

**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 is entered into this first day of July, 2020, 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," and, together with the County, the "Parties";

W I T N E S S E T H:

WHEREAS, the Parties previously entered into an Agreement for Facilitation and Coordination of Animal Control Services on or about July 1, 2015 ("Agreement"); and

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

WHEREAS, the Parties wish to amend the Agreement to extend the term by one year, to June 30, 2021, 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:

1. The original Exhibit B (Proportionate Share of the Cost) in the Agreement is replaced in its entirety with a new Exhibit B (rev. July 1, 2020), attached hereto and incorporated by this reference.
2. A new Attachment 2 (Amendment to Agreement Between the County of San Mateo and Peninsula Humane Society, SPCA) is hereby added to the Agreement, and attached and incorporated by this reference.
3. A new Attachment 3 (Memorandum of Agreement Regarding Funding for Construction of Animal Control Shelter entered into by the Parties and dated September 9, 2014), is hereby added to the Agreement, and attached and incorporated by this reference.

4. Section 4.1 of the Agreement is replaced in its entirety by a new section 4.1, 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 3.8 above.

Fiscal Year	Amount
2015-16	\$5,944,135
2016-17	\$6,122,459
2017-18	\$6,275,521
2018-19	\$6,463,786
2019-20	\$6,625,381
2020-21	\$6,625,381

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.

Contract	Amount	Current Contract
	2013-2016	2019-2022
One-year license	\$3.80 per license	\$4.28 per license
Multi-year license	\$3.80 for the first year and \$2 for each additional year	\$4.28 for the first year and \$2 for each additional year
Late fees collected	\$2.50 collection service fee for each license	\$2.50 collection service fee for each license
Replacement tags	\$3.80 per tag	\$4.28 per tag
Bank and supply fees	Actual cost	Actual cost

5. Section 4.2 of the Agreement is replaced in its entirety with a new Section 4.2 which shall read as follows:

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.

Fiscal Year	Amount
2015-16	\$420,000
2016-17	\$433,000
2017-18	\$442,000
2018-19	\$455,000
2019-20	\$466,000

For FY 2020-21, the Cities will be billed for and pay actual costs based on each City's proportionate share of costs. In November 2020, the actual cost will be determined using the estimates provided to the Cities in March, and based on the contracted methodology set forth in section 3.8 of the Agreement, in which each City's annual contract costs are based on that City's 3-year rolling average of usage (shelter and field services) and offset by that City's share of the licensing revenue for the last calendar year. The licensing revenue is divided on a percentage basis determined by the number of licenses sold in each City.

6. Section 5.3 of the Agreement is hereby amended by the addition of a subsection c. which shall read as follows:

“c. The Parties acknowledge that the new Shelter has been constructed and PHS is occupying it in order to provide animal control services as set forth in Attachments 1 and 2. Further, the Parties have previously entered into a Memorandum of Agreement regarding Funding of Construction of an Animal Care Shelter, dated September 9, 2014 (“Memorandum”), attached and incorporated as Attachment 3. The Parties agree that the total cost of the shelter construction project is being updated as provided by Section 2 of the Memorandum, and the Parties agree that, when available, County will provide to Cities the final total cost of the Shelter construction which will be paid proportionately by each City as provided by the Memorandum. Further, the Parties acknowledge and agree that the proportionate share of each City will be amended as provided by section 3 of the Memorandum. The Parties acknowledge that continued animal control and shelter services to a City as provided herein is contingent on that City approving any amended cost and proportionate share, as previously agreed in the Memorandum.”

7. Section 5.8 of the Agreement is hereby replaced in its entirety with a new Section 5.8, to read as follows:

“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, 2021.

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, 2021. 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.”

8. Section 5.15 of the Agreement is hereby replaced in its entirety with a new Section 5.15 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: Louise F. Rogers, Chief of San Mateo County Health
Address: 225-37th Avenue San Mateo, CA 94403
Telephone: 650.573.2912
Facsimile: 650.573.2788
Email: LRogers@smcgov.org”

9. All other terms and conditions of the Agreement shall remain in full force and effect except as expressly amended herein.

10. This Amendment shall become effective upon execution by all Parties.

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

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

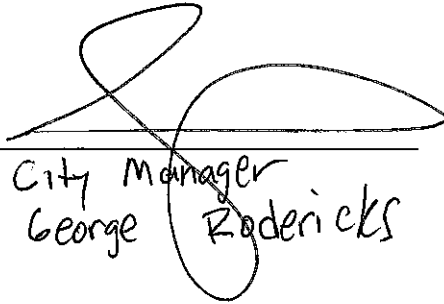
ATTEST:



Town of Atherton, Clerk

Dated: 6/19/2020

TOWN OF ATHERTON



By City Manager
George Rodericks

ATTEST:

City of Belmont, Clerk

Dated: _____

CITY OF BELMONT

By

ATTEST:

City of Brisbane, Clerk

Dated: _____

CITY OF BRISBANE

By

ATTEST:

CITY OF BURLINGAME

ATTEST

TOWN OF ATHERTON

Town of Atherton, Clerk

By

Dated:

ATTEST

CITY OF BELMONT

Jeni Cook

City of Belmont, Clerk

Afshin Oskoui

By Afshin Oskoui, City Manager

Dated:

ATTEST

CITY OF BRISBANE

City of Brisbane, Clerk

By

Dated:

ATTEST:

CITY OF BURLINGAME

ATTEST:

TOWN OF ATHERTON

Town of Atherton, Clerk

By

Dated: _____

ATTEST:

CITY OF BELMONT

City of Belmont, Clerk

By


Dated: _____

ATTEST:

CITY OF BRISBANE



City of Brisbane, Clerk



By Clay Holstine, City Manager

Dated: _____

ATTEST:

CITY OF BURLINGAME

DocuSigned by:

Meaghan Hassel-Shearer

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City of Burlingame, Clerk
Meaghan Hassel-Shearer

DocuSigned by:

Lisa K. Goldman

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By Lisa K. Goldman

Dated: _____

ATTEST:

TOWN OF COLMA

Town of Colma, Clerk

By

Dated: _____

ATTEST:

CITY OF DALY CITY

City of Daly City, Clerk

By

Dated: _____

ATTEST:

CITY OF EAST PALO ALTO

City of Burlingame, Clerk

By


Dated: _____

ATTEST:

TOWN OF COLMA



Town of Colma, Clerk



By

Dated: _____

ATTEST:

CITY OF DALY CITY

City of Daly City, Clerk

By

Dated: _____

ATTEST:

CITY OF EAST PALO ALTO

City of Burlingame, Clerk

By

Dated: _____

ATTEST:

TOWN OF COLMA

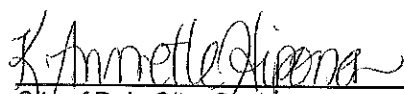
Town of Colma, Clerk

By

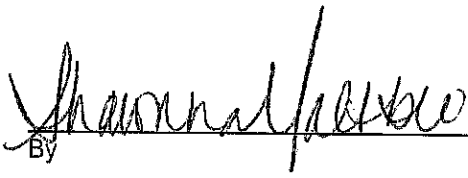
Dated: _____

ATTEST:

CITY OF DALY CITY



City of Daly City, Clerk




By

Dated: 6/22/2020

ATTEST:

CITY OF EAST PALO ALTO



City of East Palo Alto, Clerk

By 

Dated: June 16, 2020

ATTEST:

CITY OF FOSTER CITY

City of Foster City, Clerk

By

Dated: _____

ATTEST:

CITY OF HALF MOON BAY

City of Half Moon Bay, Clerk

By

Dated: _____

ATTEST:

TOWN OF HILLSBOROUGH

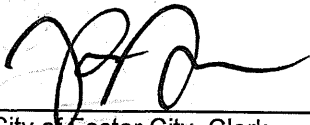
City of East Palo Alto, Clerk

By


Dated: _____

ATTEST:

CITY OF FOSTER CITY



City of Foster City, Clerk



By Dante Hall, Interim City Manager

Dated: 6/17/20

ATTEST:

CITY OF HALF MOON BAY

City of Half Moon Bay, Clerk

By

Dated: _____

ATTEST:

TOWN OF HILLSBOROUGH

City of East Palo Alto, Clerk

By

Dated: _____

ATTEST:

CITY OF FOSTER CITY

City of Foster City, Clerk

By

Dated: _____

ATTEST:

CITY OF HALF MOON BAY

Jessica Blair

Bob Mslbet

City of Half Moon Bay, Clerk

By city manager

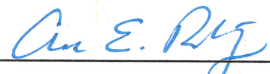
6/17/2020
Dated: _____

ATTEST:

TOWN OF HILLSBOROUGH



Town of Hillsborough, Clerk



By **CITY MANAGER
HILLSBOROUGH**

Dated: 6/16/20

ATTEST: **CITY OF MENLO PARK**

City of Menlo Park, Clerk

By

Dated: _____

ATTEST: **CITY OF MILLBRAE**

City of Millbrae, Clerk

By

Dated: _____

ATTEST: **CITY OF PACIFICA**


Town of Hillsborough, Clerk


By

Dated: _____

ATTEST:

CITY OF MENLO PARK

DocuSigned by:

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DocuSigned by:

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City of Menlo Park, Clerk

By
City Manager

6/16/2020
Dated: _____

ATTEST:

CITY OF MILLBRAE

City of Millbrae, Clerk

By

Dated: _____

ATTEST:

CITY OF PACIFICA

Town of Hillsborough, Clerk

By

Dated: _____

ATTEST:

CITY OF MENLO PARK

City of Menlo Park, Clerk

By

Dated: _____

ATTEST:

CITY OF MILLBRAE

Angela Lorus

City of Millbrae, Clerk

[Signature]

By

Dated: June 19, 2020

ATTEST:

CITY OF PACIFICA

Sarah Coffey

City of Pacifica, Clerk

Kevin S. Woodhouse

Kevin S. Woodhouse (Jun 16, 2020 12:30 PDT)

By Kevin S. Woodhouse, City Manager

Dated: June 16, 2020

ATTEST:

TOWN OF PORTOLA VALLEY

Town of Portola Valley, Clerk

By

Dated: _____

ATTEST:

CITY OF REDWOOD CITY

City of Redwood City, Clerk

By

Dated: _____

ATTEST:

CITY OF SAN BRUNO

City of Pacifica, Clerk

By

Dated: _____

ATTEST:

TOWN OF PORTOLA VALLEY

Sharon Morala

Jeff Aalfs

Town of Portola Valley, Clerk

By: Jeff Aalfs, Mayor

Dated: *May 27, 2020*

ATTEST:

CITY OF REDWOOD CITY

City of Redwood City, Clerk

By

Dated: _____

ATTEST:

CITY OF SAN BRUNO

City of Pacifica, Clerk

By

Dated: _____

ATTEST:

TOWN OF PORTOLA VALLEY

Town of Portola Valley, Clerk

By

Dated: _____

ATTEST:

CITY OF REDWOOD CITY

Pamela Aguilar

City of Redwood City, Clerk

Melina Stevenson Diaz

By Melissa Stevenson Diaz, City Manager

Dated: June 17, 2020

ATTEST:

CITY OF SAN BRUNO

City of Pacifica, Clerk

By

Dated: _____

ATTEST:

TOWN OF PORTOLA VALLEY

Town of Portola Valley, Clerk

By

Dated: _____

ATTEST:

CITY OF REDWOOD CITY

City of Redwood City, Clerk

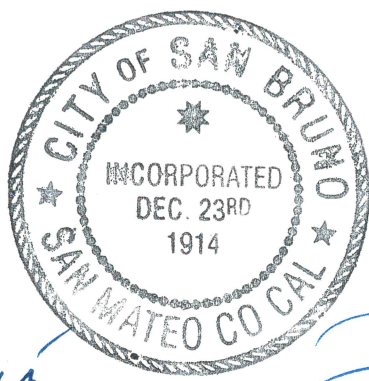
By

Dated: _____

ATTEST:

CITY OF SAN BRUNO

Marc L. Joffe



Vicky S. Haslia
City of San Bruno, Clerk

By Juan D. Lozano, City Manager

Dated: June 16, 2020

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 San Bruno, Clerk

By

Dated: _____

ATTEST:

CITY OF SAN CARLOS

Cynthia Min

City of San Carlos, Clerk

Jeff Maltbie

By Jeff Maltbie

A

APPROVE AS TO FORM: *Greg Rubens*

Greg Rubens, City Attorney

Dated: June 18, 2020

ATTEST:

CITY OF SAN MATEO

City of San Mateo, Clerk

By

Dated: _____

ATTEST:

CITY OF SOUTH SAN FRANCISCO

City of San Bruno, Clerk

By

Dated: _____

ATTEST:

CITY OF SAN CARLOS

City of San Carlos, Clerk

By

Dated: _____

ATTEST:

CITY OF SAN MATEO

Patricia M. Olds

City of San Mateo, Clerk



Drew Corbett

Drew Corbett
City Manager

Dated: June 1, 2020

ATTEST:

CITY OF SOUTH SAN FRANCISCO



City of South San Francisco, Clerk



By

Dated: 6/1/2020

ATTEST:

TOWN OF WOODSIDE

Town of Woodside, Clerk

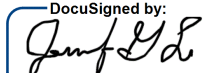
City of South San Francisco, Clerk

By

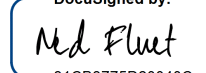
Dated: _____

ATTEST:

TOWN OF WOODSIDE

DocuSigned by:

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Town of Woodside, Clerk

DocuSigned by:

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By Ned Fluet, Mayor

Dated: 5/27/2020

EXHIBIT B

PROPORTIONATE SHARE OF COST

FY 2020-21 Proportionate Share of Cost:

Atherton	0.96%
Belmont	2.87%
Brisbane	0.83%
Burlingame	3.70%
Colma	0.52%
Daly City	10.35%
East Palo Alto	8.48%
Foster City	3.02%
Half Moon Bay	1.97%
Hillsborough	1.63%
Menlo Park	4.56%
Millbrae	2.26%
Pacifica	5.41%
Portola Valley	0.45%
Redwood City	12.99%
San Bruno	5.94%
San Carlos	3.14%
San Mateo	14.26%
South San Francisco	9.97%
Woodside	1.11%
County	5.59%

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

THIS AMENDMENT TO THE AGREEMENT is entered into this 01 day of July 2020, by and between the County of San Mateo, hereinafter called "County," and Peninsula Humane Society, hereinafter called "Contractor".

W I T N E S S E T H:

WHEREAS, pursuant to state law including, but not limited to, Food and Agricultural Code Section 31106, Corporations Code Sections 14501 and 14503, and Government Code, Section 31000, County may contract for the furnishing of animal control and shelter services; and

WHEREAS, County and Contractor (collectively hereinafter, "Parties") on July 01, 2015 entered into a written Agreement for Animal Control and Shelter Services, which is set to expire on June 30, 2020, in which Contractor agreed to perform and County agreed to compensate Contractor for performance of certain specified animal care, animal control, and shelter services (hereinafter, "Services Agreement" or "Agreement"); and

WHEREAS, the Parties wish to amend the Services Agreement to extend the term by one year, increase the amount not to exceed contract amount by \$6,625,381, and other amendments as described herein;

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

1. Section 2.2 Facilities and Equipment of the Agreement is hereby deleted in its entirety.
2. Exhibit A Leased Areas of the Agreement is hereby replaced with a new Exhibit A, Animal Shelter Facility Use and Maintenance Agreement, attached and incorporated by this reference.

3. Section 4.1 of the Agreement is amended to read as follows:

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 the \$38,056,663, except as provided by 7.1 of this Services Agreement.

This not to exceed amount includes the \$6,625,381 added by this amendment for the period July 1, 2020 through June 30, 2021.

4. Section 9.3 Lease Agreement of the Agreement is hereby deleted and replaced in its entirety with a new Section 9.3 Shelter Facility to read as follows:

9.3 Shelter Facility. The Parties agree that, notwithstanding any reference to the prior Lease in Section 7.3 or elsewhere in the Agreement, the prior Lease of the Shelter grounds as referenced in the Agreement has terminated and Contractor has moved to and is occupying the new County owned Animal Shelter. Contractor shall occupy and use the newly constructed County owned Animal Shelter at 12 Airport Blvd, San Mateo, CA 94401 for the provision of services under this Agreement with the permission of County only for a term coterminous with this Agreement, under the terms of the Animal Shelter Facility Use and Maintenance Agreement, attached hereto and incorporated by this reference as Exhibit A.

5. Section 9.1 Services Agreement of the Agreement is hereby amended to read as follows:

9.1 Term of 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, 2021.

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.

6. Section 23 Notices of the Agreement is amended to read as follows:

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: Louise Rogers, Chief of the Health System
Address: 225-37th Avenue, San Mateo, CA 94403
Telephone: 650.573.2532
Facsimile: 650.573.2788
Email: LRogers@smcgov.org


In the case of Contractor, to:

Name/Title: Ken White, President
Address: 1450 Rollins Road, Burlingame, CA 94010
Telephone: 650.685.8502
Facsimile: 650.348.7891
Email: kwhite@peninsulahumanesociety.org

7. Original Exhibit E Payments and Rates is replaced with Revised Exhibit E, Payments and Rates, attached and incorporated into this Agreement by this reference.
8. Original Attachment 1 Public Works Inspection, dated March 16, 2009, of the Agreement is deleted.
9. Original Attachment 2 Quarantine Algorithm of the Agreement is hereby replaced with a new Attachment 2 Quarantine Algorithm (revised and approved June 16, 2016), attached and incorporated as Attachment 2 by this reference.
10. All other terms and conditions of the Agreement between the County and Contractor shall remain in full force and effect except as expressly amended herein.
11. This Amendment shall become effective upon execution by the Parties, but only if the amendment also extending the term of the agreement between the County and the twenty cities for animal control services to June 30, 2021 has been fully executed by County and the twenty cities.

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

 Contractor Signature	<u>MAY 5, 2020</u> Date	<u>KENNETH WHITE</u> Name of Signing Person (please print)
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COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board



Animal Shelter Facility Use and Maintenance Agreement

Between

The County of San Mateo

as "County"

and

The Peninsula Humane Society & SPCA

as "Contractor"

for

**The Animal Shelter Facility
12 Airport Blvd, San Mateo CA 94401**

Section I. General Provisions

A. The purpose of this Animal Shelter Facility Maintenance Agreement ("Agreement") is to set forth the roles and responsibilities of the County of San Mateo (hereinafter "County," which includes employees, officers, and authorized representatives), acting through its San Mateo County Health Division of Public Health Policy & Planning ("PHPP"), and the County Public Works Department Facilities Maintenance, Operations and Building Services ("Facilities Services"); and the Peninsula Humane Society & SPCA (hereinafter "Contractor," which includes employees, officers, and authorized representatives) for Contractor's use, operation and management of the Animal Shelter Facility, located at 12 Airport Boulevard, in the incorporated area of the City of San Mateo, California ("Shelter").

B. The parties understand and agree that Contractor's use of the County-owned Shelter is pursuant to and contingent upon an active Service Agreement between Contractor and County for Contractor's animal control services to the County ("Animal Control Services Agreement"). Contractor may use and occupy the Shelter only for the purpose of providing animal control and sheltering services to the County and cities as set forth in the Animal Control Services Agreement and any additional activities as mutually agreed to by Parties. This Agreement shall terminate concurrently with the Animal Control Services Agreement.

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

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

C. This Agreement shall be in effect from the date last signed below, and run concurrent with the Animal Services Agreement and any fully executed extensions. Upon termination of this Agreement, Contractor shall vacate the Shelter on the date of termination and return it to County in good condition, excepting normal wear and tear. Any damage to the Shelter caused by the negligent or intentional acts of Contractor shall be promptly repaired by Contractor at its sole expense and not out of Contract funds or other County funds.

D. The County acknowledges and agrees that the entirety of fees and costs related to Contractor's operation of the Shelter, and/or performance of this Agreement, shall be funded solely from the Contract Funds provided to Contractor from County under the Animal Control Services Agreement, except as otherwise provided herein. The County and Contractor acknowledge and agree that if the Contract Funds prove insufficient to

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

E. Indemnification and Insurance

1. Hold Harmless & Indemnification

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

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

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

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

3. Liability Insurance

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

- (i) Shelter Premises Liability with a minimum limit of \$1,000,000 Combined Single Limit (CSL) each occurrence; and
- (ii) All Comprehensive Liability insurance shall insure performance by Contractor of the Hold Harmless and Indemnification Sub-section of this Agreement;
- (iii) County shall be named as "additionally insured";
- (iv) All required insurance shall contain a Separation of Insureds or Severability of Interests provision; and
- (v) The policy shall not be cancelled or non-renewed unless the County has received 30 days prior written notice. (Ten days prior notice in the event of cancellation for nonpayment of premium is acceptable). Written notice shall be sent to: County of San Mateo, Attn: Animal Services, 225 37th Ave. -San Mateo CA. 94403

4. Workers' Compensation and Employer's Liability Insurance

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

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

5. Miscellaneous Insurance Provisions

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

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

6. Certificate of Insurance

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

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

7. Force Majeure

- (i) Neither party is responsible for any failure to perform or delay in performing its obligations under this contract, to the extent it is prevented or delayed in performing those obligations by an event of force majeure.
- (ii) Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this contract must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfil its or their obligations under the contract.
- (iii) Upon completion of the event of force majeure the party affected must as soon as reasonably practicable recommence the performance of its obligations under this contract. Where the party affected is the contractor, the contractor must provide, within 15 business day, a schedule for managing the Contractor's obligations under this Agreement to minimize the effects of the prevention or delay caused by the event of force majeure.
- (iv) An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.
- (v) Definition. An event of force majeure is an event or circumstance which is

beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent, and includes but is not limited to such matters as:

- a) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority;
- b) ionizing radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
- c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- d) earthquakes, flood, fire or other physical natural disaster, but excluding weather conditions regardless of severity;
- e) regional health emergency due to government health advisory(ies); and
- f) strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the works but excluding any industrial dispute which is specific to the performance of the works or this contract.
- g) Increased costs incurred by Contractor in the provision of services under this Agreement, shall not in itself be considered an event of force majeure even if such increased costs are the result of such an event.

Section II. Contract Information

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

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

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

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

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

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

Section III. Baseline Services

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

1. General Shelter Facility

a. Preventive Maintenance and Routine Repairs

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

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

b. Contractor Obligation to Notify of Needed Repairs or Maintenance

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

c. Emergency Repairs

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

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

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

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

caused by the intentional or negligent acts or omissions of Contractor, or its vendors, in which case Contractor shall be responsible for these expenses not using Contract Funds.

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

e. Utilities

- (i) Contractor is responsible for furnishing and paying for all utilities for the Shelter, including gas, water, electricity, sewer, telephone/internet and garbage service. All utility services shall be paid from the provided Contract Funds.

Contractor shall maintain all records pertaining to all repair, replacement, maintenance utility and other services provided under this Agreement for a period of four years after County make final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by the County, a Federal grantor agency, and County makes the State of California.

g. Signage

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

h. Pest Control

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

i. Disaster Response

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

2. Skilled Craft Services

a. Carpentry

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

b. Lock Work

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

3. Groundskeeping Services

a. Landscaping

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

4. Custodial and Janitorial Services

- (i) Contractor shall maintain all interior and exterior areas of the Shelter and grounds in a clean and sanitary condition. Contractor may provide this service through its staff or shall retain a reputable vendor to provide janitorial and custodial services at a reasonable cost and as needed to fulfill its responsibility to maintain the Shelter in a clean and sanitary condition.
- (ii) Facilities Services will provide no Custodial or Janitorial for the shelter.

Section IV. Additional Services

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

1. Carpentry

New installation:

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

Building and/or custom fabrication:

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

2. Electrical

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

3. Lock Work

- Lock drilling (when keys are lost or locked inside, contact FM&O)
- New installation (result of new construction or remodeling)

4. Other

- Directional signs for departmental areas
- General construction site cleanup

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

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

Section V. Excluded Services

1. This Agreement does not include any of the following:

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

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

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

Section VI. Additional Responsibilities

1. Facilities Services Responsibilities

- a. For routine maintenance of systems, Facilities Services will
 - I. Provide the Contractor with advance schedule to the extent practicable
 - II. Provide Contractor no less than 24 hours' notice when that maintenance is to occur (allowing Contractor to weigh in as to whether or not the scheduled maintenance will interfere with operation and if it will interfere Contractor will give alternate dates within a reasonable time frame when the repair/service can be completed.)
 - III. Provide Contractor with acknowledgement that the service has in fact occurred and any unusual findings related to that service. This notification will be done by a service request confirmation.

- b. For other than routine scheduled maintenance
 - I. Contractor will notify Facilities Services of needed repair/service without delay via phone, fax, or email to the DPW call center. Contractor shall be responsible for any damage to the Shelter, its contents or any person caused by its failure to timely notify the County of needed emergency repairs of conditions that threaten the structure or its contents or the health or safety of occupants or the public.
 - II. Facilities Services will notify Contractor within 24 hours of its anticipated investigation of requested repair (if the matter is something that can be addressed at the time of investigation, Facilities Services to adhere to steps which follow):
 - a) Notify the Contractor's Maintenance Coordinator at least 24 hours in advance of any scheduled maintenance activity that may affect the Contractor's normal working operation (noise, dust, odors, interruption of water or electrical service, etc.).
 - b) Facilities Services to notify contractor of findings of the investigation and its plan to address (and except for the case of emergency repairs, allowing Contractor to weigh in if the scheduled repairs will interfere with its operation)
 - c) Critical or emergent work will be completed at time of investigation.
 - d) Facilities Services to notify Contractor promptly upon completion of the repair. Notification will be given by service request confirmation of close out.
 - e) Contractor will notify Facilities Services of its review of the repair once completed.
 - f) All communication between Contractor and Facilities Services will be copied to PHPP.
 - g) Facilities Services will leave the work areas safe and clean of

any debris caused by the repairs upon completion of the task.

- h) Facilities Services and Contractor will comply with all state and federal laws and regulations regarding the handling and disposal of materials and waste products associated with the normal operations of the facility or its maintenance that could impact public safety and the environment.
 - i) Facilities Services will research and/or recommend special materials, devices, or services if it deems this appropriate and if desired by Contractor
 - j) Facilities Services will make appropriate referrals as it deems necessary or appropriate for work outside the scope of baseline maintenance services
 - k) Facilities Services will coordinate with Risk Management, Environmental Health, Sheriff's Office, local fire departments, and/or other regulatory and health and safety agencies as it deems necessary for issues related to building safety and inspection.
2. Contractor is to:
- a. Designate a Maintenance Coordinator(s) to be the primary point of contact for Facilities Services issues.
 - b. Provide accurate and full details of services requested
 - c. Report mechanical malfunctions or other needed repairs to Facilities Services promptly and complete necessary services request form(s).
 - d. Encourage all employees to be energy conscious. It's good for the environment as well as keeping your costs down.
3. The parties acknowledge that County will be making an inventory and tagging all equipment and vehicles that are County owned or purchased using any Contract Funds. Contractor agrees to use best efforts to assist and cooperate with County in making its inventory of equipment and vehicles which are owned by County in whole or in part. As part of this effort to assist the County in making its inventory, Contractor shall maintain and provide to County, within thirty days of signing this Agreement, a current inventory of all equipment previously paid for with non-Contract Funds owned by Contractor or paid for in part with non-Contract Funds, used at the shelter and having a current fair market value of \$1,000 or more.
4. In event of termination or expiration of this Agreement, the County shall have the option to purchase any equipment or vehicle that has been paid for in part out of non-County Funds by paying to Contractor the depreciated value of Contractor's share of the equipment. In the event County opts not to purchase this equipment or vehicle, Contractor shall pay to County the depreciated value of its share of the equipment or vehicle.

Section VII. Service Level Costs

1. Invoicing/Payment of Facilities Maintenance Work

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

2. Additional Services:

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

Section VIII. Billing Procedures and Tracking Information

1. Tracking Information

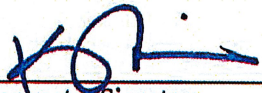
- a. Because a large percentage of work performed by Facilities Services is associated with building systems and structures, baseline services are tracked by building rather than by individual department. Facilities Services staff will record labor and material costs for each activity performed in a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

2. Building Manuals. Drawings. Training:

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

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

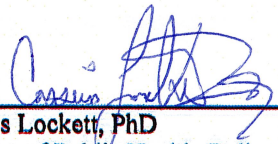
For Contractor: PENINSULA HUMANE SOCIETY


Contractor Signature

June 1, 2020
Date

Kenneth White
Name of Signing Person
(please print)

COUNTY OF SAN MATEO

By: 
Cassius Lockett, PhD
Director of Public Health, Policy and Planning

Date: 6/10/2020

By:  /for
Kevin Spoyer
Deputy Director of Facilities Services

Date: 6-10-2020

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:

Fiscal Year and Amount

2015-16 \$5,944,135

2016-17 \$6,122,459

2017-18 \$6,275,521

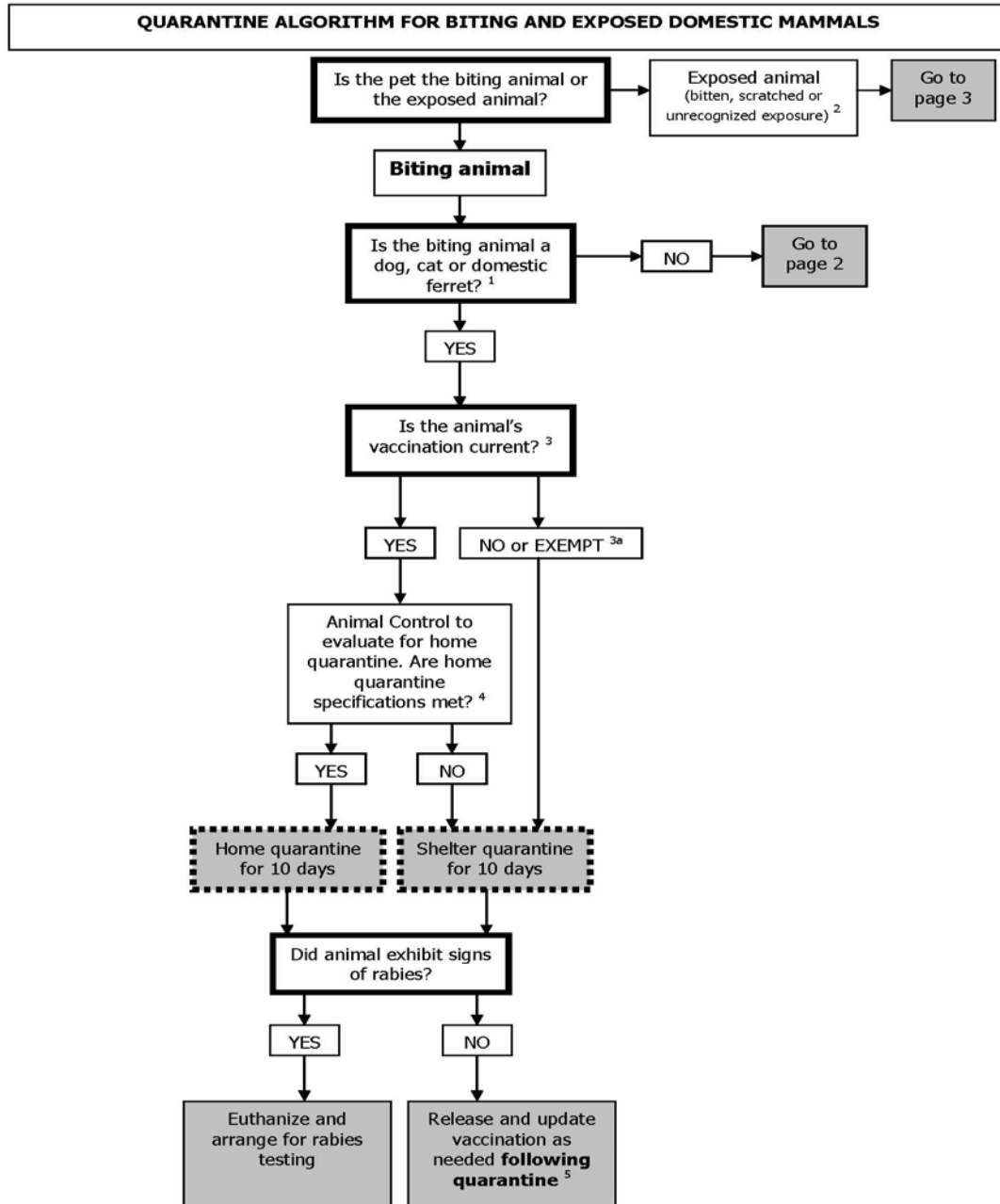
2018-19 \$6,463,786

2019-20 \$6,625,381

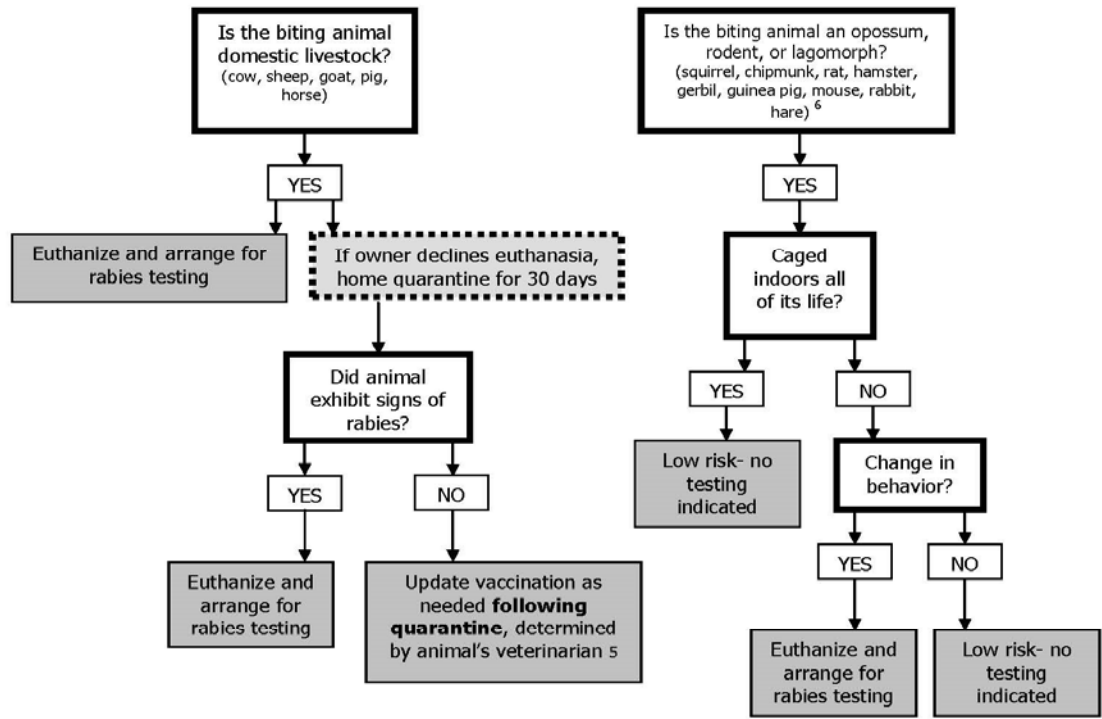
2020-21 \$6,625,381

2. Contractor shall pay County in twelve (12) monthly payments all fees collected for services provided in Exhibit C and outlined in Exhibit D.

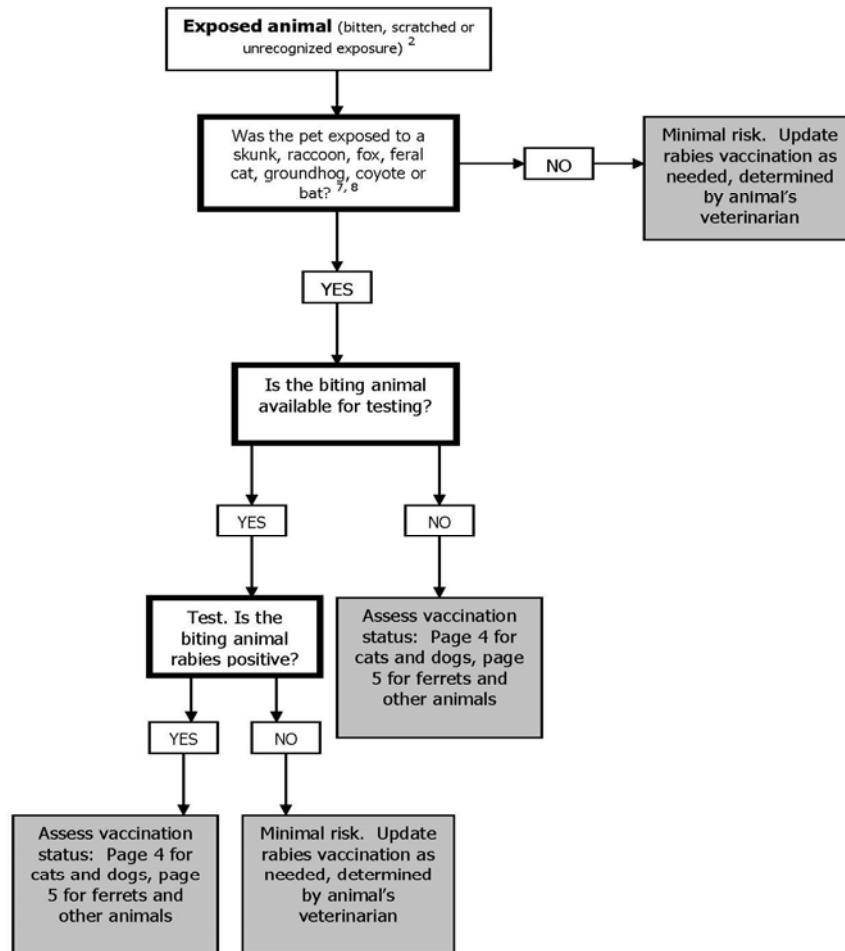
Attachment 2

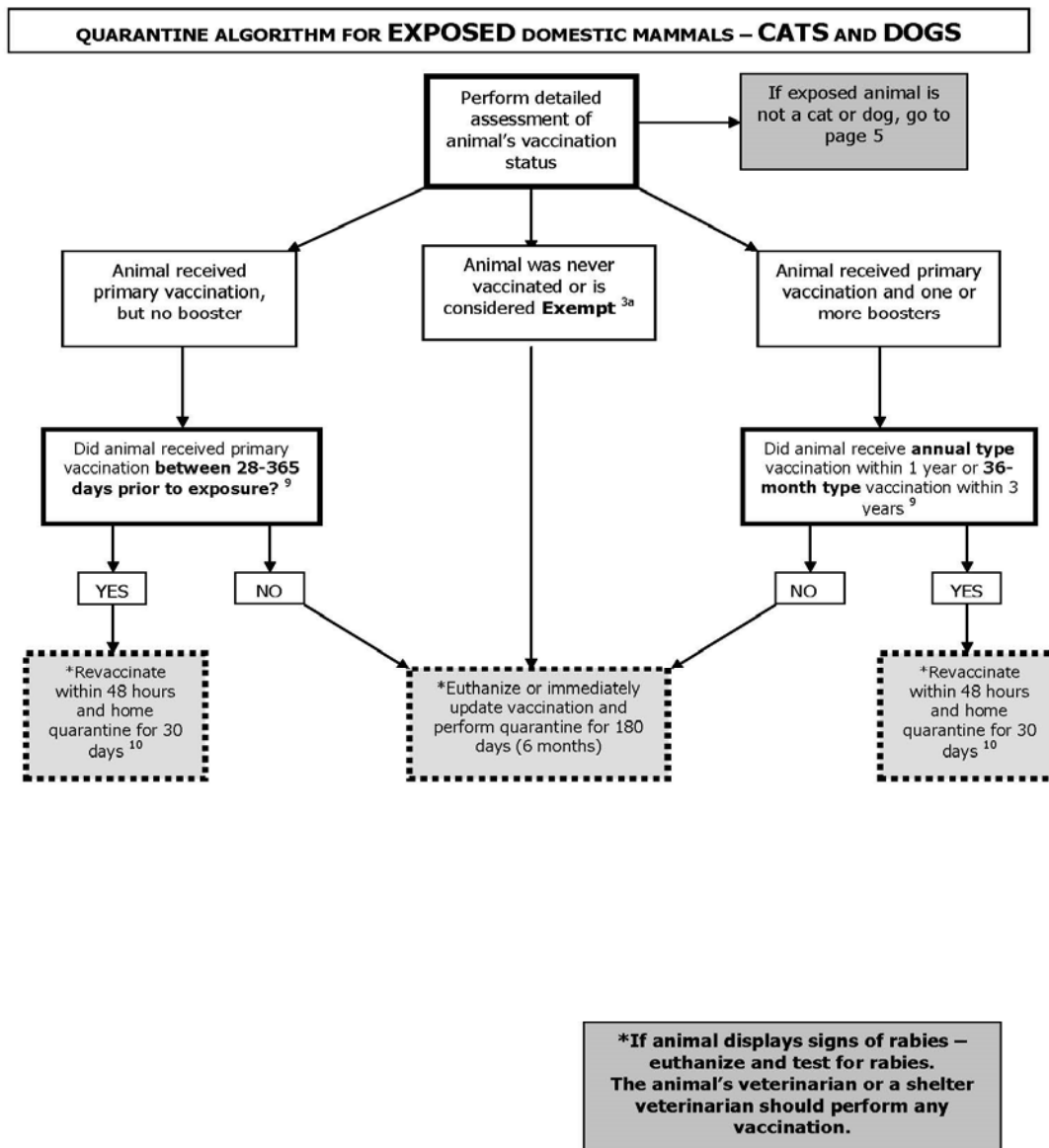


QUARANTINE ALGORITHM FOR BITING DOMESTIC MAMMALS

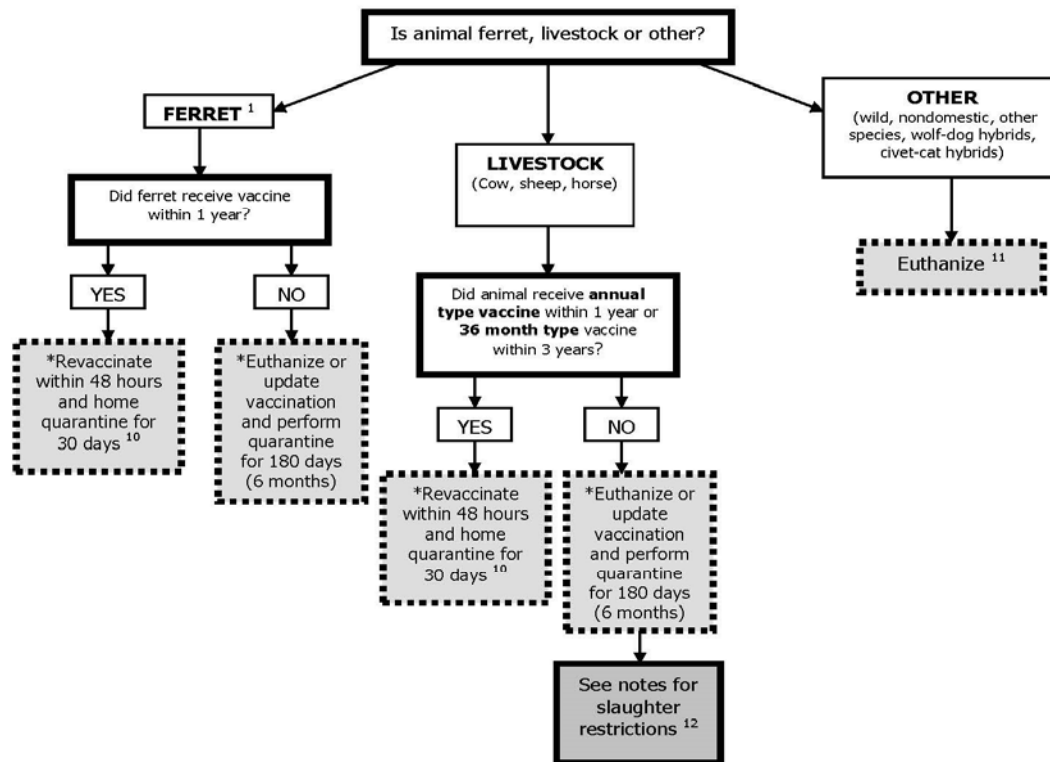


QUARANTINE ALGORITHM FOR EXPOSED DOMESTIC MAMMALS - GENERAL





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



NOTES

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

Legend

	Quarantine action
	Other action
	Question
	Answer



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



Date: July 8, 2014

Board Meeting Date: September 9, 2014

Special Notice / Hearing: None

Vote Required: Majority

To: Honorable Board of Supervisors

From: Jean S. Fraser, Chief, Health System
James C. Porter, Director, Public Works

Subject: Approve the Memorandum of Agreement with All Cities in San Mateo County to Build an Animal Care Shelter

RECOMMENDATION:

Adopt a resolution to approve the Memorandum of Agreement with all cities in San Mateo County to construct a new Animal Care Shelter at Airport Boulevard in the city of San Mateo and to provide a 30-year lease agreement for the use of the shelter by all cities, and the County.

BACKGROUND:

Since 1951, San Mateo County (County) has managed animal control field and sheltering services for all cities in the County, through a contract with the Peninsula Humane Society / Society for the Prevention of Cruelty to Animals (PHS/SPCA). PHS/SPCA provides animal sheltering services in a PHS/SPCA-owned building, located on County property at Airport Boulevard.

The PHS/SPCA building has been evaluated twice in recent years by the County Public Works Department. PHS/SPCA has informed the County that its building is inadequate to meet the current standards for animal care. The Public Works Department has further determined that it is not viable to significantly repair or upgrade the current building. PHS/SPCA has determined that it will not construct a new building for services provided exclusively to the County and cities.

On February 15, 2013, your Board requested a list of capital projects required to improve the condition of the County's existing buildings. The list was presented as the Five Year Facilities Capital Plan to your Board on August 6, 2013, and included was a new animal shelter building with a total estimated cost of \$20 million.

DISCUSSION:

The Public Works Department conducted an extensive review of mandated animal sheltering services, local utilization and similar Bay Area projects. Ultimately, the Public Works Department determined that the cost of constructing a new shelter would be between \$15.1 million and \$20.2 million. The Public Works Department also considered alternatives to constructing a new shelter

such as retrofitting County-owned buildings or using pre-fabricated building technologies. All of the alternatives were determined to be more expensive than building a new shelter from a life-cycle cost perspective.

A new shelter, similar to the current shelter, would house animals from all cities and unincorporated areas in the County. All participating entities would save money by sharing in this service agreement. The County would serve as the lead agency in managing the construction of the new building, and would be the sole owner of the completed building. All participating entities, including the County, would share the cost by repaying the County through a 30-year, interest-free lease agreement. As of May 6, 2014, all participating entities have approved the cost participation Memorandum of Agreement (Attachment A).

The terms of the Memorandum of Agreement dictate that the lease amount paid by each participating entity will be calculated each year using a combination of a 3-year average for shelter usage (weighted at 80%) and population (weighted at 20%) (Attachment B). The basis for this allocation is to attribute a larger cost share to level of shelter services used by each participating entity, and a smaller portion to potential use captured by population.

Construction is expected to begin in the fall of 2014 and be completed within 18 months. The current building would remain open during construction. The County also will be the lead agency in evaluating potential environmental impacts; each city will have an opportunity to comment at the time the County determines what environmental review process is appropriate.

The lease payments would commence once the new building receives its certificate of occupancy, projected to be in late 2015.

Approval of this Memorandum of Agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by providing a facility to quarantine and shelter animals. It is anticipated that the completed facility will shelter 17,500 animals during FY 2015-16.

PERFORMANCE MEASURE(S):

Measure	FY 2013-14 Actual	FY 2015-16 Projected
Number of animals sheltered.	17,409	17,500

FISCAL IMPACT:

The County is willing to advance the funding – estimated to be between \$15.1 million and \$20.2 million - for the new building's construction, as all participating entities have approved the Memorandum of Agreement. Additionally, the County will participate in Attachment 3 page 3 of 35

the lease as a partner with the cities; the County's estimated share of lease payments, based on Memorandum of Agreement payment methodology, is expected to be \$19,611 to \$26,235 annually.

RESOLUTION NO. 073369

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION TO APPROVE THE MEMORANDUM OF AGREEMENT WITH ALL CITIES IN SAN MATEO COUNTY TO CONSTRUCT A NEW ANIMAL CARE SHELTER AT AIRPORT BOULEVARD IN THE CITY OF SAN MATEO AND TO PROVIDE A 30-YEAR LEASE AGREEMENT FOR THE USE OF THE SHELTER BY ALL CITIES AND THE COUNTY.

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, Health & Safety Code Section 121690 requires the governing body of each city and county to maintain or provide for the maintenance of a pound system and a rabies control program; and

WHEREAS, Food and Agricultural Code Section 31106 provides for the County authority to enter into a contract with any humane society or other organization to carry out the provisions of impounding, holding, and euthanizing dogs; and

WHEREAS, since 1951 all of the municipalities in San Mateo County have contracted with the County to manage animal control field and sheltering services, provided through a contract with the Peninsula Humane Society & SPCA (PHS) for the field and sheltering services; and

WHEREAS, animal sheltering services are currently provided in a building owned by PHS and located on County property at Airport Boulevard in the City of San Mateo, which PHS leases for a nominal fee; and

WHEREAS, the current shelter is over 50 years old and has been determined by the Department of Public Works to be inadequate to meet current animal sheltering standards, and that it is not viable to significantly repair or upgrade the shelter; and

WHEREAS, building a new animal care shelter at an estimated cost of \$20 million was included in the Five Year Facilities Capital Plan presented to your Board on August 6, 2013; and

WHEREAS, the County will serve as the lead agency in managing the construction of a new building, and once built would be the sole owner of the building; and

WHEREAS, as of May 6, 2014, all municipalities agreed to share the construction costs for a new animal care shelter by repaying the County through a 30-year, interest-free lease agreement; and

WHEREAS, the County is willing to advance the funding for construction and participate in the lease as a partner with the Cities, but there will be no additional fiscal impact to the County.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors is hereby authorized and directed to authorize the President of the Board to execute the Memorandum of Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

* * * * *

RESOLUTION NUMBER: 073369

Regularly passed and adopted this 9th day of September 2014

AYES and in favor of said resolution:

Supervisors:

DAVE PINE

CAROLE GROOM

DON HORSLEY

WARREN SLOCUM

ADRIENNE J. TISSIER

NOES and against said resolution:

Supervisors:

NONE

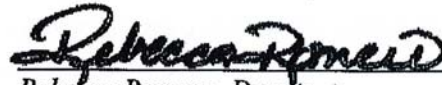
Absent Supervisors:

NONE


President, Board of Supervisors
County of San Mateo
State of California

Certificate of Delivery

I certify that a copy of the original resolution filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.


Rebecca Romero, Deputy
Clerk of the Board of Supervisors

ATTACHMENT A

MEMORANDUM OF AGREEMENT

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

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

RECITALS

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

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Construction Cost Allocation Methodology:** The Parties agree that construction costs for the new Animal Care Shelter facility shall be allocated among the Parties based on the formula set forth in Exhibit A to this Agreement, which is incorporated herein by reference. This formula reflects each Party's actual use of the existing Animal Care Shelter facility in 2009, 2010, and 2011 as a percentage of all Parties' total use of the facility, as well as each Party's total population as of 2010, as a percentage of the County's total population as of that date. The formula is weighted 80% to a City's average facility use over the three years preceding the year in question and 20% to population. The Parties agree that each year, the County shall recalculate three year average facility usage for each City and that Exhibit A (and each Party's prospective Lease Payment obligations, as described in Section 3 of this Agreement) shall be amended to reflect such recalculations. The Parties further agree that the County shall, upon request of a City, promptly provide the requesting City with copies of the data and documents used to calculate each City's facilities usage.
2. **County Advancing Construction Costs:** The Parties agree that the County shall advance, on an interest free basis, all funds required to pay the construction costs for the new Animal Care Shelter facility. For purposes of this Agreement, "construction costs" include all expenses for architectural and inspector services, project management service, environmental review, planning and building fees and costs, and actual contractor construction services. The Parties understand and agree that construction costs for the Animal Care Shelter facility are anticipated at this time to be twenty million two hundred thousand dollars (\$20,200,000). The Parties will be provided with further information regarding the construction costs for the Animal Care Shelter facility within a reasonable period of time after such information becomes available or prior to the Certificate of Occupancy being issued. The Parties agree that if the County receives information indicating that the construction costs for the Animal Care Shelter facility will exceed \$20,200,000 by 10% or more, the County shall provide notice to each City of the revised estimated construction costs within a reasonable period of time before such additional construction costs are incurred. The Parties further agree that the County shall, upon request of a City, promptly confer with such City or Cities regarding the additional construction costs and any means by which such additional construction costs may be minimized.
3. **Parties' Payment of Proportional Share of Construction Costs:** Each Party agrees that, during the term of this Agreement for as long as the new Animal Care Shelter facility is occupied and used for animal care shelter purposes, the Party shall pay the County an annual Lease Payment beginning on the first July 1st after a certificate of occupancy is issued for the new Animal Care Shelter facility, and on each subsequent July 1st for the next twenty nine years thereafter. Each Party's Lease Payment shall be equal to the Party's proportional share of the construction cost of the new Animal Care Shelter facility amortized on a straight line basis over thirty years, as set

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

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

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

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

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

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

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

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

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

To City:

To County:

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


Dated: September 9, 2014



Clerk of the Board

Resolution #073369

COUNTY OF SAN MATEO

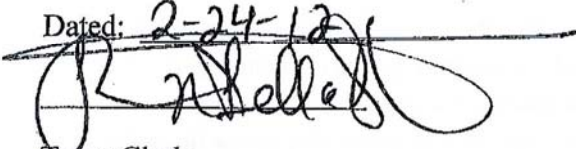


Dated: _____

COUNTY OF SAN MATEO

Clerk of the Board

Dated: ~~2-24-12~~


Town Clerk

TOWN OF ATHERTON


By: ~~GEORGE RODRIGUES~~
CITY MANAGER

Dated: _____

CITY OF BELMONT

City Clerk

By:

Dated: _____

CITY OF BRISBANE

City Clerk

By:

Dated: _____

CITY OF BURLINGAME

City Clerk

By:

Dated: _____

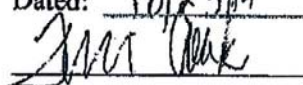
TOWN OF COLMA

Dated: _____

Town Clerk

Dated: 10/23/14

City Clerk

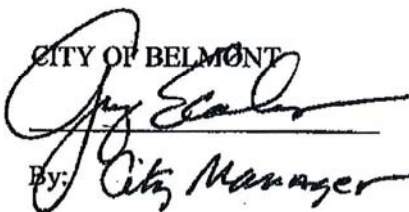


TOWN OF ATHERTON

By: _____

CITY OF BELMONT

By: _____



Dated: _____

City Clerk

Dated: _____

City Clerk

Dated: _____

Town Clerk

Dated: _____

City Clerk

CITY OF BRISBANE

By: _____

CITY OF BURLINGAME

By: _____

TOWN OF COLMA

By: _____

CITY OF DALY CITY

By: _____

Clerk of the Board

Dated: _____

TOWN OF ATHERTON

Town Clerk

By:

Dated: _____

CITY OF BELMONT

City Clerk

By:

Dated: 3/3/14

CITY OF BRISBANE

Shen Marie Spedance

City Clerk

W. Clarke Conway

By: W. Clarke Conway, Mayor

Dated: _____

CITY OF BURLINGAME

City Clerk

By:

Dated: _____

TOWN OF COLMA

Town Clerk

By:

Clerk of the Board

Dated: _____

Town Clerk

Dated: _____

City Clerk

Dated: _____

City Clerk

TOWN OF ATHERTON

By:

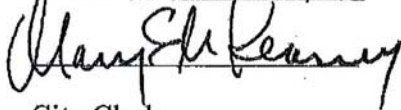
CITY OF BELMONT

By:

CITY OF BRISBANE

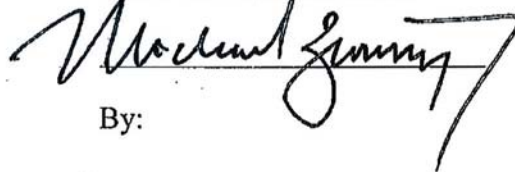
By:

Dated: 3-17-14



City Clerk

CITY OF BURLINGAME



By:

Dated: _____

Town Clerk

TOWN OF COLMA

By:

Clerk of the Board

Dated: _____

Town Clerk

Dated: _____

City Clerk

Dated: _____

City Clerk

Dated: _____

City Clerk

Dated: 3/12/14
Green DL

Town Clerk

TOWN OF ATHERTON

By:

CITY OF BELMONT

By:

CITY OF BRISBANE

By:

CITY OF BURLINGAME

By:

TOWN OF COLMA
Helen Escobar

By:

Town Clerk

By:

Dated: May 16, 2014
Annette Hipona

City Clerk

CITY OF DALY CITY

Patricia J. Nattel
By:

Dated: _____

City Clerk

CITY OF EAST PALO ALTO

By:

Dated: _____

City Clerk

CITY OF FOSTER CITY

By:

Dated: _____

City Clerk

CITY OF HALF MOON BAY

By:

Dated: _____

Town Clerk

TOWN OF HILLSBOROUGH

By:

Dated: _____

CITY OF MENLO PARK

Dated: _____

CITY OF DALY CITY

City Clerk

By:

Dated: _____

CITY OF EAST PALO ALTO

4-28-14
[Signature]

[Signature]

City Clerk

By:

Dated: _____

CITY OF FOSTER CITY

City Clerk

By:

Dated: _____

CITY OF HALF MOON BAY

City Clerk

By:

Dated: _____

TOWN OF HILLSBOROUGH

Town Clerk

By:

Dated: _____

CITY OF MENLO PARK

City Clerk

By:

Dated: _____

CITY OF DALY CITY

City Clerk

By:

Dated: _____

CITY OF EAST PALO ALTO

City Clerk

By:

Dated: 3.10.14

CITY OF FOSTER CITY

Doris L. Palmer
Doris L. Palmer
City Clerk

Charlie Bronitsky
Charlie Bronitsky
By:

Dated: _____

CITY OF HALF MOON BAY

City Clerk

By:

Dated: _____

TOWN OF HILLSBOROUGH

Town Clerk

By:

Dated: _____

CITY OF MENLO PARK

City Clerk

By:

City Clerk

By:

Dated: _____

CITY OF EAST PALO ALTO

City Clerk

By:

Dated: _____

CITY OF FOSTER CITY

City Clerk

By:

Dated: 07-22-2014

CITY OF HALF MOON BAY

Bridget Orr

[Signature]

City Clerk

By:

Dated: _____

TOWN OF HILLSBOROUGH

Town Clerk

By:

Dated: _____

CITY OF MENLO PARK

City Clerk

By:

Dated: _____

CITY OF MILLBRAE

Dated: _____

City Clerk

CITY OF DALY CITY

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Dated: _____

City Clerk

CITY OF EAST PALO ALTO

By:

Dated: _____

City Clerk

CITY OF FOSTER CITY

By:

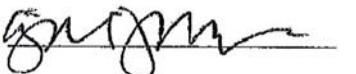
Dated: _____

City Clerk

CITY OF HALF MOON BAY

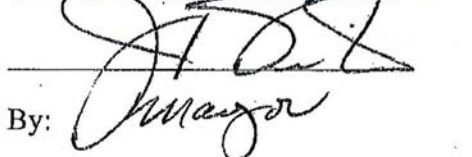
By:

Dated: 5/1/14



Town Clerk

TOWN OF HILLSBOROUGH



By:

Dated: _____

City Clerk

CITY OF MENLO PARK

By:

Dated: _____

City Clerk

CITY OF DALY CITY

By:

Dated: _____

City Clerk

CITY OF EAST PALO ALTO

By:

Dated: _____

City Clerk

CITY OF FOSTER CITY

By:

Dated: _____

City Clerk

CITY OF HALF MOON BAY

By:

Dated: _____

Town Clerk

TOWN OF HILLSBOROUGH

By:

Dated: _____

City Clerk

CITY OF MENLO PARK

By: 
Alex D. McIntyre
City Manager

Dated: _____

City Clerk

Dated: _____

City Clerk

Dated: _____

City Clerk

Dated: _____

Town Clerk

Dated: _____

City Clerk

Dated: 4/8/14

Angela Lewis

City Clerk

CITY OF EAST PALO ALTO

By:

CITY OF FOSTER CITY

By:

CITY OF HALF MOON BAY

By:

TOWN OF HILLSBOROUGH

By:

CITY OF MENLO PARK

By:

CITY OF MILLBRAE

Walter

By: MAYOR

Dated: _____

City Clerk

CITY OF MILLBRAE

By:

Dated: 5-12-14

Kathy O'Connell

City Clerk

CITY OF PACIFICA

Margaret Abbott

By:

Dated: _____

Town Clerk

TOWN OF PORTOLA VALLEY

By:

Dated: _____

City Clerk

CITY OF REDWOOD CITY

By:

Dated: _____

City Clerk

CITY OF SAN BRUNO

By:

Dated: _____

City Clerk

CITY OF SAN CARLOS

By:

Dated: _____

City Clerk

CITY OF MILLBRAE

By:

Dated: _____

City Clerk

CITY OF PACIFICA

By:

Dated: May 13, 2014

Sharon Clark

Town Clerk

TOWN OF PORTOLA VALLEY

Paul E. Wengert

By:

Dated: _____

City Clerk

CITY OF REDWOOD CITY

By:

Dated: _____

City Clerk

CITY OF SAN BRUNO

By:

Dated: _____

City Clerk

CITY OF SAN CARLOS

By:

Dated: _____

Town Clerk

TOWN OF HILLSBOROUGH

By:

Dated: _____

City Clerk

CITY OF MENLO PARK

By:

Dated: _____

City Clerk

CITY OF MILLBRAE

By:

Dated: _____

City Clerk

CITY OF PACIFICA

By:

Dated: _____

Town Clerk

TOWN OF PORTOLA VALLEY

By:

Dated: 03/28/14

City Clerk

CITY OF REDWOOD CITY

By:

Dated: _____

City Clerk

CITY OF MILLBRAE

By:

Dated: _____

City Clerk

CITY OF PACIFICA

By:

Dated: _____

Town Clerk

TOWN OF PORTOLA VALLEY

By:

Dated: _____

City Clerk

CITY OF REDWOOD CITY

By:

Dated: May 15, 2014

David Bonney

City Clerk

CITY OF SAN BRUNO
Constance Jackson

By: Constance C. Jackson
City Manager

APPROVED AS TO FORM:
Marie J. Lopez
CITY ATTORNEY

Dated: _____

City Clerk

CITY OF SAN CARLOS

By:

Dated: _____

City Clerk

CITY OF MILLBRAE

By:

Dated: _____

City Clerk

CITY OF PACIFICA

By:

Dated: _____

Town Clerk

TOWN OF PORTOLA VALLEY

By:

Dated: _____

City Clerk

CITY OF REDWOOD CITY

By:

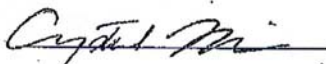
Dated: _____

City Clerk

CITY OF SAN BRUNO

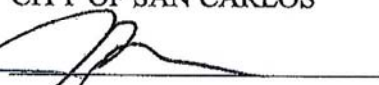
By:

Dated: 5.5.14



City Clerk

CITY OF SAN CARLOS



By:

Dated: 5/16/14

Patricia M. O'Connell

City Clerk



CITY OF SAN MATEO

Robert Ross

By: Robert Ross, Mayor

Dated: _____

City Clerk

CITY OF SOUTH SAN FRANCISCO

By:

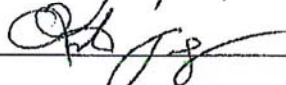
Dated: _____

City Clerk

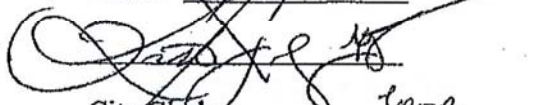
TOWN OF WOODSIDE

By:

Dated: 10/20/14

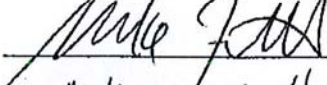


City Clerk

Dated: 10/15/14


City Clerk *lma*

Approved as to form

CITY OF SOUTH SAN FRANCISCO 9/30/14
Date: 9/30/14


By: Mike Frickell 
City Manager City Attorney

TOWN OF WOODSIDE

By: _____

Dated: _____

City Clerk

Dated: _____

City Clerk

Dated: March 21, 2014

Janet B. Koebel
City Clerk

CITY OF SAN MATEO

By:

CITY OF SOUTH SAN FRANCISCO

By:

TOWN OF WOODSIDE

[Signature]
By: Mayor

ATTACHMENT B

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

ANIMAL CONTROL COSTS PROPOSED COST DISTRIBUTION - ESTIMATED LEASE AMOUNTS TO RECOUP CONSTRUCTION COSTS

CITY	Shelter Use	Shelter Use	Shelter Use				\$15,100,000	\$20,200,000
	CALENDAR YEAR							
	Yr 1 2009 Actual	Yr 2 2010 Actual	Yr 3 2011 Actual	3 YR AVG OF SHELTER USE	POPULATION	% of Total Pop	EST ANNUAL LEASE AMT	EST ANNUAL LEASE AMT
Atherton	1.12%	1.00%	0.36%	0.83%	6,914	1.0%	\$4,297	\$5,749
Belmont	3.26%	3.54%	2.65%	3.15%	25,835	3.6%	\$16,304	\$21,811
Brisbane	0.99%	0.99%	0.71%	0.90%	4,282	0.6%	\$4,211	\$5,633
Burlingame	3.51%	3.48%	3.20%	3.40%	28,806	4.0%	\$17,713	\$23,696
Colma	0.61%	0.98%	0.60%	0.73%	1,792	0.2%	\$3,191	\$4,268
Daly City	8.52%	9.57%	10.16%	9.42%	101,123	14.1%	\$52,087	\$69,679
East Palo Alto	6.61%	6.75%	8.44%	7.27%	28,155	3.9%	\$33,205	\$44,420
Foster City	2.82%	2.39%	1.93%	2.38%	30,567	4.3%	\$13,866	\$18,550
Half Moon Bay	5.21%	5.04%	2.47%	4.24%	11,324	1.6%	\$18,660	\$24,962
Hillsborough	1.59%	1.29%	1.14%	1.34%	10,825	1.5%	\$6,912	\$9,247
Menlo Park	4.90%	4.95%	4.50%	4.78%	32,026	4.5%	\$23,748	\$31,769
Millbrae	1.90%	1.99%	1.98%	1.96%	21,532	3.0%	\$10,896	\$14,576
Pacifica	5.72%	6.38%	4.78%	5.63%	37,234	5.2%	\$27,874	\$37,288
Portola Valley	0.90%	0.76%	0.16%	0.61%	4,353	0.6%	\$3,053	\$4,084
Redwood City	12.91%	13.24%	13.25%	13.13%	76,815	10.7%	\$63,647	\$85,143
San Bruno	5.23%	5.19%	6.86%	5.76%	41,114	5.7%	\$28,954	\$38,734
San Carlos	3.35%	3.45%	3.00%	3.27%	28,406	4.0%	\$17,134	\$22,921
San Mateo	15.82%	14.67%	17.84%	16.11%	97,207	13.5%	\$78,490	\$105,000
S. San Francisco	9.08%	9.34%	11.99%	10.14%	63,632	8.9%	\$49,733	\$66,530
Woodside	4.41%	1.27%	1.07%	2.25%	5,287	0.7%	\$9,801	\$13,111
County	1.57%	3.73%	2.92%	2.74%	61,222	8.5%	\$19,611	\$26,235
Total	100.00%	100.00%	100.00%	100.00%	718,451	100.0%	\$503,387	\$673,405

COUNTY OF SAN MATEO
COUNTY MANAGER'S OFFICE

John L. Malthie
County Manager/
Clerk of the Board

County Government Center
400 County Center, 1st Floor
Redwood City, CA 94063
650-363-4121 T
650-363-1916 F
www.smcgov.org

July 10, 2018

City Manager Carlos Martinez
City of East Palo Alto
2415 University Avenue
East Palo Alto, CA 94303

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

Dear City Manager Carlos Martinez,

On or about September 9, 2014, the cities and towns within San Mateo County entered into an agreement to share the construction costs of a new animal care shelter facility. The agreement provides that the County of San Mateo will advance the funds for construction to be repaid by the municipalities according to their share, through a 30-year, interest-free lease agreement. The agreement further provides that project costs were initially estimated to be \$20,200,000 and that if the County received information indicating that the construction costs for the animal care shelter facility will exceed the initial estimate by 10 percent or more, the County would provide notice to each City of the revised estimated construction costs.

The original bridging documents used as the basis of design in 2014 estimated the animal shelter would be 30,000 SF of interior space. To meet the needs of the animals, the new animal shelter increased the interior space and exterior kennel space to approximately 42,000 SF. In addition to the added square footage, additional enhancements were added. An upgraded heating ventilation air conditioning (HVAC) unit (\$600K) and a photovoltaic system (\$1.2M) were added to meet a required air exchange for the animals and to meet the County's Green Policy, both of which the County will not seek reimbursement from the cities.

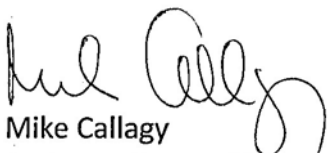
The County has received a revised estimated project cost for the animal care shelter facility in the amount of \$26,600,000. The new anticipated annual lease costs of \$826,843 are the result of cost escalation in the construction market and design and mechanical enhancements necessary to ensure proper and humane animal care. The last column on Attachment B addresses the new estimated annual lease amount for each city/town.



Not uncommon, the project also encountered some unforeseen conditions such as the need to replace a natural gas line, a failed storm drain and the need to monitor for asbestos during earthwork. The project construction started in May 2018 and is expected to be completed by November 2019. The animal care shelter facility is currently estimated to be \$26,600,000. The County will not seek reimbursement for \$1,800,000 of that cost, bringing the municipalities shared responsibility to \$24,800,000.

Should you have any questions regarding the revised estimated construction costs or the project, please contact Director Deborah Bazan of the Project Development Unit at 650-823-7083.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Callagy". The signature is fluid and cursive, with the first name "Mike" and last name "Callagy" clearly distinguishable.

Mike Callagy
Assistant County Manager

Enclosures: Resolution No. 073369
Attachment B - Animal Control Costs

ATTACHMENT B

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

ANIMAL CONTROL COSTS
PROPOSED COST DISTRIBUTION-ESTIMATED LEASE AMOUNTS TO RECOUP CONSTRUCTION COSTS

CITY	Shelter Use		Shelter Use Calendar Year		Shelter Use	3 YR AVG of Shelter Use	POPULATION	% of Total	\$15,100,000		\$20,200,000		Overall Total*
	Yr 1 2009 Actual	Yr 2 2010 Actual	Yr 3 2011 Actual	EST ANNUAL LEASE AMT					EST ANNUAL LEASE AMT	EST ANNUAL LEASE AMT	EST ANNUAL LEASE AMT		
Atherton	1.12%	1.00%	0.36%	0.83%	6,914	1.0%	\$4,297	\$5,749	\$7,059	\$7,059	\$26,600,000		
Belmont	3.26%	3.54%	2.65%	3.15%	25,835	3.6%	\$16,304	\$21,811	\$26,780	\$26,780	\$24,800,000		
Brisbane	0.99%	0.99%	0.71%	0.90%	4,282	0.6%	\$4,211	\$5,633	\$6,916	\$6,916			
Burlingame	3.51%	3.48%	3.20%	3.40%	28,806	4.0%	\$17,713	\$23,696	\$29,095	\$29,095			
Colma	0.61%	0.98%	0.60%	0.73%	1,792	2.0%	\$3,191	\$4,268	\$5,241	\$5,241			
Daly City	8.52%	9.57%	10.16%	9.42%	101,123	14.1%	\$52,087	\$69,679	\$85,556	\$85,556			
East Palo Alto	6.61%	6.75%	8.44%	7.27%	28,155	3.9%	\$33,205	\$44,420	\$54,542	\$54,542			
Foster City	2.82%	2.39%	1.93%	2.38%	30,567	4.3%	\$13,866	\$18,550	\$22,776	\$22,776			
Half Moon Bay	5.21%	5.04%	2.47%	4.24%	11,324	1.6%	\$18,660	\$24,962	\$30,650	\$30,650			
Hillsborough	1.59%	1.29%	1.14%	1.34%	10,825	1.5%	\$6,912	\$9,247	\$11,354	\$11,354			
Menlo Park	4.90%	4.95%	4.50%	4.78%	32,026	4.5%	\$23,748	\$31,769	\$39,008	\$39,008			
Millbrae	1.90%	1.99%	1.98%	1.96%	21,532	3.0%	\$10,896	\$14,576	\$17,897	\$17,897			
Pacifica	5.72%	6.38%	4.78%	5.63%	37,234	5.2%	\$27,874	\$37,288	\$45,784	\$45,784			
Portola Valley	0.90%	0.76%	0.16%	0.61%	4,353	0.6%	\$3,053	\$4,084	\$5,014	\$5,014			
Redwood City	12.91%	13.24%	13.25%	13.13%	76,815	10.7%	\$63,647	\$85,143	\$104,543	\$104,543			
San Bruno	5.23%	5.19%	6.86%	5.76%	41,114	5.7%	\$28,954	\$38,734	\$47,559	\$47,559			
San Carlos	3.35%	3.45%	3.00%	3.27%	28,406	4.0%	\$17,134	\$22,921	\$28,143	\$28,143			
San Mateo	15.82%	14.67%	17.84%	16.11%	97,207	13.5%	\$78,490	\$105,000	\$128,924	\$128,924			
S. San Francisco	9.08%	9.34%	11.99%	10.14%	63,632	8.9%	\$49,733	\$66,530	\$81,689	\$81,689			
Woodside	4.41%	1.27%	1.07%	2.25%	5,287	0.7%	\$9,801	\$13,111	\$16,098	\$16,098			
County	1.57%	3.73%	2.92%	2.74%	61,222	8.5%	\$19,611	\$26,235	\$32,213	\$32,213			
HVAC+Solar Costs*	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$1,800,000		
Total	100.00%	100.00%	100.00%	100.00%	718,451	100.00%	\$503,387	\$673,405	\$826,843	\$826,843			

* HVAC and Solar costs of \$1.8 million removed from cities portion of costs and paid for by County of San Mateo. Overall total project cost with HVAC and Solar is \$26.6 million.
Resolution #073369

