

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CITYGATE ASSOCIATES, LLC**

This Agreement is entered into this 10th day of July, 2018, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Citygate Associates, LLC, hereinafter called "Contractor."

\* \* \*

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of conducting an Animal Care, Control and Shelter Services Performance Audit of the services being provided by the Peninsula Humane Society & SPCA.

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

**1. Exhibits and Attachments**

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

Exhibit A—Services  
Exhibit B—Payments and Rates  
Attachment I—§ 504 Compliance  
Attachment IP – Intellectual Property

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

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

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 10, 2018, through March 28, 2019.

**5. Termination**

This Agreement may be terminated by Contractor or by the Director of Public Health, Policy and Planning or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

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

**6. Contract Materials**

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

**7. Relationship of Parties**

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

**8. Hold Harmless**

**a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the

performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

**b. Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered

or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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

**9. Assignability and Subcontracting**

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

**10. Insurance**

**a. General Requirements**

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

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

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

**c. Liability Insurance**

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

subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability...	\$1,000,000
(b) Motor Vehicle Liability Insurance...	\$1,000,000
(c) Professional Liability.....	\$1,000,000

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

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

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

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

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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

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

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

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

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

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

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

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

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

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

### **e. Discrimination Against Individuals with Disabilities**

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

### **f. History of Discrimination**

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

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

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

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

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

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

**h. Compliance with Living Wage Ordinance**

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

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

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do

not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

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

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

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

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

**15. Merger Clause; Amendments**

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

**16. Controlling Law; Venue**

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

**17. Notices**

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

In the case of County, to:

Name/Title: Cassius Lockett, PhD  
Director of Public Health, Policy and Planning  
Address: 225 37<sup>th</sup> Avenue, 1<sup>st</sup> Floor, Room 178  
Telephone: 650-573-2104  
Facsimile: 650-573-2116  
Email: [clockett@smcgov.org](mailto:clockett@smcgov.org)

In the case of Contractor, to:

Name/Title: David DeRoos, President  
Address: 2250 East Bidwell Street, Suite 100  
Telephone: 916-458-5100 ext. 101  
Facsimile: 916-983-2090  
Email: [dderoos@citygateassociates.com](mailto:dderoos@citygateassociates.com)

**18. Electronic Signature**

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

**19. Payment of Permits/Licenses**

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

\* \* \*

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

For Contractor: Citygate Associates, LLC

  
Contractor Signature

6/20/18  
Date

David DeRoos, president  
Contractor Name (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

**Exhibit A**  
**Agreement between the County of San Mateo and Citygate**

**Description of Services to be Performed by Contractor**

In consideration of the payments set forth in Section 2, **Amount and Method of Payment**, Contractor shall provide the following services:

1. **Conduct an initial kick off with County and City stakeholders** to discuss and finalize the scope of work and approach.
2. **Obtain from PHS or the County, and conduct a review of data, policies and procedures regarding the animal shelter operations prior to visiting the shelter. This information will be used by the contractor to determine if PHS is meeting their contractual obligations with the County and if tasks are being performed efficiently, including:**
  - a. The shelter's organization chart (provided by the County)
  - b. The County's contract with PHS (provided by the County)
  - c. PHS' current 2016-2017 financial audited document (provided by the County)
  - d. San Mateo County Animal Ordinance (provided by the County)
  - e. Policy & Procedures / best practices for the shelter, medical and field operations. (provided by PHS)
  - f. Raw data from the Chameleon database (software program used by PHS for collection of all animal data) for sheltering and medical services, noting the methods by which animals are:
    - i. Received and impounded (provided by the County)
    - ii. Housed at the shelter (provided by the County)
    - iii. Redeemed from the shelter (provided by the County)
    - iv. Treated, including spaying/neutering and medical procedures (provided by PHS)
    - v. Euthanized and/or disposed of (provided by the County)
    - vi. Raw data from Chameleon database for shelter staffing ratios for daily cleaning, feeding, and intake procedures (staffing schedules provided by PHS and data from Chameleon provided by County)
  - g. Raw data from Chameleon database for a minimum of 400 field service calls received in 2016 & 2017, noting:
    - i. Response times (provided by the County)
    - ii. Type of call (provided by the County)
    - iii. Outcomes as outlined in the County Contract (provided by the County)
    - iv. Document provided from PHS regarding the service level to be given to the Vendor
  - h. Raw data from Chameleon database for field services calls from calendar years 2016-2017, noting but not limited to the following:
    - i. To what extent evidence of enforcement of all County and City ordinances exist, which are substantially similar to Chapters 6.04, 6.12 and 6.16 of Title 6 of the San Mateo County Animal Ordinance; e.g. citation issued as appropriate for violations of said Chapters. (provided by County) \*County to share with the vendor the contract section outlining enforcement. Please note that the County-PHS contract obligates PHS to only enforce those city ordinances which remain fundamentally the same as

- the overall County ordinance, effectively exempting PHS from any responsibility to enforce local ordinances which fall outside of the County ordinance.
  - ii. Number of investigations that result in impoundment, citation, and/or prosecution of reported animal bites and attacks. (provided by PHS)
  - iii. Length of time it took to respond, pertaining to routine patrols, animal nuisances, complaints, rescues, and priority one, two, and three calls, where length of time is defined as number of minutes between time received and the first action completed by an officer. (provided by the County)
  - iv. Thoroughness, outcome, and compliance with County contract for all the above. (provided by the County)
- i. Case file reviews (120 minimum):
    - i. By random selection, selected by the Vendor of RFP (provided by the County unless paper complaints/logs/reports are needed then PHS will provide)
    - ii. Minimum requirements:
      - a) 50 aggressive complaints
      - b) 40 municipal complaints
      - c) 30 bite quarantine reports
      - d) 30 handwritten officer logs
      - e) At least 1 per jurisdiction for each category of complaints
      - f) All spread across calendar years 2016 & 2017
    - iii. Review for investigative details, thoroughness, and outcome, relative to:
      - a) Enforcement of all County and City ordinances, issuing citations as appropriate for violations of Chapters. (County to share with Vendor the section of the current contract that pertains to enforcement)
      - b) Dangerous and vicious animal complaints, including designation determination as defined by appropriate ordinance, interviewing witnesses, obtaining witness statements, and other evidence, as well as permit violation citations and vicious animal impoundments as required by County or City ordinances.
      - c) Determine if animal bite quarantines were handled within 24 hours of being received.
      - d) Review the length of time that animal bite quarantine is investigated before sending to the Health Department as failed. (provided by County)
- j. Raw data from Chameleon database for 50 impounded animals, identifying the method of impoundment. For each animal, review: (provided by the County and PHS)
    - i. Care received at the shelter, including medical treatment, if needed (provided by PHS)
    - ii. Final disposition
    - iii. Whether County licenses were issued to all released animals (if applicable per ordinance).
  - k. For all animals at the shelter during calendar years 2016 & 2017, identify: (provided by the County, obtained through Chameleon)
    - i. Average length of stay
    - ii. Range of length from shortest to longest
    - iii. Outcomes/disposition categories with relative percent of total.
  - l. Eight weeks of daily duty rosters and/or raw data from Chameleon database and daily duty rosters to determine field services staffing ratio for daily calls. Select eight weeks at random, with at least four weeks in 2016 and four weeks in 2017, covering non-sequential weeks in all four seasons. Using these data, determine: (provided by PHS)

- i. Whether staffing field services adequately provided field enforcement services coverage throughout the County, twenty-four hours a day, seven days a week, 365 days a year, where adequacy is defined by compliance with the County contract agreement for response time to priority one, two, and three calls.
  - ii. Call volume handled
  - iii. Document provided by PHS to be given to the Vendor by the County
- m. Two months of shelter service daily schedules, dates to be selected randomly by Vendor for animal care attendants, front office staff, and veterinarian medical staff to determine the staffing to customer and staffing to animal ratio. Verify sufficient staff resources evident to provide the level of treatment services guaranteed in the contract with the County, twenty-four hours a day, seven days a week. (provided by PHS)
- n. To determine the extent to which the budget systems are in place to appropriately improve performance, and promote transparency and accountability, as called for in the RFP, the following information is needed: budget and actual detailed financial data for fiscal years (FY) 2014-2017, identifying how the revenue derived from the County Contract is specifically allocated to and expended for animal control and shelter services—shelter and field services, spay and neuter (Veterinary services), management and general, and any other financial accounting elements relating to the County Contract. (Document provided by PHS to be given to the Vendor by County. Vendor also may ask PHS for document)

**3. Conduct Interviews and Online and Phone Survey with the City and County Animal Care Customer Stakeholders**

- a. Citygate will conduct interviews and survey of County and Cities Stakeholders for common service gaps. Documents of service gaps to be shared with PHS. To ensure confidentiality of survey respondents, names of cities and individuals will not be shared in survey report documents to the County, Cities, or PHS.
- b. Survey will be conducted online. County will provide Citygate a distribution list for the County and Cities stakeholders.
- c. Survey will be in English only
- d. Phone surveys with the county and contract cities will include the City Manager of each City (or designated city management representative), the Police Chief of each contract city (or designated police department or animal services function representative), and up to six city attorney/county counsel. The County will assist in identifying the proper contract city representatives.

**4. Conduct four site visits at the shelter to interview and observe staff. Vendor may also call or email senior staff members with follow-up questions for information not obtained during the on-site visit.** (Photographs will be taken for the following reasons: 1) To include/illustrate or document something in the report; 2) For vendor to refer to when writing the report. For example, it can be helpful to photograph a cage card to see what information they allow/handwrite on it, to photograph each room to refer to, to photograph a disinfecting product's ingredient label, etc. Vendor will not photograph people.) **Interviews and observations will include:**

- a. Individual and/or group meetings with a minimum of four key personnel who may include the following:
  - i. Senior VP
  - ii. Senior Director
  - iii. Chief of Medicine
  - iv. VP of Accounting
  - v. Director of Volunteer Programs
  - vi. Director of Field Services
  - vii. Captain of Field Services

viii. Manager of Animal Care

- b. Conduct site visit to observe staff during the walk through with the above staff of the shelter. Vendor may need to walk through certain areas several times (without speaking to members of the line staff) to ensure completeness of information needed for the audit that includes a minimum of ten of the following staff:
- i. Field Services supervisors
  - ii. One to five volunteers
  - iii. Two animal care attendants
  - iv. Veterinarian / Veterinarian staff
- c. To determine if tasks are being performed efficiently; if existing data systems, policies, procedures, and staffing are evident to appropriately improve performance, and promote transparency and accountability; and if best practices are being followed as required by the RFP, vendor will need to directly observe the primary duties of the following staff (without speaking to staff). For each observation, note any issues that occur during a process, and any treatment not received and reason with the relative percent of total observations. Observations may be done during walk through of the shelter.
- i. A minimum of two receiving staff, with a minimum of two observations (4 observations total) for each item below:
    1. Intake of animals
    2. Treatment of animals on intake
  - ii. A minimum of two kennel staff, with a minimum of two observations (one dog area of vendor's choice, one cat area of vendor's choice, 4 observations total) for each item below: Observations may be done during walk through of the shelter.
    1. Cleaning of animals
    2. Feeding of animals
  - iii. A minimum of two medical staff, with a minimum of two observations (4 observations total) for each item below: Observations may be done during walk through of the shelter.
    1. Medical treatment of sick or injured animals
    2. Spay and neuter surgeries
  - iv. A minimum of two customer/Veterinarian service staff, with a minimum of two observations (4 observations total) for each item below: Observations may be done during walk through of the shelter.
    1. Customer interactions by phone
    2. Customer interactions in person
  - v. A minimum of two field service management or supervisor staff dispatching, for a minimum of one hour observing as many of the below as time will allow: Observations may be done during walk through of the shelter.
    1. Incoming calls from citizens
    2. Dispatching of the officers as entered into the database
    3. Outcomes of the calls
  - vi. A minimum of a three-hour ride along with the Field Services Director or one of the other supervisors (non-union), exploring the following areas:
    1. Flow of calls coming to the officer
    2. Call response
    3. Call completion

#### 4. Animal impoundment

- vii. Vendor also would need to observe the following areas to determine if they are being handled properly/efficiently and are following best practices:
  - 1. Behavioral Department – Observe three behavior assessments (selected randomly), observe one behavior training session, observe enrichment
  - 2. Spay/neuter program – Observe operations including making appointments for a client's animal using the County voucher program, customers bringing in and picking up their own pets
  - 3. Owner surrender – observe handling of two animals brought by their owners into the shelter for surrender
  - 4. Volunteers – need to briefly see what the volunteer duties are and how they are performing them

#### 5. Facilitate an on-site mid-project briefing with city and county stakeholders.

Prior to the completion of the first Draft Report, a discussion will be had around the preliminary conclusions and tentative recommendations of the audit and will identify the need for additional data collection to ensure sufficient information is provided for all report topics.

#### 6. Prepare and submit the following report:

A brief written report (20-30 pages—or more if agreed upon by the County and Citygate—plus relevant appendices and will include the following) including:

- i. A 1-3-page executive summary of findings and recommendations.
- ii. A section covering methodology and how the audit was conducted.
- iii. A section covering contract terms and relative compliance in Targets and Exhibit C, with possible corrective actions if and where needed.
- iv. A section covering best practices recommendations for each of the following areas and the extent to which each is geared towards improving performance, promoting transparency, providing accountability and handling procedural issues:
  - a) Budget
  - b) Data systems
  - c) Policies and procedures
  - d) Staffing
  - e) Shelter operations
  - f) Field operations
  - g) Medical operations
  - h) Contract compliance
- v. When all changes from the draft versions are agreed upon, Citygate will provide up to ten (10) bound color copies of the Final Report document and a reproducible digital PDF copy. The Draft Report will be considered to be the Final Report if there are no suggested changes within thirty (30) days of the delivery of the Draft Report.

#### 7. Measurements/Metrics

Citygate will provide multiple deliverables to the County throughout this project that will allow the County & Cities to assess the effectiveness of Citygate's services.

- a. Initially, they will provide a draft project schedule and Work Plan for County & City review, to ensure that it meets their needs.
- b. Mid-way through the project, they will provide a mid-project briefing to describe preliminary conclusions and tentative recommendations of the audit. This will also be an opportunity for the County & Cities to perform fact-checks and make any mid-course corrections before additional work occurs.

- c. They will also provide two Draft reports. Report versions to allow the County & Cities the chance to identify whether any additional review or data collection is necessary to address all scope of work areas.
- d. The County & Cities will also receive a Final Report and presentation that highlights the key takeaways and recommendations from the audit. Additionally, each month Citygate will provide the County & Cities with a status report describing work performed, work upcoming, and any study issues, which will allow the County & Cities to continually assess Citygate's performance and progress throughout the engagement.
- e. Finally, they will send the County an End-of-Project Survey and have a follow-up phone call to discuss overall client satisfaction

#### **8. Conduct final meeting with County and City Stakeholders**

Present report and findings to stakeholders in person at one joint meeting with the County and Cities and participate in a discussion of any stakeholder issues.

#### **The Contractor will use the following timeline as the project schedule:**

Citygate is prepared to start this engagement upon receipt of an executed contract, with delivery of the first Draft Report by November 12, 2018, the second Draft Report by December 19, 2018, and the Final Report and Presentations to be completed on or before March 28, 2019.

Any delays to this schedule or other modifications to the work and deliverables must be requested in writing and agreed to in advance by the county.

## Exhibit B

### 1. Amount and Method of Payment

In consideration of the services provided by Contractor pursuant to Exhibit A, Description of Services to be Performed by Contractor, and subject to the terms of the Agreement, County shall pay Contractor based on the following schedule and terms:

- A. Maximum Payment:** The total amount that the County shall be obligated to pay for services rendered in this agreement shall not exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) for nine months. The county shall pay the contractor in accordance with the following program expenses described below.

### **B. Budget**

Element of Cost	Cost Amount
Initial Kick-off with County and City Stakeholders	\$7,229
Secondary Data Review and Analysis	\$32,960
Online Survey of Contract Cities	\$5,098
Phone Surveys with Contract Cities	\$9,644
Interviews, Site Visits, Observations, and Analysis	\$38,170
Conduct Mid-Project Briefing (On-Site)	\$10,647
Report Creation	\$42,467
Meeting with County and City Stakeholders	\$7,008
<b>Sub-Total</b>	<b><u>\$153,223</u></b>
<b>Discount</b>	<b><u>(\$3,223)</u></b>
<b>Final Total</b>	<b><u>\$150,000</u></b>

## Total Itemized Budget

### Budget Template for PHPP Animal Control Performance Audit

Deliverables	Unit Measurement (hours, each, dzn etc.)	Unit Cost	# Units	Total Cost
<b>Personnel Costs*</b>				
David DeRoos, Citygate President / Oversight	hours	\$225	52	\$11,700
Jane Chambers, Project Manager / Local Coordinator	hours	\$195	135	\$26,325
Susan Feingold, Lead Consultant / Animal Services Specialist	hours	\$195	219	\$42,705
Jan Glick, Animal Services Consultant-Practitioner	hours	\$195	77	\$15,015
Andrew Green, Local Government Finance Specialist	hours	\$195	52	\$10,140
Richard Bachman, Veterinary Consultant	hours	\$195	27	\$5,265
Eric Lind, Data and Operational Analysis Associate	hours	\$170	30	\$5,100
Michael Ross, Animal Services Specialist	hours	\$195	11	\$2,145
Jay Corey, Principal Consultant	hours	\$210	11	\$2,310
Various, Survey Administrator	hours	\$125	23	\$2,875
Various, Report Project Administrator	hours	\$125	59	\$7,375
Various, Administrative Support	hours	\$95	36	\$3,420
<b>subtotal</b>				<b>\$134,375</b>
<b>Supplies</b>				
<i>Not applicable</i>				\$0
				\$0
<b>subtotal</b>				<b>\$0</b>
<b>Travel</b>				
On-site project kick-off meeting conducted by David DeRoos, Jane Chambers, and Susan Feingold (other Citygate consultants to attend by phone)	trip	\$1,596	1	\$1,596
On-site interviews and observations conducted by David DeRoos, Jane Chambers, Susan Feingold, Jan Glick, Richard Bachman, and Andy Green	trip	\$7,342	1	\$7,342
On-site mid-project review trip conducted by David DeRoos, Jane Chambers, and Susan Feingold (other Citygate consultants to attend by phone)	trip	\$1,596	1	\$1,596
On-site meeting to present Final Report conducted by David DeRoos, Jane Chambers, and Susan Feingold	trip	\$1,595	1	\$1,595
				\$0
				\$0
				\$0
				\$0
<b>subtotal</b>				<b>\$12,129</b>
<b>Indirect costs (10% max)</b>				
Citygate's 5% administrative charge	5% of hourly fees	\$6,719	1	\$6,719
<b>SUB-TOTAL PROPOSAL COST</b>				<b>\$153,223</b>
<b>TOTAL PROPOSAL COST (AFTER DISCOUNT)</b>				<b>\$150,000</b>

### C. Method of Payment and Invoicing:

- 1) The above budget are estimated amounts and hours required to achieve the scope defined in Exhibit A.
  - a) The actual work done on the consulting scope will be billed based on hourly efforts, travel costs, and indirect costs that cover additional administrative requirement (e.g. printing, conference calls, office supplies etc.).

- b) Travel will not exceed \$12,129 and indirect costs will not exceed \$6,719 for the duration of the contract. Receipts for travel expenses should be submitted along with the monthly invoice.
- c) All progress towards scope milestones will be documented in a monthly status report that will accompany the monthly invoice.
- d) Regardless of effort, all milestones will be attained prior to payment of the final invoice.
- e) Should completion of the scope require more than the 732 hours of consulting work, the county will not be billed for additional costs.
- f) However, should the scope be completed in fewer than 732 hours, the county will only be billed for actual effort and may be billed for less than the contract not to exceed amount.

2) The first payment for this contract will be ten percent (10%) of the project cost upon execution of the contract. To receive this ten percent (10%), Citygate will need to submit an invoice and explanation of the start-up costs. The costs paid initially will be credited to the last invoice though the total hours will still need to be tracked.

3) All invoices shall include:

- a) A detailed list of the services provided and costs incurred (with associated hours where appropriate),
- b) A monthly status report that includes progress made towards the each of the final deliverables as described in Exhibit A scope and a narrative of monthly successes and challenges as well as work to be done in the upcoming month
- c) Supporting documentation for travel costs.

4) Financial supporting documentation is not required to be submitted with invoices; however, the County can, within 12 months of contracting, request to see financial supports for program cost.

5) Contractor shall submit electronic invoices to the County within 5 business days of the end of each month until the end of the contract.

6) The county will make best efforts to pay invoices within thirty (30) days. After 60 days of nonpayment, Citygate is eligible to charge two percent (2%) of the monthly charge per month delayed thereafter.

7) If total costs are less than the amount listed in the invoice schedule, contractor will only invoice for the actual costs.

8) Invoices that do not adhere to the description, timing and payment schedules must be pre-approved in writing by the county.

9) All invoices shall include the following language and a signature:

*Under the penalty of perjury under the laws of the State of California, I hereby certify that this invoice of services complies with all terms and conditions referenced in the Agreement with San Mateo County.*

Signature: [Signature], Date: 6/20/18

Title: President, Agency: Citygate associates, LLC

10) County shall have the right to withhold payment for the disputed portion of rendered services if the County determines that the quality or quantity of work is unacceptable.