

AMENDMENT TO 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 AMENDMENT TO AGREEMENT, entered into this ____ day of _____, 20____, 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 "Cities," and, together with the County, the "Parties";

WITNESSETH:

WHEREAS, on July 1, 2021, the Parties entered into an Agreement for Facilitation and Coordination of Animal Control Services for animal care and control, shelter services and animal licensing, in which the County agreed to facilitate provision of and the Cities agree to reimburse the County for the costs of specified animal care and control, shelter services, and animal licensing hereinafter set forth, as they have done for over 70 years with the Agreement expiring on June 30, 2026; and

WHEREAS, such agreements are authorized by Section 51300, et seq. of the California Government Code;

WHEREAS, the Cities and County wish to amend the Agreement to extend the term by three (3) years, to June 30, 2029, and to make certain other amendments to the Agreement as set forth herein.

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

Section 2 Definitions under 2.3 Animal Control Program of the Agreement is amended to read as follows:

2.3 Animal Control Program: The program within County Health, 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.

Section 2 Definitions under 2.6 Animal Licensing Service of the Agreement is amended to read as follows:

2.6 Animal Licensing Program: The program within County Health, 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.

Section 2 Definitions under 2.9 Holidays of the Agreement is amended to read as follows:

2.9 Holidays: Federally designated holidays with the addition of Easter and exclusion of Columbus Day/Indigenous Peoples' Day, in accordance with the Animal Control Contractor's and Animal Licensing Contractor's existing labor contracts.

Section 3 Each City's Responsibilities under 3.3 Designation of Animal Control & License Revenue Collector of the Agreement is amended to read as follows:

3.3 Designation of Animal Control & License Revenue Collector. Each City hereby designates County Health 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.

Section 4 County Responsibilities under 4.1.a of the Agreement is amended to read as follows:

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

Fiscal Year	Amount
2021-22	\$6,189,290.95
2022-23	\$6,327,480.28
2023-24	\$6,499,455.67
2024-25	\$6,674,024.00
2025-26	\$6,858,739.01
2026-27	\$7,037,138.10
2027-28	\$7,220,177.44
2028-29	\$7,407,977.72

Section 4 County Responsibilities under 4.1.b of the Agreement is amended to read as follows:

4.1.b The County will pay Animal Licensing Contractor the following agreed-to amounts. These costs are to be reimbursed by the Cities as provided in Section 3.7 above (the table in 4.2 includes the payment for the contract Petdata for approximately \$1,096,827 for five years from FY 2022-23 to FY 2026-27, which is \$219,365 yearly and which will end on June 30, 2027).

Current Contract 2021-2029	Amount
One year license	\$4.28 per license
Multi-year license	\$4.28 for the first year and \$2 for each additional year
Late fees collected	\$2.50 collection service fee for each license
Replacement tags	\$4.28 per tag
Bank and supply fees	Actual cost

Section 4 County Responsibilities under 4.2 of the Agreement is amended to read as follows:

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

Fiscal Year	Amount
2021-22	\$790,835
2022-23	\$790,375
2023-24	\$814,086

2024-25	\$822,227
2025-26	\$846,894
2026-27	\$872,301
2027-28	\$898,470
2028-29	\$925,424

Section 4 County Responsibilities under 4.3.j of the Agreement is hereby deleted in its entirety and shall be of no further force or effect.

Section 5 General Provisions under 5.8 Term and Termination of the Agreement is amended to read as follows:

5.8 Term and Termination. Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2021 through June 30, 2029.

Except as otherwise provided by this section, this Agreement may not be terminated by any party during the effective period from July 1, 2021 through June 30, 2029. 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.

Section 5 General Provisions under 5.15 Notices of the Agreement is amended to read as follows:

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: Tina Cava, Program Manager of Animal Control and Licensing

Address: 1600 W. Hillsdale Blvd San Mateo, CA 94402

Telephone: 650.573.2551

Email: kcava@smcgov.org

All other terms and conditions of the Agreement dated June 29, 2021, between the County and Contractor shall remain in full force and effect.

This Amendment shall become effective upon execution by all Parties.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Mateo has authorized and directed the Health 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.

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Dated:

ATTEST:

Town of Atherton, Clerk

TOWN OF ATHERTON

by

Dated:

ATTEST:

City of Belmont, Clerk

CITY OF BELMONT

by

Dated:

CITY OF BRISBANE

ATTEST:

City of Brisbane, Clerk

by

Dated:

ATTEST:

City of Burlingame, Clerk

CITY OF BURLINGAME

by

Dated:

TOWN OF COLMA

ATTEST:

Town of Colma, Clerk

by

Dated:

CITY OF DALY CITY

ATTEST:

City of Daly City, Clerk

by

Dated:

CITY OF EAST PALO ALTO

ATTEST:

City of East Palo Alto, Clerk

by

Dated:

ATTEST:

City of Foster City, Clerk

CITY OF FOSTER CITY

by

Dated:

ATTEST:

City of Half Moon Bay, Clerk

CITY OF HALF MOON BAY

by

Dated:

ATTEST:

Town of Hillsborough, Clerk

TOWN OF HILLSBOROUGH

by

Dated:

ATTEST:

City of Menlo Park, Clerk

CITY OF MENLO PARK

by

Dated:

CITY OF MILLBRAE

ATTEST:

City of Millbrae, Clerk

by

Dated:

CITY OF PACIFICA

ATTEST:

City of Pacifica, Clerk

by

Dated:

ATTEST:

Town of Portola Valley, Clerk

TOWN OF PORTOLA VALLEY

by

Dated:

ATTEST:

City of Redwood City, Clerk

CITY OF REDWOOD CITY

by

Dated:

CITY OF SAN BRUNO

ATTEST:

City of San Bruno, Clerk

by

Dated:

CITY OF SAN CARLOS

ATTEST:

City of San Carlos, Clerk

by

Dated:

ATTEST:

City of San Mateo, Clerk

CITY OF SAN MATEO

by

Dated:

CITY OF SOUTH SAN FRANCISCO

ATTEST:

City of South San Francisco, Clerk

by

Dated:

ATTEST:

Town of Woodside, Clerk

TOWN OF WOODSIDE

by