

AMENDMENT TO AGREEMENT

BETWEEN THE COUNTY OF SAN MATEO AND THE PENINSULA HUMANE SOCIETY & SPCA, A CALIFORNIA NONPROFIT CORPORATION

THIS AMENDMENT TO AGREEMENT, entered into this 21st day of May, 2026, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Peninsula Humane Society & SPCA, hereinafter called "Contractor";

WITNESSETH:

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

WHEREAS, on July 1, 2021, County and Contractor (collectively hereinafter, "Parties) entered into an Agreement for Animal Control and Shelter Services which is set to expire on June 30, 2026 (hereinafter, "Services Agreement" or "Agreement"); and

WHEREAS, the parties wish to amend the Agreement to extend the term by three (3) years, to June 30, 2029, replace Exhibit B and Exhibit F with Revised Exhibit B.1 (rev. 7/1/2026) and Revised Exhibit F.1 (rev. 7/1/2026), and increase the not to exceed contract amount by \$21,665,293.26 to an amount not to exceed \$54,214,283.26.

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

1. Section 1 Exhibits and Attachments of the Agreement is amended to read as follows:

1. **Exhibits and Attachments**

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

- Exhibit A – Services
- Revised Exhibit B.1 - Payments and Rates
- Exhibit C– Excluded Services
- Exhibit D – Contract Areas (County and Participating Cities)
- Exhibit E – Fees to be Collected for Services Provided
- Revised Exhibit F.1 – Five-Year Budget
- Attachment H - Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements
- Attachment I - Fingerprinting Certification Form
- Attachment J - Rabies Algorithm
- Attachment K - Animal Shelter Facility Use and Maintenance Agreement
- Attachment L - Peninsula Humane Society Holidays
- Attachment M – County-Owned Radio Equipment

2. Section 3 Payments of the Agreement is amended to read as follows:

3. Payments

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

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

In no event shall County's total fiscal obligation under this Agreement exceed **FIFTY-FOUR MILLION TWO HUNDRED FOURTEEN THOUSAND TWO HUNDRED EIGHTY-THREE DOLLARS AND TWENTY-SIX CENTS (\$54,214,283.26)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

3. Section 4 Term of the Agreement is amended to read as follows:

4. Term

Except as otherwise provided herein, and subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2021 through June 30, 2029. The Parties may consider a further extension of the Agreement for a period not to exceed three years. Any such extension shall require a separate written amendment approved and executed in accordance with all applicable laws, County procurement requirements, County Administrative Memorandum B-1, required City approvals, and any required approvals by the County Procurement Director, County Executive Officer or designee, and Board of Supervisors. This Agreement becomes effective only after all jurisdictions identified on Exhibit D as Participating Cities adopt it by entering into the agreement for animal control services between the County and participating cities. If such County/Services Agreement is not adopted by all jurisdictions shown on Exhibit D, this Services Agreement is null and void in its entirety unless Contractor and any of the jurisdictions shown on Exhibit D agree to use it as the basis for a Services Agreement applicable to those parties providing such written consent, with such changes in payment, scope of service, and other terms as the parties may agree.

4. Section 17 Notices of the Agreement is amended to read as follows:

17. Notices

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

In the case of County, to:

Name/Title: Tina Cava / Health Services Manager
Address: 1600 w. Hillsdale Blvd., (Pony PBH319ACL)
San Mateo, CA 94403
Telephone: 650-573-3726
Email: Kcava@smcgov.org

In the case of Contractor, to:

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

5. Original Exhibit B is replaced with Revised Exhibit B.1, (rev. 7/1/2026).

Revised Exhibit B.1 (rev. 7/1/2026)

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

The total amount that the County shall be obligated to pay for services rendered in this agreement shall not exceed **FIFTY-FOUR MILLION TWO HUNDRED FOURTEEN THOUSAND TWO HUNDRED EIGHTY-THREE DOLLARS AND TWENTY-SIX CENTS (\$54,214,283.26)**. The county shall pay the contractor in accordance with the following terms:

A. Budget

1. Fiscal Year and Amount

- a) 2021-22: \$6,189,290.95
- b) 2022-23: \$6,327,480.28
- c) 2023-24: \$6,499,455.67
- d) 2024-25: \$6,674,024.00
- e) 2025-26: \$6,858,739.01
- f) 2026-27: \$7,037,138.10
- g) 2027-28: \$7,220,177.44
- h) 2028-29: \$7,407,977.72

- 2. All funds paid to Contractor pursuant to this Services Agreement shall be used by the Contractor to meet its obligations herein.
- 3. A detailed proposed budget is included as Exhibit F.
- 4. An additional amount of \$100,000 annually will be included in the total budget to provide an incentive. Ability to access incentive funds will be determined based on:
 - a) Should the Contractor achieve all 25 of the incentive performance measure targets the Contractor will receive 100% of incentive (\$100,000).
 - b) Should the Contractor achieve 90% (23) of incentive performance measures the Contractor will receive \$75,000.
 - c) Should the Contractor achieve 80% (20) of incentive performance measures the Contractor will receive \$25,000.

B. Incentive Money

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

C. Cost Overruns

- 1. During any fiscal year of this Services Agreement, if the costs necessary and incidental to Contractor's provision of services hereunder are greater than could have been reasonably anticipated, Parties hereto shall meet to discuss what steps should be taken. In no event shall the County provide additional reimbursement for costs overruns without approval of the Board of Supervisors and contracting Cities' representatives.
- 2. If county or state laws are passed during the term of this Services Agreement that require a greater level of service, County agrees to negotiate in good faith with Cities

and Contractor to reimburse Contractor for additional costs associated with implementing the new laws. Should such amendments result in significantly increased costs to Contractor, Parties agree to negotiate in good faith to agree on appropriate reimbursement. If Parties are unable to agree on reimbursement costs, Contractor shall document the increased costs and submit to the County Controller. The Controller will conduct an independent audit. Parties agree to accept the Controller's determination of any increased costs.

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

D. Modifications to the Budget or Payments

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

E. Budget Monitoring and Exceptions

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

F. Method of Payment and Invoicing

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

- a) For the month of June each year, the following deadlines for invoices exist. Specific dates for each fiscal year close will be confirmed in May of that year.
 - 1) June 18, 2022
 - 2) June 17, 2023
 - 3) June 15, 2024
 - 4) June 21, 2025
 - 5) June 20, 2026
 - 6) June 19, 2027
 - 7) June 17, 2028

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

2. Other than the advance payments in July of each year, which are reconciled by September of each year, Contractor will only invoice for actual costs.
3. Within 20 business days of the termination or expiration of the contract, Contractor must submit a final invoice and refund to County any advanced funds in excess of actual costs. In no event, however, shall County's annual fiscal obligation under this Agreement exceed the amounts noted in Exhibit B Section A. Budget 1. Fiscal Year and Amount.
4. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County or credit a portion of such advance payments to the County. Contractor is not entitled to payment for work not performed as required by this Agreement
 - a) Invoices are to be sent to:
Tina Cava San Mateo County Animal Control and Licensing
1600 w. Hillsdale Blvd PONY PBH319ACL
San Mateo, CA 94402 Suite 203
650-573-3726
Kcava@SMCgov.org
 - b) All invoices should reflect the "Staff report on FTE percentage of hours spent at the County shelter" and shall include:
 - 1) Total amount of expenses incurred
 - 2) A breakdown of those expenses according to budget categories included in Exhibit F
 - 3) A payroll report of positions identified in the annual organizational chart
 - 4) Associated reports on performance metrics
 - 5) A description of any accomplishments or challenges in providing services or changes to service provision.
5. Additional supporting documentation is not required to be submitted with invoices, however, the County can request supporting documentation on demand.

G. Signature Claims Certification and Program Integrity

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

Executed at _____ California, on _____20____

Signed _____ Title _____

Agency _____”

5. Original Exhibit F is replaced with Revised Exhibit F.1, (rev. 7/1/2026).

Revised Exhibit F.1 (rev. 7/1/2026)
Eight-Year Budget (PROPOSED IN RFP)

Entity Name: Peninsula Humane Society					
	Year 1 Budget	Year 2 Budget	Year 3 Budget	Year 4 Budget	Year 5 Budget
Budget Category	Total	Total	Total	Total	Total
Personnel	\$3,432,241.20	\$3,529,662.03	\$3,635,551.89	\$3,744,618.44	\$3,856,957.00
Fringe	\$1,120,626.75	\$1,152,434.65	\$1,187,007.69	\$1,222,617.92	\$1,259,296.46
Operating Expenses	\$1,139,500.00	\$1,162,290.00	\$1,185,535.80	\$1,209,246.52	\$1,233,431.45
Equipment	\$78,200.00	\$79,764.00	\$81,359.28	\$82,986.47	\$90,058.36
Subcontracts	\$387,080.00	\$373,221.60	\$379,486.03	\$385,875.75	\$392,393.27
Other Costs	\$31,643.00	\$30,108.00	\$30,514.98	\$28,678.90	\$26,602.48
Total Expenditures	\$6,189,290.95	\$6,327,480.28	\$6,499,455.67	\$6,674,024.00	\$6,858,739.01
		\$138,189.33	\$171,975.39	\$174,568.33	\$184,715.01
Year over Year Increase		2.23%	2.72%	2.69%	2.60%

Entity Name: Peninsula Humane Society Extension				
Budget Category	Year 6 Budget Budget	Year 7 Budget Budget	Year 8 Budget Budget	Grand
	Total	Total	Total	Total for 8 years
Personnel	\$3,957,278.30	\$4,060,209.00	\$4,165,816.99	\$30,382,334.85
Fringe	\$1,292,051.36	\$1,325,658.24	\$1,360,139.25	\$9,919,832.32
Operating Expenses	\$1,265,513.59	\$1,298,430.21	\$1,332,203.00	\$9,826,150.57
Equipment	\$92,400.82	\$94,804.21	\$97,270.11	\$696,843.25
Subcontracts	\$402,599.61	\$413,071.42	\$423,815.60	\$3,157,543.28
Other Costs	\$27,294.42	\$28,004.36	\$28,732.77	\$231,578.91
Total Expenditures	\$7,037,138.10	\$7,220,177.44	\$7,407,977.72	\$54,214,283.18
Year over Year Increase	\$178,399.10 2.60%	\$183,039.33 2.60%	\$187,800.27 2.60%	

4. All other terms and conditions of the agreement dated 6/2/2021, between the County and Contractor shall remain in full force and effect.

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

For Contractor: Peninsula Humane Society and SPCA

DocuSigned by:
Anthony Tansimone
AE55EE92D70C4C3

Contractor Signature

5/21/2026

Date

Peninsula Humane Society & SPCA

Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board