you have any project questions, please contact Director Adam Ely of the Project Development Unit at 650.722.8112. Should you have any payment questions, please contact Robert Manchia at 650.363.4597.

Sincerely,



Mike Callagy  
San Mateo County, County Manager

Enclosures: Resolution 073369, Final Attachment B, Invoice July 2020



**ATTACHMENT A**

**MEMORANDUM OF AGREEMENT**

REGARDING FUNDING FOR CONSTRUCTION OF AN ANIMAL CARE SHELTER ON AIRPORT BOULEVARD IN SAN MATEO, CALIFORNIA, AMONG THE CITIES OF ATHERTON, BELMONT, BRISBANE, BURLINGAME, COLMA, DALY CITY, EAST PALO ALTO, FOSTER CITY, HALF MOON BAY, HILLSBOROUGH, MENLO PARK, MILLBRAE, PACIFICA, PORTOLA VALLEY, REDWOOD CITY, SAN BRUNO, SAN CARLOS, SAN MATEO, SOUTH SAN FRANCISCO, AND WOODSIDE AND THE COUNTY OF SAN MATEO

THIS MEMORANDUM OF AGREEMENT, dated for reference as of September 9, 2014, (the “Agreement”), is by and among the COUNTY OF SAN MATEO (the “County”), and the cities of ATHERTON, BELMONT, BRISBANE, BURLINGAME, COLMA, DALY CITY, EAST PALO ALTO, FOSTER CITY, HALF MOON BAY, HILLSBOROUGH, MENLO PARK, MILLBRAE, PACIFICA, PORTOLA VALLEY, REDWOOD CITY, SAN BRUNO, SAN CARLOS, SAN MATEO, SOUTH SAN FRANCISCO, AND WOODSIDE (each, a “City,” and collectively, the “Cities,” and, together with the County, the “Parties”).

RECITALS

The County and the Cities are parties to an Agreement for Animal Control Services dated as of April 26, 2011, pursuant to which the County provides animal control services in the unincorporated area of the County, as well as in the jurisdictional boundaries of the twenty Cities within the County, listed above, each of which is a party to the Agreement for Animal Control Services.

As set forth in the Agreement for Animal Control Services, the Peninsula Humane Society & SPCA (“PHS”) presently serves as the County Contractor for the provision of certain animal control services to the County and the Cities. These services and the terms of PHS’ performance of them are contained in an Animal Control Services Agreement between the County and PHS dated as of April 26, 2011.

In conjunction with and pursuant to the Animal Control Services Agreement, the County has leased to the PHS the land at 12 Airport Boulevard, in San Mateo, California, on which an Animal Care Shelter facility owned and operated by PHS is presently located.

The Parties agree that, owing to the obsolescence of the existing Animal Care Shelter facility, it is now necessary to construct a new facility and the Parties enter into this Agreement to set forth

the allocation of, and process for payment of, the construction cost for the new Animal Care Shelter facility among the Parties.

NOW, THEREFORE, the Parties agree as follows:

1. **Construction Cost Allocation Methodology:** The Parties agree that construction costs for the new Animal Care Shelter facility shall be allocated among the Parties based on the formula set forth in Exhibit A to this Agreement, which is incorporated herein by reference. This formula reflects each Party's actual use of the existing Animal Care Shelter facility in 2009, 2010, and 2011 as a percentage of all Parties' total use of the facility, as well as each Party's total population as of 2010, as a percentage of the County's total population as of that date. The formula is weighted 80% to a City's average facility use over the three years preceding the year in question and 20% to population. The Parties agree that each year, the County shall recalculate three year average facility usage for each City and that Exhibit A (and each Party's prospective Lease Payment obligations, as described in Section 3 of this Agreement) shall be amended to reflect such recalculations. The Parties further agree that the County shall, upon request of a City, promptly provide the requesting City with copies of the data and documents used to calculate each City's facilities usage.

2. **County Advancing Construction Costs:** The Parties agree that the County shall advance, on an interest free basis, all funds required to pay the construction costs for the new Animal Care Shelter facility. For purposes of this Agreement, "construction costs" include all expenses for architectural and inspector services, project management service, environmental review, planning and building fees and costs, and actual contractor construction services. The Parties understand and agree that construction costs for the Animal Care Shelter facility are anticipated at this time to be twenty million two hundred thousand dollars (\$20,200,000). The Parties will be provided with further information regarding the construction costs for the Animal Care Shelter facility within a reasonable period of time after such information becomes available or prior to the Certificate of Occupancy being issued. The Parties agree that if the County receives information indicating that the construction costs for the Animal Care Shelter facility will exceed \$20,200,000 by 10% or more, the County shall provide notice to each City of the revised estimated construction costs within a reasonable period of time before such additional construction costs are incurred. The Parties further agree that the County shall, upon request of a City, promptly confer with such City or Cities regarding the additional construction costs and any means by which such additional construction costs may be minimized.

3. **Parties' Payment of Proportional Share of Construction Costs:** Each Party agrees that, during the term of this Agreement for as long as the new Animal Care Shelter facility is occupied and used for animal care shelter purposes, the Party shall pay the County an annual Lease Payment beginning on the first July 1<sup>st</sup> after a certificate of occupancy is issued for the new Animal Care Shelter facility, and on each subsequent July 1<sup>st</sup> for the next twenty nine years thereafter. Each Party's Lease Payment shall be equal to the Party's proportional share of the construction cost of the new Animal Care Shelter facility amortized on a straight line basis over thirty years, as set

forth in Exhibit A to this Agreement, as Exhibit A may be amended from time to time as provided in Section 1 of this Agreement. Each Party's obligation to make a Lease Payment shall remain in place only for so long as the Party is a signatory to the Agreement for Animal Control Services, or any successor agreement addressing materially the same subject matter. In the event that a Party terminates its participation in this Agreement pursuant to Section 4 of this Agreement, the County shall, upon receiving notice of that Party's termination, recalculate the remaining Parties' Lease Payment obligations pursuant to the Construction Cost Allocation Methodology set forth in Section 1 of this Agreement. The County shall promptly provide all remaining Parties with notice of their recalculated Lease Payment obligations. Each remaining Party shall thereafter have the option to either (a) pay the recalculated increased annual Lease Payments during the remaining term of the Agreement; or (b) request that the County allow the remaining Party a period of up to 5 years after the end of the thirty year period set forth in this Section 3 of the Agreement to pay the County the remaining Party's additional allocated share of construction costs for the Animal Care Facility attributable to the departure of the terminating Party.

4. Term and Termination: Except as set forth above, this Agreement shall be effective for the period from September 9, 2014 until each Party has made the last payment required under Section 3 of this Agreement. Except as set forth in Section 3 of the Agreement (i.e., by terminating participation in the Agreement for Animal Control Services), no Party may terminate this Agreement during its term. A Party terminating its participation in this Agreement shall do so effective as of December 31 of a year during the term of this Agreement and shall provide each other Party to this Agreement with at least one full year's prior written notice of the Party's intent to terminate its participation in the Agreement.

5. Amendments/Entire Agreement: Amendments to this Agreement must be in writing and approved by the governing body of each Party. This is the entire agreement among the parties with respect to the construction of the new Animal Care Shelter facility and it supersedes any prior written or oral agreements with respect to the subject.

6. Hold Harmless: Each City shall hold harmless, indemnify, and defend County, its officers, employees, and agents from and against any and all claims, suits, or actions of every kind brought for or on account of injuries to or death of any person or damage to any property of any kind whatsoever and to whomsoever belonging which arise out of the performance or nonperformance of City's covenants and obligations under this Agreement and which result from the actively negligent or wrongful acts of City or its officers, employees, or agents.

County shall hold harmless, indemnify, and defend each City, its officers, employees, and agents from and against any and all claims, suits, or actions of every kind brought for or on account of injuries to or death of any person or damage to any property of any kind whatsoever and to whomsoever belonging which arise out of the performance or nonperformance of County's covenants and obligations under this Agreement and which result from the actively negligent or wrongful acts of County or its officers, employees, or agents.

This provision requiring County to hold harmless, indemnify, and defend each City shall expressly not apply to claims, losses, liabilities, or damages arising from actions or omissions, negligent or otherwise, of PHS or any other independent contractor providing animal control-related services pursuant to a contract with the County. Claims related to the planning and/or construction of the new Animal Care Shelter facility are not claims, losses, liabilities, or damages related to “animal control-related services” within the meaning of this Agreement.

In the event of concurrent negligence of the County, its officers, or employees, and any City, its officers and employees, then the liability for any and all claims for injuries or damages to persons and/or property or any other loss or cost which arises out of the terms, conditions, covenants or responsibilities of this Agreement shall be apportioned in any dispute or litigation according to the California theory of comparative negligence.

7. Assignability: Except as otherwise expressly provided for herein, no Party shall assign any of its obligations or rights hereunder without the consent of all other Parties.

8. Notices: Any notices required to be given pursuant to this Agreement shall be given in writing and shall be mailed to all Parties to the Agreement, as follows:

To City:

To County:

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY OF SAN MATEO has authorized and directed the President of the Board of Supervisors to execute this Agreement for and on behalf of the County, and the Cities of ATHERTON, BELMONT, BRISBANE, BURLINGAME, COLMA, DALY CITY, EAST PALO ALTO, FOSTER CITY, HALF MOON BAY, HILLSBOROUGH, MENLO PARK, MILLBRAE, PACIFICA, PORTOLA VALLEY, REDWOOD CITY, SAN BRUNO, SAN CARLOS, SAN MATEO, SOUTH SAN FRANCISCO, AND WOODSIDE have caused this Agreement to be subscribed by each of their duly authorized officers and attested by their Clerks.

Dated: September 9, 2014

  
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Clerk of the Board

Resolution #073369

COUNTY OF SAN MATEO

  
\_\_\_\_\_

ATTACHMENT B

Methodology = Based on an 3-yr avg of shelter use (80%) and % of population (20%)

ANIMAL CONTROL COSTS

PROPOSED COST DISTRIBUTION-ESTIMATED LEASE AMOUNTS TO RECOUP CONSTRUCTION COSTS

CITY	Shelter Use	Shelter Use	Shelter Use	3 YR AVG of Shelter Use	POPULATION	% of Total	\$20,200,000	Overall Total	Overall Total
								\$26,600,000	\$28,300,000
Calendar Year								\$856,758	EST FINAL ANNUAL LEASE AMT (July 2020)
	Yr 1 2009 Actual	Yr 2 2010 Actual	Yr 3 2011 Actual				EST ANNUAL LEASE AMT (Sept. 2014)	EST ANNUAL LEASE AMT (July 2018)	
Atherton	1.12%	1.00%	0.36%	0.83%	6,914	1.0%	\$5,749	\$7,059	\$7,173
Belmont	3.26%	3.54%	2.65%	3.15%	25,835	3.6%	\$21,811	\$26,780	\$27,212
Brisbane	0.99%	0.99%	0.71%	0.90%	4,282	0.6%	\$5,633	\$6,916	\$7,028
Burlingame	3.51%	3.48%	3.20%	3.40%	28,806	4.0%	\$23,696	\$29,095	\$29,565
Colma	0.61%	0.98%	0.60%	0.73%	1,792	2.0%	\$4,268	\$5,241	\$5,325
Daly City	8.52%	9.57%	10.16%	9.42%	101,123	14.1%	\$69,679	\$85,556	\$86,936
East Palo Alto	6.61%	6.75%	8.44%	7.27%	28,155	3.9%	\$44,420	\$54,542	\$55,422
Foster City	2.82%	2.39%	1.93%	2.38%	30,567	4.3%	\$18,550	\$22,776	\$23,144
Half Moon Bay	5.21%	5.04%	2.47%	4%	11,324	1.6%	\$24,962	\$30,650	\$31,144
Hillsborough	1.59%	1.29%	1.14%	1.34%	10,825	1.5%	\$9,247	\$11,354	\$11,537
Menlo Park	4.90%	4.95%	4.50%	4.78%	32,026	4.5%	\$31,769	\$39,008	\$39,637
Millbrae	1.90%	1.99%	1.98%	1.96%	21,532	3.0%	\$14,576	\$17,897	\$18,186
Pacifica	5.72%	6.38%	4.78%	5.63%	37,234	52.0%	\$37,288	\$45,784	\$46,523
Portola Valley	0.90%	0.76%	0.16%	0.61%	4,353	0.6%	\$4,084	\$5,014	\$5,095
Redwood City	12.91%	13.24%	13.25%	13.13%	76,815	10.7%	\$85,143	\$104,543	\$106,229
San Bruno	5.23%	5.19%	6.86%	5.76%	41,114	5.7%	\$38,734	\$47,559	\$48,326
San Carlos	3.35%	3.45%	3.00%	3.27%	28,406	4.0%	\$22,921	\$28,143	\$28,597
San Mateo	15.82%	14.67%	17.84%	16.11%	97,207	13.5%	\$105,000	\$128,924	\$131,004
S. San Francisco	9.08%	9.34%	11.99%	10.14%	63,632	8.9%	\$66,530	\$81,689	\$83,007
Woodside	4.41%	1.27%	1.07%	2.25%	5,287	0.7%	\$13,111	\$16,098	\$16,358
County	1.57%	3.73%	2.92%	2.74%	61,222	8.5%	\$26,235	\$32,213	\$32,732
HVAC +Solar Costs*	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$1,800,000	\$1,800,000
Burlingame Waterline	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$270,000
Misc. Site Improvements	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$530,000
<b>Total</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>718,451</b>	<b>100.00%</b>	<b>\$673,405</b>	<b>\$826,843</b>	<b>\$840,179</b>

\* HVAC, Solar, and Miscellaneous site improvement costs of \$2.6 million removed from cities portion of costs and paid for by County of San Mateo. Overall total project cost is \$28.3 million.  
Resolution #073369