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
\[\text{27th} \, \text{day of February, 2015,} \]
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 50 years with the current Agreement expiring on June
30, 2015; 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, 2020; 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
Exhibit C – Animal Control Contractor Responsibilities
Exhibit D – Animal Licensing Contractor Responsibilities
Attachment 1 – Agreement between County of San Mateo and the Peninsula Humane Society & SPCA

2. Definitions

2.1 Administrative Costs: The actual costs, including, but not limited to, salaries, benefits, dispatch, 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 regulating and enforcing laws dealing with 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 regulating 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 Animal Control Contractor’s 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 its 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’s animal control ordinance(s) shall 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 each City’s territorial limits. The fee schedule adopted by each City shall be the same as outlined in Chapter 6.04.290 of the San Mateo County Ordinance Code, hereinafter “County Ordinance”.

Enforcement of provisions of each City’s ordinance that differs
substantially from the County Ordinance 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 or 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 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 Each City agrees to meet annually with County to develop performance measures that are valid, reliable, and supported by accessible data to be used to evaluate the level and quality of services provided by Animal Control Contractor and Animal Licensing Contractor.

3.8 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, 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 31st 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 November 15th of each year; and

c. Each City shall pay the County the amount shown on the Final Invoice no later than December 31st of each year.

3.9 If revenue collected exceeds Net Program Costs, the excess will be returned to the Cities using the Proportionate Share of Costs.

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 3.8 above.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015-16</td>
<td>$5,944,135</td>
</tr>
<tr>
<td>2016-17</td>
<td>$6,122,459</td>
</tr>
<tr>
<td>2017-18</td>
<td>$6,275,521</td>
</tr>
<tr>
<td>2018-19</td>
<td>$6,463,786</td>
</tr>
<tr>
<td>2019-20</td>
<td>$6,625,381</td>
</tr>
</tbody>
</table>

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 3.8 above.

<table>
<thead>
<tr>
<th>Current Contract 2013-2016</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>One year license</td>
<td>$3.80 per license</td>
</tr>
<tr>
<td>Multi-year license</td>
<td>$3.80 for the first year and $2 for each additional year</td>
</tr>
<tr>
<td>Late fees collected</td>
<td>$2.50 collection service fee for each license</td>
</tr>
<tr>
<td>Replacement tags</td>
<td>$3.80 per tag</td>
</tr>
<tr>
<td>Bank and supply fees</td>
<td>Actual cost</td>
</tr>
</tbody>
</table>

4.2 The County shall provide the services as outlined in this Agreement for the following estimated amounts. Parties 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 3.8 above.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015-16</td>
<td>$420,000</td>
</tr>
<tr>
<td>2016-17</td>
<td>$433,000</td>
</tr>
<tr>
<td>2017-18</td>
<td>$442,000</td>
</tr>
<tr>
<td>2018-19</td>
<td>$455,000</td>
</tr>
<tr>
<td>2019-20</td>
<td>$466,000</td>
</tr>
</tbody>
</table>

4.3 In consideration of the payment provided for in Section 3.8, 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 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.

c. If requested, the Parties’ representatives will meet annually to develop performance measures that are valid, reliable, and supported by accessible data to be used to evaluate the level and quality of service provided by the Animal Control Contractor and Animal Licensing Contractor.

d. With direction from each City, respond on behalf of each City to public inquiries regarding the Animal Control Program and the Animal Licensing Program.

e. Provide monthly report showing field, shelter, licensing activities, and Dangerous Animal Permit holders as feasible.

f. Provide dispatch services for after-hours/holiday calls for animal control and licensing.

g. Provide radio maintenance services on radio equipment owned by the Parties and used to perform services as outlined in Exhibit C.

h. 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.

i. 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.

j. Annually provide each City with the audit report required and completed as outlined in Exhibit C.

k. At the end of the second year of this Agreement, arrange and oversee a performance audit 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 3.8.

l. **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. Oversee a committee known as the Spay/Neuter Assistance Advisory Committee comprised of volunteers and city representatives. This Committee will convene quarterly to discuss spay/neuter voucher activities and outreach efforts focused on pet overpopulation. It will also be used as a forum for each City and the public to ask questions and share concerns regarding spay/neuter assistance. Meetings will be arranged and scheduled by County staff.
   3. 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.

m. 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.
n. 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.

o. 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.

p. 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.

q. 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.

r. 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.

s. Work with San Mateo County veterinarians to ensure anti-rabies vaccination reporting as required by the County.

t. 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.

u. 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 a anti-rabies vaccination as required by State law or County ordinance and report annually to the Department of Public Health.

v. Attend the Animal Control Contractor's monthly vaccination clinic in an on-going effort to educate pet owners on the importance of vaccinating and licensing dogs and cats that reside in the County and the Cities.
w. Provide decapitation training and materials to Animal Control Contractor's staff.

x. 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 & 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.

Field Enforcement Services. Services Agreement shall require that the Animal Control Contractor shall provide adequate staff for the provision of field enforcement services for the purpose of enforcing state and local ordinances pertaining to domestic animals, as described in Exhibit C.

Shelter Services. Services Agreement shall require that the Animal Control Contractor shall provide adequate staff and facilities for the provision of shelter services, including the impounding, receiving of unwanted animals, housing, redemption, treatment, sale, adoption, euthanasia and disposal of animals. The shelter and care for all stray and unwanted animals shall be provided 24 hours a day 7 days a week, as described in Exhibit C.

Treatment Services. Services Agreement shall require that, in accordance with California state law, the Animal Control Contractor shall provide adequate staff and facilities for the provision of treatment services to injured animals as described in Exhibit C.

Licensing Services. Services Agreement shall require that, in accordance with California state law, the Animal Licensing Contractor shall provide adequate staff and facilities for the provision of licensing dogs and cats as described in Exhibit D.
5.3 **Lease.**

a. To enable the Animal Control Contractor to perform the services contemplated by this Agreement for the entire term, each City understands that the existing Animal Control Contractor’s leasehold of the animal care shelter located at 12 Airport Boulevard in San Mateo, California, is subject to the County and Animal Control Contractor’s lease agreement and that the current lease shall extend at the rental rate of one dollar ($1.00) per annum, but only so long as the Animal Control Contractor’s Services Agreement remains in full force and effect. Notwithstanding the above, when the County’s proposed new shelter facility is ready to accommodate all services required to be provided by the Animal Control Contractor under the Services Agreement that are now provided in the existing facility, the lease will terminate. At such time, County will provide the Animal Control Contractor with 90 days written notice to, and the Animal Control Contractor shall within that 90 days, vacate the existing facility unless both parties agree to an extension.

b. Once construction begins on the new animal care shelter to be located at 12 Airport Boulevard in San Mateo, California, presently anticipated to be during the summer of 2015, each City may participate on an Animal Care Shelter Advisory Committee. This Committee will convene at key junctures during the construction process to discuss the progress. It will also be used as a venue for each City to ask questions and share concerns. Meetings will be arranged and scheduled by County staff.

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 as set forth in Exhibit B.

In the event that any party asserts that an emergency safety-related repair is needed to the portions of the Peninsula Humane Society & SPCA facility 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. Parties acknowledge that the County has prepared a Maintenance & Repair survey “Survey” of conditions and deferred maintenance and repairs of the portion of the PHS/SPCA facilities used for contracted animal control services, located at 12 Airport Boulevard in the City of San Mateo, which document is included in Attachment 1.

While Animal Control Contractor may use contract funds for the general maintenance of the PHS/SPCA facility located at 12 Airport Boulevard in the City of San Mateo that are used to provide contracted animal control services, repairs shall be prioritized to those noted in the “Survey” or that ensure safe and effective operation of the facility.

Animal Control Contractor will send the County a quarterly itemized report showing the repairs and maintenance performed at the facility.

The Animal Control Contractor agrees to allow the County Department of Public Works to access to the facility quarterly to review conditions. This authorized visit does not in any way create a process for authorizing repairs as the decision of which repairs to perform remains at the discretion of the Animal Control Contractor.

In the event of an emergency safety related repair or other repair deemed necessary in order to maintain the facility in operable condition is needed to the portions of the PHS/SPCA facility located at 12 Airport Boulevard in the City of San Mateo that are used to provide contracted animal control services, Parties agree to meet in good faith to jointly determine which maintenance or repairs are required and whether or not such repair work shall be undertaken.

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.

Program Deficit or Surplus. The Cities acknowledge and agree that:

a. The Animal Control Contractor may retain half (50%) of all unspent animal control contract funds with the written approval of the County and exercise full authority over the use of its share, if the County determines that the savings by Animal Control Contractor have not impacted the quality of services detailed in this Agreement.

b. County's determination under Section 5.6(a) shall follow within 90 days subsequent to County review of a mutually acceptable Audit Report, defined in Exhibit C of this Agreement.

c. The Animal Control Contractor has agreed not to use these savings to provide services which will add on-going costs to services covered by this Agreement without written County approval.

d. This Section 5.6 shall not apply to cost savings resulting from decreased levels of service due to changes in each City, County
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 basis to the Cities summarizing various field enforcement 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, 2015 through June 30, 2020.

Except as otherwise provided by this section, this Agreement may not be terminated by any party during the effective period from July 1, 2015 through June 30, 2020. 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 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 each City as set forth in Sections 3.6 and 4.2.

c. In the event of concurrent negligence of the County, its officer 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. Finally, 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. This indemnification and hold harmless clause 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, sex, 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: Jean Fraser, Chief of the Health System
Address: 225-37th Avenue San Mateo, CA 94403
Telephone: 650.573.2912
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: ________________________

TOWN OF ATHERTON

______________________________
ATTEST:

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: April 27, 2015

ATTEST: CITY OF MILLBRAE

City of Millbrae, Clerk

Dated: ____________________

ATTEST: CITY OF PACIFICA

City of Pacifica, Clerk

Dated: ____________________

ATTEST: TOWN OF PORTOLA VALLEY

Town of Portola Valley, Clerk

Dated: ____________________

ATTEST: CITY OF REDWOOD CITY

City of Redwood City, Clerk

Dated: ____________________

ATTEST: CITY OF SAN BRUNO

City of San Bruno, Clerk
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 2014-15 Proportionate Share of Cost:

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Exhibit C
Animal Control Contractor Responsibilities

Animal Control Contractor shall provide the following services:

1. Enforce all County and City ordinances which are substantially similar to Chapters 6.04, 6.12, and 6.16 of Title 6 of the San Mateo County Ordinance Code and issue citations as appropriate for violations of said Chapters 6.04, 6.12, and 6.16 of Title 6 of San Mateo County Ordinance Code.

2. Enforce all applicable animal control laws of the State of California, unless excluded as specified in this Exhibit, Section 31, Excluded Services.

3. Impound all dogs caught at large and provide for field return as appropriate.

4. Provide rabies investigation and quarantine services according to the procedures described in this document and incorporated herein as Attachment 2 to the Services Agreement between County and Animal Control Contractor (Attachment 1) except as where the Contractor, in its sole opinion, believes that such services would result in conflict with law and/or Contractor’s mission and purpose as a humane society for the prevention of cruelty to animals.

5. Notify County by January 31st of the number of quarantines handled for the past calendar year, broken down by city, compared to the average number of quarantines for the prior three calendar years and showing in-home vs. sheltered quarantines.

6. Upon request by City or County, investigate complaints of animal-related public nuisances, except excluded services as specified in this Exhibit, Section 31 Excluded Services.

7. Remove dead animals from the public right-of-way, except freeways and/or highways which are maintained by CALTRANS.

8. Remove stray dead domestic animals from private property for no charge.

9. Remove owned domestic dead animals at the request of owner with a charge to the citizen requesting the service.

10. Investigate and follow up with impoundment, citation and/or prosecution of reported animal bites and attacks in conjunction with City Attorney and/or District Attorney.

11. If euthanasia is necessary for a sick or injured wild animal in the field, the euthanasia shall be conducted by trained personnel with necessary equipment, both of which will be provided by Contractor. This service shall be available twenty-four (24) hours a day, seven (7) days a week.
12. Investigate and follow-up on dangerous and vicious animal complaints, including but not limited to, initially determining the designation of animal as dangerous or vicious, as defined by appropriate ordinance; testifying at hearings; monitoring dangerous animal permits; investigating and citing owners for permit violations; impounding all dangerous and vicious animals posing an immediate threat to the public health and safety; euthanizing vicious animals; and performing annual inspections of residences maintaining dangerous animals.

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 A 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.

13. Investigate dog vs. person incidents at County and/or City or other approved off-leash dog areas including dog parks, beaches, public parks, etc., and if appropriate, designate animal as dangerous or vicious.

14. Assign animal control and/or humane officers to perform the functions specified throughout this Exhibit. Such officers shall conduct routine patrols except areas noted in Excluded Services 31.1-31.12; respond to complaints; investigate and perform rescues; comply with court subpoenas; impound dangerous, vicious, injured, and/or loose animals.

15. Employ sufficient resources to provide the level of service guaranteed to County and contract areas as shown in Exhibit A.

16. Field Enforcement Staffing & Services

16.1 Contractor shall staff its field services adequately to provide field enforcement services throughout the County as provided hereunder. Field Services enforcement shall be provided twenty-four (24) hours a day, seven (7) days a week as specified in this Exhibit, Section 16.

16.2 Contractor’s field services shall include enforcement of all local ordinances which are substantially similar to the County’s Ordinance 6.04, 6.12, 6.16 and all related state laws pertaining to animals, except as otherwise noted in the Services Agreement between County and Animal Control Contractor (Attachment 1).
16.3 Field Enforcement shall include:
   a) **Priority 1 Calls.** Contractor shall immediately respond to all emergency calls for service, but always within one hour. For the purpose of this subsection, an 'emergency call' means a sick or injured animal; complaint of a bite or attack in progress; a bite or attack which has occurred and where the animal remains a threat to persons or property; or a Dangerous Animal Permit violation that has occurred and same Dangerous Animal remains a threat to persons or property; reports of aggressive dogs or dog packs; and stray dogs confined by law enforcement; and
   b) **Priority 2 Calls.** Contractor shall respond without unnecessary delay to all non-threatening Dangerous Animal Permit violations; late reports of animal bites or attacks where there is no longer an immediate threat to persons or property. Priority 2 Calls should routinely be resolved as soon as reasonably possible, but always within twelve (12) hours of receiving the call; and
   c) **Priority 3 Calls.** Contractor shall respond as soon as reasonably possible to calls pertaining to quarantines; non-threatening loose dogs; stray livestock; or dead animal pick up; and all other non-emergency calls for service including pick up of confined strays from the public, but always within twenty-four (24) hours of receiving the call.

Notwithstanding any other provision herein, Contractor shall respond on Sundays, holidays, and after regular patrol hours (9pm-8am) only to calls in the Priority 1 and 2 categories unless staffing is available.

In any case wherein the Contractor does not believe it will be able to respond within these guidelines, the Contractor shall inform the reporting party and/or the local law enforcement agency as to the reason for the delay and an anticipated time frame for the Contractor’s response.

16.4 When there is reasonable belief of a person’s or an animal’s exposure to rabies, Contractor will immediately notify Public Health personnel, 650.573.2346, 8am-5pm, M-F or 650.363.4981 after hours/holidays.

17. **Impoundment**

17.1 Within 24 hours of receipt of a specific request from City and/or County law enforcement agencies, Contractor shall promptly impound any animal when lawfully requested. The requesting law enforcement agency must be present at the scene of the impoundment and must provide Contractor with any warrants required for entry and/or impoundment. This request may come at any time the local law enforcement agency deems it is appropriate.

17.2 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, appears at the Contractor's facility, and pays relevant impoundment, emergency medical treatment, and licensing/permit fees to redeem said animal.

17.3 Contractor shall maintain for four (4) years 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 or adopted animal; and fees, charges and proceeds charged and collected for adoption or redemption. Contractor shall record all inoculations, which will then be included as part of said record.

18. May issue citations to any person whose animal is in violation of any state statute or County and/or City ordinance, unless noted as an exception elsewhere in the Services Agreement between County and Animal Control Contractor (Attachment 1).

19. Refer neighborhood related animal complaints to the Peninsula Conflict Resolution Center or appropriate local mediation service.

20. **Sheltering Services**

20.1 Shall provide shelter services including receiving and impounding animals; housing animals; redemption of animals; treatment of animals; spay/neuter of animals; euthanasia of animals; and/or disposal of animals.

20.2 Employ sufficient resources to provide the level of sheltering services guaranteed in the Services Agreement between County and Animal Control Contractor (Attachment 1).

20.3 Shelter and care for all animals received twenty-four (24) hours a day, seven (7) days a week.

20.4 Provide services as required by the State of California Penal Code 597.1 and state laws governing shelters for animal care, treatment, holding periods, and placements and dispositions.

20.5 Shall have business offices and public access areas of shelter to be open to the public on a schedule designed to benefit the public and facilitate the services established in this Services Agreement, provided that the hours and access be a minimum of forty (40) hours per week. Contractor shall post and publicize public hours, and inform the County and contract areas shown on Exhibit A of hours and of any change in hours.

20.6 May subcontract, with prior written approval of the County, for the service of decapitation of animals for rabies testing, as long as such subcontract does not increase costs to County and contract areas shown on Exhibit A.
20.7 Microchip all animal 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.

21. **Treatment, Staffing and Services**

21.1 Shall provide or arrange to provide treatment to injured or sick animals in accordance with Section 597.1 of the State of California Penal Code and other relevant state law.

21.2 Employ sufficient resources to provide the level of treatment services guaranteed in the Services Agreement between County and Animal Control Contractor (Attachment 1).

21.3 Bring all injured and/or sick dogs and cats found without an owner in a public place or confined by a citizen directly to a veterinarian in the community or to the Contractor’s facility where it will be determined whether said animal should be immediately euthanized or be hospitalized under proper care and given emergency treatment. Injured or sick animals will only be transported to Contractor’s facility if staff and/or volunteers are available to treat said animals.

21.4 On holidays, weekends, and between 6pm and 8am, M-F, and as may be otherwise needed on an emergency basis, all injured and/or sick animals may be taken by Contractor to an emergency veterinarian clinic/hospital if Contractor’s staff and/or volunteers are unavailable to treat said animals and if the condition of the animal requires immediate treatment according to the judgment of the Contractor.

21.5 If an animal becomes sick and/or injured while at the Contractor’s facility, it will be treated by the Contractor’s available veterinary staff and/or volunteers. If staff and/or volunteers are not available to treat sick and/or injured animal, it will be transported to a veterinary clinic/hospital for emergency or immediate treatment, if needed.

22. **Licensing & Permit Issuance for Dogs and Cats.**

**Contractor shall:**

22.1 Not release any impounded dog or cat to its owner unless it is licensed as required by applicable ordinance unless refusing to release the animal causes a conflict to the Contractor’s mission and purpose as a humane
society for the prevention of cruelty to animals, and/or where efforts to collect fees would, in Contractor’s estimation, potentially jeopardize safety of its staff, volunteers, or facilities.

22.2 License and/or issue required permits and collect applicable fees for all dogs and cats that are encountered at the Airport Blvd. shelter as required by applicable ordinance.

22.3 Issue dog and cat licenses to the general public as required by applicable ordinance and collect applicable fees.

23. **Performance Measures.**

**Contractor shall:**

23.1 Collect and maintain data as outlined in the Services Agreement between County and Animal Control Contractor (Attachment 1) Section 8 Performance Measures.

23.2 Report calendar year data to County by January 15th of each year of the Services Agreement between County and Animal Control Contractor (Attachment 1).

24. **Pick up of animals.**

**Contractor shall:**

24.1 Pick up and dispose of any dead animal on any street, sidewalk, or other public property with reasonable access as determined in the sole discretion of Contractor except as otherwise indicated in this Exhibit.

24.2 Pick up and dispose of domestic animals on private property for free if the animal is not owned (stray).

24.3 Pick up domestic, owned animals on private property for a fee.

24.4 Pick up and/or dispose of dead or live wildlife on private property or brought to shelter if such wildlife has had direct contact with humans and/or domestic animals which are involved in a bite, attack, is sick, or is injured.

24.5 Dispose of dead or live wildlife or domestic dead animals that are brought to the shelter.

25. **Disaster Preparedness.**

Contractor shall participate in a minimum of one full-scale exercise with San Mateo
County Health System or the Office of Emergency Services annually. County to provide Contractor with a list of exercises which meet this requirement.

26. **Reporting**

Contractor shall:

26.1 Provide complete statistical and other summary information regarding activities and services performed under the Services Agreement between County and Animal Control Contractor (Attachment 1) upon request and with reasonable notice from County or contract areas as well as from members of the public.

26.2 Provide monthly sheltering, field services, and adoption statistical reporting to County and Cities. Information contained on said monthly reports shall be agreed upon by Parties annually.

26.3 Provide annual reports on:
   a) Total rabies vaccinations given to dogs and cats by Contractor
   b) Total quarantines (home & shelter) monitored by Contractor
   c) Total spay/neuter surgeries provided by Contractor

Information contained on said annual reports shall be agreed upon by Parties annually.

26.4 Provide annually an organizational chart showing Contractor staff positions for all areas of the Services Agreement between County and Animal Control Contractor (Attachment 1).

26.5 Work with County representatives to identify means to best gauge County & Cities fee structure.

27. **Record Requests**

27.1 Comply with any request by a representative of County for records or documents.

Nothing in the Services Agreement between County and Animal Control Contractor (Attachment 1) obligates Contractor to release names, addresses, phone numbers and/or any other personal, private or other identifying information that it deems confidential for the purposes of conducting its business or for maintain individuals' privacy protection.

Contractor agrees to hold harmless and indemnify County and its officer, agents and employees, against any and all claims, suits or actions of any kind resulting from any decision by Contractor, or its officers, agents or
employees, to withhold any document or information from any member of the public.

27.2 Provide Dangerous or Vicious animal reports prepared by Contractor for purpose of administrative hearings to the County or City and the animal owners, and other interested parties so requesting, no less than three days prior to the scheduled hearing; provided however that Contractor reserves the right to maintain the confidentiality of any private information as described in the Services Agreement between County and Animal Control Contractor (Attachment 1) Section 13 Hold Harmless.

28. **Audit Requirement & Records**

Contractor shall annually hire an independent auditor who will conduct a fiscal year audit of all expenses and revenues and services provided hereunder. 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 Services Agreement between County and Animal Control Contractor (Attachment 1) and the requirements and regulations contained hereunder. The completed written audit and opinions shall be supplied to the County by December 31st of each calendar year for the previous fiscal year. 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 Services Agreement between County and Animal Control Contractor (Attachment 1).

29. **Vaccination Clinics**

29.1 Contractor will hold a minimum of one low cost vaccination clinic per month at the animal control shelter.

29.2 County licensing staff will participate at the clinic for no additional payment to Contractor.

30. **Communications**

30.1 Contractor agrees to report to the City Managers' Group upon request, at a maximum of quarterly over the term of the Services Agreement between County and Animal Control Contractor (Attachment 1).

30.2 Contractor agrees to meet with representatives of Contractor's Board of Directors and a committee of City and County elected officials upon request, at a maximum of once a year over the term of the Services Agreement between County and Animal Control Contractor (Attachment 1).
31. **Excluded Services**

31.1 Enforcement of regulations regarding the number of animals per household.

31.2 Removal and/or disposal of dead marine animals.

31.3 Pick up of baby birds.

31.4 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.

31.5 Respond to barking dog complaints or animal noise nuisance complaints.

31.6 Enforce state law and regulations related to the prevention of cruelty to animals including but not limited to animal abandonment.

31.7 Respond to marine mammals/fish whether dead or alive.

31.8 Respond to pest-control issues (e.g., infestations, perceived or real, of rats, mice, insects, gophers, wasps, or spiders).

31.9 Respond to mountain lions and any wildlife incidents that could constitute a violation of the Contractor’s California Department of Fish and Wildlife permits.

31.10 Respond to incidents involving dangerous escaped exotic animals.

31.11 Investigate dog vs. dog incidents at County and/or City or other approved off-leash dog areas including dog parks, beaches, public parks, etc.

31.12 Routine patrol of leash-law enforcement in parks, beaches, and other public places. Contractor will respond to complaints, calls, and observed violations regarding off-leash dogs in parks, beaches, and other public places, yet not complete routine patrols.
Exhibit D
Animal Licensing Contractor Responsibilities

Animal Licensing Contractor shall provide the following services:

Management of daily operations for animal licensing

Data Entry & Processing
Process correspondences from pet owners including, but not limited to, issuing tags.

Provide timely billing and renewal notices to pet owners, with at least one of the notices to be printed on an 8-½ x 11 sheet of paper and a return envelope is enclosed. In addition, at least one of the notices will provide pet owner with the date in which the late fee became due.

Provide data entry of both new and renewal licenses and vaccination information. Implement procedures for verification of information submitted.

Ensure complete, unduplicated, and accurate information.

Process, collect, and provide receipts for animal licensing fees.

Provide licensing and vaccination data for a weekly transfer of data from the Contractor’s database into County’s proprietary database.

Provide customer service including communication with citizens, veterinarians, and designated County staff.

Issue service animal tags to County approved service animal owners. Assist County staff in processing rabies exemption applications.

Veterinarians & Other Authorized Registrars
Process license sales and vaccination reports from other sources (i.e. the local animal shelter, veterinary clinics, pet stores, etc.)

Assist County staff to ensure reasonable quantities of on-site of basic supplies (reporting forms, vaccination certificates, citizen mailing envelopes, et.) necessary to sell license tags and/or report information on citizens vaccinating their animals against rabies.

Animal License Tags
Process and mail 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.
Issue replacement tags to pet owners whose license tags have been lost, stolen, or damaged.

**Electronic Payments & Banking**
Provide the ability for pet owners to pay through the Contractor's Merchant Service Provider.

Provide on-line customer service via the Contractor's website to allow pet owners to make license payments or donations.

Deposit all receipts collected for licensing into a bank account set up solely for the purpose of managing County animal licensing funds.

Make daily deposits and transmit verification of said deposits to designated County staff by the tenth of the following month.

Collect and report electronic and charge card payments and transmit verification of said deposits to designated County staff by the tenth of the month.

Send all funds collected and deposited on behalf of the County via a monthly wire transfer by the tenth of the following month.

Accept license fees from licensees via the following forms of payment at a minimum: check, money order, debit or ATM Card, or credit cards.

**Charges to Licensee for on-line payments:**
Cost of Recovery Processing Fees in the amount of $1.95 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.

**Communication & Access**
Provide timely responses to and communication with citizens, County designees, and Animal Control and Licensing program representatives including Animal Control Officers.

Provide a customized San Mateo County toll-free number and answering service.

Provide 24/7 access to Contractor's database by County, Emergency Dispatch, and any other authorized Division personnel, including login.

Communicate to pet owners on the status of their pet's license status including annual billing.
Reporting
Provide monthly report of animals licensed to the County.

Provide statistical reports as requested by the County.

Provide monthly report of all veterinarians who are delinquent in submitting their monthly vaccination without license (VWL) reports.

Provide monthly, quarterly, and annual lists of delinquent licenses as requested by the County.

Additional Services
Work in partnership with County staff on developing and implementing options to increase licensing compliance.

Contractor agrees that the animal licensing information belongs to the County and will never sell, transfer, or release personal data to a third party.

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.

Contractor agrees to comply with California state and local laws governing animal licensing.

Contractor will back up all databases twice during the working day.
AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
THE PENINSULA HUMANE SOCIETY & SPCA, A CALIFORNIA NONPROFIT
CORPORATION

THIS AGREEMENT, entered into this ___ day of _____________ , 20___
by and between the COUNTY OF SAN MATEO, hereinafter called “County,” and
PENINSULA HUMANE SOCIETY & SPCA, hereinafter called “Contractor”:

WITNESSETH:

WHEREAS, pursuant to Government Code Section 31000, 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 providing animal care, control and shelter services, as required under local and
state law and in the interest of the public safety and welfare, for the entire unincorporated
territory of the County of San Mateo and all cities of the County of San Mateo which have
contracted with the County for such services (collectively hereinafter, “Cities”); and

WHEREAS, Contractor is a private, nonprofit corporation organized under the
California Nonprofit Public Benefit Corporation law for charitable purposes, including for
the prevention of cruelty to animals; and

WHEREAS, County and Contractor (collectively hereinafter, “Parties”) wish to enter
into a written Agreement for Animal Control and Shelter Services, in which Contractor
agrees to perform and County agrees to compensate Contractor for performance of
certain specified animal care, animal control, and shelter services (hereinafter, “Services
Agreement”); and

WHEREAS, Parties entered into a written Lease Agreement, dated October 12,
1971, as amended (hereinafter, “Lease Agreement”), in which County leased to
Contractor and Contractor leased from County certain premises located at 12 Airport
Boulevard in the City of San Mateo containing approximately 8.766 acres, more or less, at
the rental rate of one dollar ($1.00) per annum for an initial period of four (4) years, ending
August 31, 1975, and renewable at the option of Contractor for three (3) successive
periods of twenty-five (25) years each upon written notice to the County, for use and
occupation of Contractor in carrying out the animal care, control and shelter services
specified in the Services Agreement; and

WHEREAS, on or about August 17, 1976, Parties entered into an amendment of
the October 12, 1971 Lease Agreement whereby Contractor relinquished a portion of the
leased area (identified as Parcel B on Exhibit A) and the County added to the leased area
a portion (identified as Parcel C on Exhibit A), such that the Amended Lease Agreement encompassed a lease of approximately six (6) acres of County real property; and

WHEREAS, on or about August 12, 2003, County sent written notice to Contractor terminating Parties' Lease Agreement early as of August 12, 2006, pursuant to Section 18(b) of the Lease Agreement (hereinafter, "Lease Termination Notice"); and

WHEREAS, on or about June 17, 2003, December 14, 2004, April 24, 2007, and April 26, 2011, Parties entered into written agreements for Animal Control Services and Shelter Services for the purpose of amending and extending the term of the Services Agreement and extending the term of the Lease Agreement by a period ending June 30, 2015; and

WHEREAS, Parties desire to enter into a Services Agreement and extend the current Lease Agreement as set forth herein.

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

1. Exhibits and Attachments
   The following exhibits and attachments are attached to this Services Agreement and incorporated into this Services Agreement by this reference:
   
   Exhibit A—Leased Areas
   Exhibit B—Contract Areas
   Exhibit C—Services
   Exhibit D—Fees to Be Collected for Services Provided
   Exhibit E—Payments and Rates
   Attachment 1—Public Works Inspection dated March 16, 2009
   Attachment 2—Quarantine Algorithm dated February 5, 2014

2. Contractor to Provide
   
   2.1 Services. In consideration of the payments set forth herein and in Exhibit E, and under the general direction of representatives of the San Mateo County Health System, Contractor shall provide animal control services including field enforcement, shelter services, and treatment including spay and neuter, of all animals as described in Exhibit C for County and contract areas as shown in Exhibit B.

   2.2 Facilities & Equipment. Unless stated elsewhere in the Services Agreement, Contractor is responsible for the purchase, repair, and maintenance costs of all facilities and equipment needed to perform services outlined in Exhibit C.

   If County and Cities choose, at their own discretion, to replace equipment that is used solely by the Contractor for the purpose of this Services
Agreement, County and Cities will be financially responsible for the purchase cost of said equipment.

Parties acknowledge that the County has prepared a Maintenance & Repair survey of conditions and deferred maintenance and repairs of the portion of the PHS/SPCA facilities used for contracted animal control services, located at 12 Airport Boulevard in the City of San Mateo, which document is attached and incorporated herein as Attachment 1 (“Survey”).

While Contractor may use contract funds for the general maintenance of the PHS/SPCA facility located at 12 Airport Boulevard in the City of San Mateo that are used to provide contracted animal control services, repairs shall be prioritized to those noted in the “Survey” or that ensure safe and effective operation of the facility.

Contractor will send the County a quarterly itemized report showing the repairs and maintenance performed at the facility.

The Contractor agrees to allow the County Department of Public Works to access to the facility quarterly to review conditions. This authorized visit does not in any way create a process for authorizing repairs as the decision of which repairs to perform remains at the discretion of the Contractor.

In the event of an emergency safety related repair or other repair deemed necessary in order to maintain the facility in operable condition is needed to the portions of the PHS/SPCA facility located at 12 Airport Boulevard in the City of San Mateo that are used to provide contracted animal control services, Parties agree to meet in good faith to jointly determine which maintenance or repairs are required and whether or not such repair work shall be undertaken.

If County and Cities choose to terminate for reasons other than material breach of this Services Agreement or County and Cities choose not to renew this Services Agreement, County and Cities shall be financially responsible for the remaining cost of any lease for vehicles or equipment used by the Contractor solely for the purpose of this Services Agreement.

3. **County to Provide**

   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 Contractor at its shelter or held in a humane way at a designated holding area until it can be picked up by Contractor.

   3.2 **Uniform Ordinances and Citation Authority.** County shall encourage jurisdictions shown on Exhibit B to adopt and maintain the same animal
control ordinance and fee schedule as the County. The animal control ordinances for all jurisdictions shown on Exhibit B shall 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.

Enforcement of city ordinances which differ substantially from the County ordinance and which result in an increase to Contractor’s costs shall be reimbursed directly by the city requiring additional services, as negotiated between city requiring additional services and Contractor; alternately, Contractor may, at its sole discretion, choose not to provide enforcement of city ordinances which differ substantially from the County ordinance. Provision of services to the contracted areas under this Services Agreement shall take priority over such additional services provided separately to contracting cities.

County reserves the right to make amendments to its animal control ordinance at any time. County will involve Contractor in the process of developing proposed ordinance amendments. County will submit any proposed ordinance changes to Contractor, and Contractor will respond within 30 days as to whether or not the proposed ordinance changes are contrary to Contractor’s mission and purpose as a humane society for the prevention of cruelty to animals. Contractor will not be obligated to enforce ordinance changes which are contrary to its mission and purpose. Provided the amendments are not contrary to Contractor’s mission and purpose, Parties shall negotiate in good faith regarding Contractor’s enforcement of the amendments. Should such amendments result in significantly increased costs to Contractor, the Parties agree to negotiate in good faith, appropriate reimbursement, as provided by Section 7 Cost Overruns of this Services Agreement.

3.3 **Radios.** County shall maintain County-owned radio equipment.

3.4 **Dispatch.** County shall provide radio dispatching to Contractor between the hours of 6:00pm and 8:00am Monday through Friday and 8:00am Saturday, Sunday, and Holidays.

Parties shall meet when necessary to agree upon the relevant voicemail message the public hears on Contractor’s telephone during County dispatch hours.

3.5 **Supplies.** County shall provide animal licensing tags for dogs, cats, animals held under a Dangerous Animal Permit, and animals designated as Service Animals.
3.6 **Revenue Services.** County shall provide collection services for fees that are uncollectable after a service has been provided in the cases when the Contractor determines failure to provide the service would result in conflict to the Contractor's mission and purpose as a humane society for the prevention of cruelty to animals and Contractor has made every reasonable attempt to collect said fees.

Contractor has no legal authority to negotiate, waive or retain fees for services outlined in Exhibit C.

3.7 **Training.** County shall provide decapitation training and materials to Contractor's staff to ensure their health and safety.

3.8 **Documents.** Parties shall meet when necessary to agree upon any relevant printed materials which are to be prepared and distributed by the Contractor for use in executing the Services Agreement.

4. **Payments**

4.1 In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit C, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit E. In no event shall the County's fiscal obligation under this Services Agreement exceed Thirty One Million Four Hundred Thirty One Thousand Two Hundred and Eighty Two Dollars ($31,431,282) except as provided by 7.1 of this Services Agreement.

4.2 County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is deficient and in breach of the terms of this Services Agreement unless, after County provides written notice to Contractor of the deficiencies, Contractor cures said deficiencies within sixty days of the written notice of deficiencies.

5. **Fiscal and Program Monitoring**

5.1 Representatives designated by the Parties may meet to review year-to-date expenditures and to discuss any financial or programmatic issues that either party may have. Either party may request a special meeting for these purposes and upon reasonable notice. Any changes in the amount to be paid to the Contractor shall require Board of Supervisors and Cities' approval. If requested by the County, members of the Contractor's Board of Directors Executive Committee and/or President shall meet with representatives from the San Mateo County City Managers Association.

5.2 Where County and Cities issue permits for public exhibitions and events which include animals, such permits shall not be issued without the input of Contractor. Contractor is entitled to recover costs which relate to
staffing that may result during or after the exhibition or event. Such costs shall be collected from the permit applicant by City or County as part of the permit process and then such fee shall be provided to Contractor based on a fee schedule set by Contractor and approved by the City or County in which the event is taking place. Contractor agrees to expeditiously review permits and provide input to the County or 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.

5.3 For budgeting and monitoring purposes, revenue accounts shall be established for each service and shall be maintained separately by Contractor.

6. Use of Contract Revenue

6.1 All funds paid to Contractor pursuant to this Services Agreement shall be used by the Contractor to meet its obligations herein.

6.2 a. Contractor may retain half (50%) of all unspent contract funds with the written approval of the County and exercise full authority over the use of its share, if the County determines that the savings by Contractor have not impacted the quality of services detailed in this contract.

b. Approval from County will follow within 90 days subsequent to County review of a mutually acceptable Audit Report, defined in Exhibit C, Section 28 Audit Requirements & Records of this Services Agreement.

c. Contractor agrees not to use these savings to provide services which will add on-going costs to services covered by this Services Agreement without written County approval.

d. This paragraph shall not apply to cost savings resulting from decreased levels of service due to changes in County or State law as provided by Section 7 Cost Overruns of this Services Agreement.

7. Cost Overruns

7.1 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.

7.2 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.

7.3 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 choose 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.

Notwithstanding any provision of the Lease Agreement to the contrary, should the County choose to exercise the early termination option described herein by providing the required three-hundred-sixty-five (365) days prior written notice of termination of the Services Agreement to Contractor, the early termination of Parties’ Lease Agreement shall also be automatically effected thereby, as of the same date of termination as the Services Agreement, without further notice to Contractor, including but not limited to that otherwise required by Section 18 (b) of the Lease Agreement No. 5024 executed October 12, 1971.

8. Performance Measures

8.1 From the effective date of this Services Agreement, Contractor shall implement the following performance measures.
a. Contractor responds to Priority 1 Calls within 60 minutes of receipt of the call. Target = 90%

For the purpose of this subsection, "responds" is defined as arriving on-scene.

b. Contractor shall not release any impounded animals unless the owner of such animal, or another individual with express written or verbal authority to represent the owner, appears at the Contractor’s facility, and pays relevant impoundment, emergency medical treatment, and/or licensing/permit fees to redeem said animal. Target = 100%

c. Number of pets receiving a rabies vaccination by Contractor. Target a 10% total increase of animals receiving rabies vaccinations by using the baseline of FY 2014-15, with a 10% increase for each consecutive year throughout the term of this Services Agreement.

d. All legally required vaccinations will be verified as up-to-date or given to any domestic animal that comes into the Contractor’s possession prior to being released back into the community unless Contractor’s veterinarian determines said animal has a serious medical condition that by giving the vaccination would risk the animal’s health or well-being. Target = 100%

8.2 If requested, Contractor shall meet annually with the County and City representatives to develop performance measures that are valid, reliable, and supported by accessible data to be used to evaluate the level and quality of service provided by Contractor.

9. Term and Termination

9.1 Services Agreement. Subject to compliance with all terms and conditions, the term of this Services Agreement shall be from July 1, 2015, through June 30, 2020.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Services 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 materials. Contractor shall be entitled to receive payment for work/services provided prior to termination of this Services Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by this Services Agreement.
9.2 **Material Breach.** In the event of a material breach of this Services Agreement by either party, the other party shall notify the breaching party of such material breach and that such breach must be cured within sixty days of the notice. In the event the breaching party does not cure the material breach within sixty days, the notifying party may immediately terminate this Services Agreement or seek any other applicable legal remedy including but not limited to specific performance of this Agreement. 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 until termination. Contractor shall have no right to, or claim against County or any contracting City for, the balance of the contract amount.

9.3 **Lease Agreement.** To enable Contractor to perform the services under this Services Agreement for the entire term, Parties hereby agree that Contractor’s leasehold of the premises subject to the Parties’ Lease Agreement and the Lease Termination Notice shall extend at the rental rate of one dollar ($1.00) per annum, but only so long as this Services Agreement remains in full force and effect. Notwithstanding the above, when the County’s proposed new shelter facility is ready to accommodate all services required to be provided by Contractor under this Services Agreement that are now provided in the existing facility, the lease will terminate. At such time, County will provide Contractor with 90 days written notice to, and Contractor shall within that 90 days, vacate the existing facility unless both parties agree to an extension.

10. **Negotiated Agreement**

Parties acknowledge and agree that this Services Agreement was reduced to writing by County solely for the convenience of the Parties and that neither party is to be considered the drafter of this Services Agreement for the purposes of construction or interpretation of said Services Agreement or any ambiguity herein. Parties acknowledge that the language and provisions of this Services Agreement was negotiated between the Parties, each of whom had the benefit of legal counsel.

11. **Availability of Funds**

County may terminate this Services Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, City or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding. In the event of termination, Contractor shall only be entitled to payment under this Agreement for services already rendered as of the date of termination and shall refund any payments made in advance for which services have not been rendered. Contractor shall not be obligated to provide any services under this Services Agreement for which funding is not available.

12. **Relationship of Parties**
Contractor agrees and understands that the work/services performed under this Services 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.

13. **Hold Harmless**

13.1 Contractor shall hold harmless and indemnify the County, and each participating city as listed in Exhibit B as third party beneficiaries of this Services 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, and/or from any activities undertaken by Contractor, its officers, employees or agents, under this Agreement, and which result from the negligent or unintentional 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.

13.2 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, 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.

14. **Assignability and Subcontracting**

If the Cities within San Mateo County and the County establish a Joint Powers Agency to implement the administrative function of the Animal Control Program, this Services Agreement may be assigned to it by the County.

Contractor may not assign this Services Agreement in whole or in part to a third party without the prior written approval of the County except as otherwise noted elsewhere in this Services Agreement. All obligations contained herein shall remain in force following any such assignment, except by mutual written agreement of Parties.

Any such assignment or subcontract without County’s prior written consent shall give County the right to automatically and immediately terminate this Services Agreement.

15. **Insurance**

Contractor shall not commence work or be required to commence work under this Services 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 Services 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.

15.1 **Workers’ Compensation and Employer’s Liability Insurance.** Contractor shall have in effect during the entire term of this Services Agreement workers’ compensation and employer’s liability insurance providing full statutory coverage. In signing this Services Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that 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) that it will comply with such provisions before commencing the performance of work under this Services Agreement.

15.2 **Liability Insurance.** Contractor shall take out and maintain during the term of this Services 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 Services
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 Services Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by 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 amount specified below.

Such insurance shall include:
(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, 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 Services Agreement and suspend all further work and payment pursuant to this Services Agreement.

16. Compliance With Laws

16.1 All services to be performed by Contractor pursuant to this Services 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 handicap 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 Services 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 Services Agreement. Notwithstanding, nothing in this Section in any way alters the provisions set forth in Section 3.2, 7.2,
and 7.3 regarding obligations and rights of the Parties as it relates to changes made to City and County ordinances and State laws during the term of this Agreement.

16.2 Further, Contractor certifies that Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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

17. Non-Discrimination and Other Requirements

17.1 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.

17.2 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 Services Agreement. Contractor's equal employment policies shall be made available to County upon request.

17.3 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 handicapped individual 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 this Services Agreement. This Section applies only to contractors who are providing services to members of the public under this Services Agreement.

17.4 Compliance with County's Equal Benefits Ordinance. With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

☐ Contractor complies with Chapter 2.84 by:

☐ offering the same benefits to its employees with spouses and
its employees with domestic partners.

☐ offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor’s cost of providing the benefit to an employee with a spouse.

☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees’ spouses.

☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

17.5 Discrimination Against Individuals with Disabilities. The Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.

17.6 History of Discrimination. Contractor must check one of the two following options, and by executing this Services Agreement, Contractor certifies that the option selected is accurate:

☐ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigatory entity.

☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigatory entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

17.7 Violation of Non-discrimination provisions. Violation of the non-discrimination provisions of this Services Agreement shall be considered a breach of this Services 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 Services Agreement;

ii) disqualification of the Contractor from bidding on 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 examine Contractor’s employment records with respect to compliance with this Section and/or to set off all or any portion of the amount described in this Section against amounts due to Contractor under this Services Agreement or any other agreement between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations 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 the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

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

Contractor shall comply with Chapter 2.85 of the County’s Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they 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 employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Services Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County’s Ordinance Code.”

19. **Retention of Records, Right to Monitor and Audit**

19.1 Contractor shall maintain all records pertaining to services provided under this Services Agreement for a period of 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 of County, a Federal grantor agency, and the State of California.

19.2 Reporting and Record Keeping. Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State, and local agencies, and as required by County.
19.3 Contractor agrees upon reasonable notice to maintain and provide to County, to 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.

19.4 All books, records, reports and accounts maintained pursuant to this Services Agreement as related to Contractor's activities under this Services Agreement shall be open to inspection and audit by the County or a designated representative, and by representatives of the state and federal government, upon reasonable notice during normal business hours throughout the life of this Services Agreement and for a period of four (4) years thereafter.

19.5 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, County may request additional detailed information of one or more services performed for the purpose of a performance audit. The County shall make every effort to follow Generally Accepted Government Auditing Standards (GAGAS). The Contractor shall not unreasonably deny such requests under this intent. County may not require additional information of Contractor which Contractor, in its sole discretion, knows to be unduly burdensome to provide and/or which will interfere with the operations of Contractor's programs and services including such programs and services which are not covered by this Services Agreement.

20. **Merger Clause & Amendments**

This Services Agreement, including the Exhibits and Attachments attached to this Services Agreement and incorporated herein by reference, constitutes the sole Services Agreement of the parties to this Services 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 Services Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Services Agreement, the provisions of the body of this Services 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.

21. **Controlling Law and Venue**

The validity of this Services Agreement and of its terms or provisions, the rights and duties of the parties under this Agreement, the interpretation of this Services Agreement, the performance of this Services Agreement, and any other dispute of any nature arising out of this Services 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 Services 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.

22. **Effectiveness of Services Agreement**

This Services Agreement becomes effective only after all jurisdictions shown on Exhibit B adopt it by entering into the agreement for animal control services between the County and participating cities.

If such County/City Services Agreement is not adopted by all jurisdictions shown on Exhibit B, this Services Agreement is null and void in its entirety except in such an event, Contractor and any of the jurisdictions shown on Exhibit B are in agreement with the terms and conditions and choose to use it as the grounds for considering a Services Agreement acceptable to only those parties, with such changes in payment and other terms as the parties agree.

23. **Notices**

Any notice, request, demand, or other communication required or permitted under this Services 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: Jean Fraser, Chief of the Health System  
Address: 225-37 Avenue  San Mateo, CA 94403  
Telephone: 650.573.2912  
Facsimile: 650.573.2788  
Email: JFraser@srncaov.org

**In the case of Contractor, to:**

Name/Title: Ken White, President  
Address: 1450 Rollins Road  Burlingame, CA 94010
24. **Electronic Signature**

If both County and Contractor wish to permit this Services Agreement and future documents relating to this Services Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Services Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: □ If this box is checked by County, County consents to the use of electronic signatures in relation to this Services Agreement.

For Contractor: □ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: ____________________________
President, Board of Supervisors, San Mateo County

Date: __________________________

ATTEST:

By: ____________________________
Clerk of Said Board

Peninsula Humane Society & SPCA

President, Peninsula Humane Society & SPCA

Date: __________________________
Exhibit A

Leased Areas
Exhibit B

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 C
Animal Control Contractor Responsibilities

In consideration of the payments set forth in Exhibit E, Animal Control Contractor shall provide the following services.

1. Enforce all County and City ordinances which are substantially similar to Chapters 6.04, 6.12, and 6.16 of Title 6 of the San Mateo County Ordinance Code and issue citations as appropriate for violations of said Chapters 6.04, 6.12, and 6.16 of Title 6 of San Mateo County Ordinance Code.

2. Enforce all applicable animal control laws of the State of California, unless excluded as specified in this Exhibit C, Section 31, Excluded Services.

3. Impound all dogs caught at large and provide for field return as appropriate.

4. Provide rabies investigation and quarantine services according to the procedures described in this document and incorporated herein as Attachment 2 to this Services Agreement except as where the Contractor, in its sole opinion, believes that such services would result in conflict with law and/or Contractor’s mission and purpose as a humane society for the prevention of cruelty to animals.

5. Notify County by January 31st of the number of quarantines handled for the past calendar year, broken down by city, compared to the average number of quarantines for the prior three calendar years and showing in-home vs. sheltered quarantines.

6. Upon request by City or County, investigate complaints of animal-related public nuisances, except excluded services as specified in this Exhibit C, Section 31 Excluded Services.

7. Remove dead animals from the public right-of-way, except freeways and/or highways which are maintained by CALTRANS.

8. Remove stray dead domestic animals from private property for no charge.

9. Remove owned domestic dead animals at the request of owner with a charge to the citizen requesting the service.

10. Investigate and follow up with impoundment, citation and/or prosecution of reported animal bites and attacks in conjunction with City Attorney and/or District Attorney.

11. If euthanasia is necessary for a sick or injured wild animal in the field, the euthanasia shall be conducted by trained personnel with necessary equipment, both of which will be provided by Contractor. This service shall be available twenty-four (24) hours a day, seven (7) days a week.
12. Investigate and follow-up on dangerous and vicious animal complaints, including but not limited to, initially determining the designation of animal as dangerous or vicious, as defined by appropriate ordinance; testifying at hearings; monitoring dangerous animal permits; investigating and citing owners for permit violations; impounding all dangerous and vicious animals posing an immediate threat to the public health and safety; euthanizing vicious animals; and performing annual inspections of residences maintaining dangerous animals.

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.

13. Investigate dog vs. person incidents at County and/or City or other approved off-leash dog areas including dog parks, beaches, public parks, etc., and if appropriate, designate animal as dangerous or vicious.

14. Assign animal control and/or humane officers to perform the functions specified throughout this Exhibit. Such officers shall conduct routine patrols except areas noted in Excluded Services 31.1-31.12; respond to complaints; investigate and perform rescues; comply with court subpoenas; impound dangerous, vicious, injured, and/or loose animals.

15. Employ sufficient resources to provide the level of service guaranteed in this Services Agreement for County and contract areas as shown in Exhibit B.

16. Field Enforcement Staffing & Services

16.1 Contractor shall staff its field services adequately to provide field enforcement services throughout the County as provided hereunder. Field Services enforcement shall be provided twenty-four (24) hours a day, seven (7) days a week as specified in this Exhibit C, Section 16.

16.2 Contractor’s field services shall include enforcement of all local ordinances which are substantially similar to the County’s Ordinance 6.04, 6.12, 6.16 and all related state laws pertaining to animals, except as otherwise noted in this Services Agreement.
16.3 Field Enforcement shall include:

a) **Priority 1 Calls.** Contractor shall immediately respond to all emergency calls for service, but always within one hour. For the purpose of this subsection, an 'emergency call' means a sick or injured animal; complaint of a bite or attack in progress, a bite or attack which has occurred and where the animal remains a threat to persons or property; or a Dangerous Animal Permit violation that has occurred and same Dangerous Animal remains a threat to persons or property; reports of aggressive dogs or dog packs; and stray dogs confined by law enforcement; and

b) **Priority 2 Calls.** Contractor shall respond without unnecessary delay to all non-threatening Dangerous Animal Permit violations; late reports of animal bites or attacks where there is no longer an immediate threat to persons or property. Priority 2 Calls should routinely be resolved as soon as reasonably possible, but always within twelve (12) hours of receiving the call; and

c) **Priority 3 Calls.** Contractor shall respond as soon as reasonably possible to calls pertaining to quarantines; non-threatening loose dogs; stray livestock; or dead animal pick up, and all other non-emergency calls for service including pick up of confined strays from the public. but always within twenty-four (24) hours of receiving the call.

Notwithstanding any other provision herein, Contractor shall respond on Sundays, holidays, and after regular patrol hours (9pm-8am) only to calls in the Priority 1 and 2 categories unless staffing is available.

In any case wherein the Contractor does not believe it will be able to respond within these guidelines, the Contractor shall inform the reporting party and/or the local law enforcement agency as to the reason for the delay and an anticipated time frame for the Contractor's response.

16.4 When there is reasonable belief of a person's or an animal's exposure to rabies, Contractor will immediately notify Public Health personnel, 650.573.2346, 8am-5pm, M-F or 650.363.4981 after hours/holidays.

17. **Impoundment**

17.1 Within 24 hours of receipt of a specific request from City and/or County law enforcement agencies, Contractor shall promptly impound any animal when lawfully requested. The requesting law enforcement agency must be present at the scene of the impoundment and must provide Contractor with any warrants required for entry and/or impoundment. This request may come at any time the local law enforcement agency deems it is appropriate.

17.2 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, appears at the Contractor's facility,
and pays relevant impoundment, emergency medical treatment, and licensing/permit fees to redeem said animal.

17.3 Contractor shall maintain for four (4) years 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 or adopted animal; and fees, charges and proceeds charged and collected for adoption or redemption. Contractor shall record all inoculations, which will then be included as part of said record.

18. May issue citations to any person whose animal is in violation of any state statute or County and/or City ordinance, unless noted as an exception elsewhere in this Services Agreement.

19. Refer neighborhood related animal complaints to the Peninsula Conflict Resolution Center or appropriate local mediation service.

20. Sheltering Services

20.1 Shall provide shelter services including receiving and impounding animals; housing animals; redemption of animals; treatment of animals; spay/neuter of animals; euthanasia of animals; and/or disposal of animals.

20.2 Employ sufficient resources to provide the level of sheltering services guaranteed in this Services Agreement.

20.3 Shelter and care for all animals received twenty-four (24) hours a day, seven (7) days a week.

20.4 Provide services as required by the State of California Penal Code 597.1 and state laws governing shelters for animal care, treatment, holding periods, and placements and disposions.

20.5 Shall have business offices and public access areas of shelter to be open to the public on a schedule designed to benefit the public and facilitate the services established in this Services Agreement, provided that the hours and access be a minimum of forty (40) hours per week. Contractor shall post and publicize public hours, and inform the County and contract areas shown on Exhibit B of hours and of any change in hours.

20.6 May subcontract, with prior written approval of the County, for the service of decapitation of animals for rabies testing, as long as such subcontract does not increase costs to County and contract areas shown on Exhibit B under this Services Agreement.

20.7 Microchip all animal 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.

21. **Treatment, Staffing and Services**

21.1 Shall provide or arrange to provide treatment to injured or sick animals in accordance with Section 597.1 of the State of California Penal Code and other relevant state law.

21.2 Employ sufficient resources to provide the level of treatment services guaranteed in this Services Agreement.

21.3 Bring all injured and/or sick dogs and cats found without an owner in a public place or confined by a citizen directly to a veterinarian in the community or to the Contractor’s facility where it will be determined whether said animal should be immediately euthanized or be hospitalized under proper care and given emergency treatment. Injured or sick animals will only be transported to Contractor’s facility if staff and/or volunteers are available to treat said animals.

21.4 On holidays, weekends, and between 6pm and 8pm, M-F, and as may be otherwise needed on an emergency basis, all injured and/or sick animals may be taken by Contractor to an emergency veterinarian clinic/hospital if Contractor’s staff and/or volunteers are unavailable to treat said animals and if the condition of the animal requires immediate treatment according to the judgment of the Contractor.

21.5 If an animal becomes sick and/or injured while at the Contractor’s facility, it will be treated by the Contractor’s available veterinary staff and/or volunteers. If staff and/or volunteers are not available to treat sick and/or injured animal, it will be transported to a veterinary clinic/hospital for emergency or immediate treatment, if needed.

22. **Licensing & Permit Issuance for Dogs and Cats.**

**Contractor shall:**

22.1 Not release any impounded dog or cat to its owner unless it is licensed as required by applicable ordinance unless refusing to release the animal causes a conflict to the Contractor’s mission and purpose as a humane society for the prevention of cruelty to animals, and/or where efforts to collect fees would, in Contractor’s estimation, potentially jeopardize safety of its staff, volunteers, or facilities.

22.2 License and/or issue required permits and collect applicable fees for all dogs
and cats that are encountered at the Airport Blvd. shelter as required by applicable ordinance.

22.3 Issue dog and cat licenses to the general public as required by applicable ordinance and collect applicable fees.

23. **Performance Measures.**

**Contractor shall:**

23.1 Collect and maintain data as outlined in this Services Agreement Section 8 Performance Measures.

23.2 Report calendar year data to County by January 15th of each year of this Services Agreement.

24. **Pick up of animals.**

**Contractor shall:**

24.1 Pick up and dispose of any dead animal on any street, sidewalk, or other public property with reasonable access as determined in the sole discretion of Contractor except as otherwise indicated in this Exhibit.

24.2 Pick up and dispose of domestic animals on private property for free if the animal is not owned (stray).

24.3 Pick up domestic, owned animals on private property for a fee.

24.4 Pick up and/or dispose of dead or live wildlife on private property or brought to shelter if such wildlife has had direct contact with humans and/or domestic animals which are involved in a bite, attack, is sick, or is injured.

24.5 Dispose of dead or live wildlife or domestic dead animals that are brought to the shelter.

25. **Disaster Preparedness.**

Contractor shall participate in a minimum of one full-scale exercise with San Mateo County Health System or the Office of Emergency Services annually. County to provide Contractor with a list of exercises which meet this requirement.

26. **Reporting**

**Contractor shall:**

26.1 Provide complete statistical and other summary information regarding
activities and services performed under this Services Agreement upon request and with reasonable notice from County or contract areas as shown on Exhibit B, as well as from members of the public.

26.2 Provide monthly sheltering, field services, and adoption statistical reporting to County and Cities. Information contained on said monthly reports shall be agreed upon by Parties annually.

26.3 Provide annual reports on:
   a) Total rabies vaccinations given to dogs and cats by Contractor
   b) Total quarantines (home & shelter) monitored by Contractor
   c) Total spay/neuter surgeries provided by Contractor

   Information contained on said annual reports shall be agreed upon by Parties annually.

26.4 Provide annually an organizational chart showing Contractor staff positions for all areas of this Service Agreement.

26.5 Work with County representatives to identify means to best gauge County & Cities fee structure.

27. Record Requests

27.1 Comply with any request by a representative of County for records or documents.

   Nothing in this Services Agreement obligates Contractor to release names, addresses, phone numbers and/or any other personal, private or other identifying information that it deems confidential for the purposes of conducting its business or for maintain individuals' privacy protection.

   Contractor agrees to hold harmless and indemnify County and its officers, agents and employees, against any and all claims, suits or actions of any kind resulting from any decision by Contractor, or its officers, agents or employees, to withhold any document or information from any member of the public.

27.2 Provide Dangerous or Vicious animal reports prepared by Contractor for purpose of administrative hearings to the County or City and the animal owners, and other interested parties so requesting, no less than three days prior to the scheduled hearing. provided however that Contractor reserves the right to maintain the confidentiality of any private information as described in this Services Agreement, Section 13 Hold Harmless.
28. **Audit Requirement & Records**

Contractor shall annually hire an independent auditor who will conduct a fiscal year audit of all expenses and revenues and services provided hereunder. 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 this Services Agreement and the requirements and regulations contained hereunder. The completed written audit and opinions shall be supplied to the County by December 31st of each calendar year for the previous fiscal year. 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 this Services Agreement.

29. **Vaccination Clinics**

29.1 Contractor will hold a minimum of one low cost vaccination clinic per month at the animal control shelter.

29.2 County licensing staff will participate at the clinic for no additional payment to Contractor.

30. **Communications**

30.1 Contractor agrees to report to the City Managers’ Group upon request, at a maximum of quarterly over the term of this Services Agreement.

30.2 Contractor agrees to meet with representatives of Contractor’s Board of Directors and a committee of City and County elected officials upon request, at a maximum of once a year over the term of this Services Agreement.

31. **Excluded Services**

31.1 Enforcement of regulations regarding the number of animals per household.

31.2 Removal and/or disposal of dead marine animals.

31.3 Pick up of baby birds.

31.4 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.
31.5 Respond to barking dog complaints or animal noise nuisance complaints.

31.6 Enforce state law and regulations related to the prevention of cruelty to animals including but not limited to animal abandonment.

31.7 Respond to marine mammals/fish whether dead or alive.

31.8 Respond to pest-control issues (e.g., infestations, perceived or real, of rats, mice, insects, gophers, wasps, or spiders).

31.9 Respond to mountain lions and any wildlife incidents that could constitute a violation of the Contractor’s California Department of Fish and Wildlife permits.

31.10 Respond to incidents involving dangerous escaped exotic animals.

31.11 Investigate dog vs. dog incidents at County and/or City or other approved off-leash dog areas including dog parks, beaches, public parks, etc.

31.12 Routine patrol of leash-law enforcement in parks, beaches, and other public places. Contractor will respond to complaints, calls, and observed violations regarding off-leash dogs in parks, beaches, and other public places, yet not complete routine patrols.
Exhibit D
Fees To Be Collected For Services Provided

In consideration of the payments set forth in Exhibit E, 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. However, where failure to provide the service would result in a conflict to the Contractor’s mission and purpose as a humane society for the prevention of cruelty to animals, and/or where efforts to collect fees would, in Contractor’s estimation, potentially jeopardize safety of its staff, volunteers or facilities, County agrees to provide collection services for said fees.

1. 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.

   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.

2. 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.

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

   1. 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;
   2. Transportation and trailing costs for equine, swine, bovine, sheep, goats, and any other animals Contractor deems advisable to move by trailer; and
   3. Animal rescue costs on private property.

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

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

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

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

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

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

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

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

(j) Fees collected for dead animal pick-up in public areas and disposal, trap rental, dead animal pick-up on private property, and citation clearance.

3. **Uncollectable Fees**

When the applicable fee is uncollectable, but the service has been provided in the cases where failure to provide the service would result in conflict to the Contractor's mission and purpose as a humane society for the prevention of cruelty to animals, and/or where efforts to collect fees would, in Contractor's estimation, potentially jeopardize safety of its staff, volunteers or facilities, Contractor shall make what it believes to be a reasonable attempt to collect the fee from the responsible party.

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.

If fees remain uncollectable, 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 E
Payments and Rates

In consideration of the services provided by Contractor in Exhibit C & D and subject to the terms of this Services Agreement:

1. County shall pay Contractor in twelve (12) equal monthly installments the annual amount of:

<table>
<thead>
<tr>
<th>Fiscal Year and Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015-16 $ 5,944,135</td>
</tr>
<tr>
<td>2016-17 $ 6,122,459</td>
</tr>
<tr>
<td>2017-18 $ 6,275,521</td>
</tr>
<tr>
<td>2018-19 $ 6,463,786</td>
</tr>
<tr>
<td>2019-20 $ 6,625,381</td>
</tr>
</tbody>
</table>

2. Contractor shall pay County in twelve (12) monthly payments all fees collected for services provided in Exhibit C and outlined in Exhibit D.
COUNTY OF SAN MATEO
DEPARTMENT OF PUBLIC WORKS

Attn: Steve Liss

March 16, 2009

Public Health

ATTACHMENT

RE: Maintenance and Repair

Public Health Society, 12 Airport Blvd., San Mateo

Dear Steve,

We propose to furnish services including labor and materials, necessary to Perform Maintenance and Repair per your request dated January 25, 2009, for 850 S. 15th and 800 Tenth, San Mateo.

SCOPE OF WORK: ELECTRICAL

- Perform FASIP (Electrical, Fire Alarm Maintenance)liequests
- Test and/or replace smoke/heat detectors

Estimate Price: $15,120.00

- Perform electrical conduit work at the following locations:
  - Infection Control
    - #16-0.20 wire
    - #18-0.20 wire
  - Occupant
    - #16-0.20 wire
  - Water
    - #18-0.20 wire
  - Autopage
    - #18-0.20 wire
  - Alarm
    - #16-0.20 wire
  - Heat
    - #18-0.20 wire
  - Smoke
    - #18-0.20 wire

- Perform 4 autapses lighting wall

- Total Estimated Price: $15,120.00

*Number of exit signs to be determined by Tave Marshall.

Total Estimated Price for 13.4.1.1 REV: $15,250.00 (without exit signs)
SCOPE OF WORK:

PLUMBING

For the work, the following observations were noted below:

Spa & Shower Toilets:
- All spa and showers do not meet ADA requirements (disregard contractor's instruction)
- To be reviewed.
- The building code would require a vacuum breaker installed, UFC code due to the presence of high demand.

Bag Storage Area:
- The water line touches the main tank since, and the hotel EHSM needs to have a vacuum breaker installed.
- The Fire Extinguisher Test Date needs to be straped to the wall.

Cistern Area:
- Hood EHSM attached to hood.

Reel Area:
- EHSM head to be installed in conjunction.
- The water, gas, and condensate lines need to be cut on HEADER and drained.
- Per the contractor's notes the header or no back-up in place reading to form drainage.

In House Units:
- No vacuum breaker installed on Header; head due to the risk of the presence here.

Cat Head:
- Back up and/or discharge to deck. Check, if necessary to be installed on the roof deck.

Lobby and Mains Breaker:
- Men's and Women's restrooms do not meet ADA requirements for public use.
  - Total amount of water, height, 5'-0" radius for wheelchair.
  - Increase gallons for use and location.
  - Verify no exceed budget requirements and limits.

Dwelling fixtures are to ADA specifications.

*Without a specific scope of work from the owner and/or contractor, it is difficult to provide a cost estimate on the aforementioned items. Most are small things that can be done over a period of time (e.g., maintenance efficiently). Some items are more important and would be addressed as soon as possible. It is recommended that one item at a time be brought up to all applicable codes.

SCOPE OF WORK: Continuation Uncertainty
- Permanent repair, replace, and spot painting: $10,500.00
- Tarpaper (creosoted or CV) with any and without:
  - Punch, pour, and paint more than 12 small (4") or multiple small patches: $12,593.00
- Perform any more than 12 small (4") or multiple small patches: $1,000.00
- Repair and clear any more than 12 peeling doors to be re-caulked
  - Normally includes paint and primer: $15,000.00
- Repair existing roofing materials, skylights, gutters, A-Drop, and A-Drainage: $15,000.00
- Replace any more than 14% of existing siding, trim 7.00 linear ft. or more: $106,300.00
- Add, extend, remove, and paint existing wood siding, trim, & trim: $66,000.00

**Total Estimate Price for CONSTRUCTION SERVICES: $602,000.00**

**GRAND TOTAL ESTIMATE PRICE: $631,000.00** (without planning or site sign).

**NOTES:**
- Please keep in mind that access to area may be limited, except in certain
  - Scheduling will be determined by contractor;
  - Contractor may need extra time to ensure access impact to the public, staff, and tenants will be minimized.
- Due to the age and size of each facility, some materials will come up in work order phase. Example: existing siding is removed. Without proper planning or coordination, this cannot be done, therefore, a delay within in any work above is beyond anticipated work will be submitted for approval.

1. A project plan report will be completed for the Continuation Services architectural.
2. Cost for materials, rental equipment, subcontract services, and other miscellaneous items involved above will be charged at request.
3. Any, and all changes to the scope of work, as detailed above, will be due to and noted

**INSTRUCTIONS:**
1. Write in to total above.
2. Identification numbers or changes to the scope or progress of any work
   - Such identification numbers or changes will be discussed with the customer and agreement
     will be made on appropriate returns to the budget before any further work is done.
   - (Unlimited)
3. Meetings:
4. Sets of items:
   - (Unlimited)
ATTACHMENT 2

QUARANTINE ALGORITHM FOR BITING DOMESTIC MAMMALS

2/5/14

Revised/Approved 2/30/14

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February 5, 2015
QUARANTINE ALGORITHM FOR EXPOSED DOMESTIC MAMMALS - GENERAL

Exposed animal (bitten, scratched or
unprovoked contact)?

Yes

Was the cat exposed to a
rabies vector (i.e., a
rodent, bat, raccoon, opossum, or
cat)?

Yes

Minimal risk. Update
rabies vaccination as
needed, determined
by animal's
veterinarian

Test. Is the bitten animal
rabies positive?

Yes

Assess vaccination
status. Page 4 for
cats and dogs, page
5 for ferrets and
other animals

NO

NO

Assess vaccination
status. Page 4 for
cats and dogs, page
5 for ferrets and
other animals

NO

Minimal risk. Update
rabies vaccination as
needed, determined
by animal's
veterinarian
QUARANTINE ALGORITHM FOR EXPOSED DOMESTIC MAMMALS – CATS AND DOGS

Perform detailed assessment of animal’s vaccination status.

If exposed animal is not a cat or dog, go to page 5.

Animal received primary vaccination, but no booster

Get animal receive primary vaccination between 28-365 days prior to exposure?

Yes

Discontinue within 48 hours and home quarantine for 20 days.

NO

Animal was never vaccinated or is considered Exempt.

Perform detailed assessment of animal’s vaccination status.

Animal received primary vaccination and one or more boosters

Did animal receive annual type vaccination within 1 year or 36-36 month type vaccination within 3 years?

Yes

Euthanize and test for rabies.

NO

The animal’s veterinarian or a shelter veterinarian should perform any vaccination.

*If animal displays signs of rabies – euthanize and test for rabies.

*If animal received primary vaccination, but no booster

*If animal received primary vaccination between 28-365 days prior to exposure

*If animal was never vaccinated or is considered Exempt

*If animal received annual type vaccination within 1 year or 36-36 month type vaccination within 3 years

*If animal was never vaccinated or is considered Exempt

*If animal displays signs of rabies – euthanize and test for rabies.
**QUARANTINE ALGORITHM FOR EXPOSED DOMESTIC MAMMALS - FERRETS, LIVESTOCK, AND OTHER ANIMALS**

Is animal ferret, livestock or other?

- **FERRET**
  - Did ferret become exposed within 1 year?
    - **YES**
      - Is animal vaccinated against rabies?
        - **NO**
          - **Euthanize**
          - See notes for slaughter restrictions
        - **YES**
          - **Euthanize**
          - See notes for slaughter restrictions
    - **NO**
      - Is animal vaccinated against rabies?
        - **NO**
          - **Euthanize**
          - See notes for slaughter restrictions
        - **YES**
          - **Euthanize**
          - See notes for slaughter restrictions

- **LIVESTOCK**
  - Did animal become exposed within a year or 26 months prior to exposure?
    - **YES**
      - **Euthanize**
      - See notes for slaughter restrictions
    - **NO**
      - **Vaccinate**
      - **Quarantine for 10 days**

- **OTHER**
  - Feral carnivores, other wildlife, with symptoms:
  - **Quarantine for 10 days**
  - **Euthanize if animal displays signs of rabies**
  - The animal's veterinarian or a shelter veterinarian should perform any vaccination.
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.

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.

Numerous in biting animals should be performed following quarantine to assess effects secondary to vaccination (within 30 days) that mimic the symptoms of rabies.

Small rodents and lagomorphs have a lower risk of rabies.

These are wild animals at high risk for infection with rabies.

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.

Dogs and cats are considered currently vaccinated 28 days after primary vaccination, and immediately after booster vaccination.

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.

If a wild, nondomestic, or 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.

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 if exposed animals prior to slaughter. If an exposed animal is to be consumed 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.