



**AGENDA  
REGULAR MEETING  
CITY COUNCIL OF THE TOWN OF COLMA**

**Wednesday, May 27, 2020  
Closed Session - 6:30 PM  
Regular Session - 7:00 PM**

*On March 17, 2020, the Governor issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow for local legislative bodies to conduct their meetings completely telephonically or by other electronic means. Pursuant to the Shelter-in-Place Orders issued by the San Mateo County Health Officer on March 16, 2020 and March 31, 2020, the statewide Shelter-in-Place Order issued by the Governor in Executive Order N-33-20 on March 19, 2020, and the CDC's social distancing guidelines which discourage large public gatherings, the Council Chamber will not be open to the public for this Town of Colma City Council Meeting. The purpose of these orders was to provide the safest environment for Council Members, staff and the public while allowing for public participation.*

*Members of the public may view the meeting by attending, via telephone or computer, the Zoom Meeting listed below:*

**Join Zoom Meeting: <https://us02web.zoom.us/j/87657363236>  
Password: 785840**

**One tap mobile  
+16699006833,,87657363236#,,1#,785840# US (San Jose)  
+12532158782,,87657363236#,,1#,785840# US (Tacoma)  
Meeting ID: 876 5736 3236  
Password: 785840**

**Dial by your location  
+1 669 900 6833 US (San Jose)  
+1 253 215 8782 US (Tacoma)  
+1 346 248 7799 US (Houston)  
+1 312 626 6799 US (Chicago)  
+1 929 205 6099 US (New York)  
+1 301 715 8592 US (Germantown)**

**Meeting ID: 876 5736 3236  
Password: 785840**

**Find your local number: <https://us02web.zoom.us/u/kdxIIWVUQ>**

*Members of the public may provide written comments by email to the City Clerk at [ccorley@colma.ca.gov](mailto:ccorley@colma.ca.gov) before or during the meeting . Emailed comments should include the specific agenda item on which you are commenting, or note that your comment concerns an item that is not on the agenda. The length of the emailed comment should be commensurate with the three minutes customarily allowed for verbal comments, which is approximately 250-300 words.*

## **CLOSED SESSION – 6:30PM**

1. In Closed Session Pursuant to Government Code Section 54957.6 – Conference with Labor Negotiators.

Agency Negotiator: Austris Rungis, IEDA  
Employee Organizations: Colma Peace Officers Association and Colma Communications/Records Association  
Unrepresented Employees: All

## **PLEDGE OF ALLEGIANCE AND ROLL CALL – 7:00PM**

### **REPORT FROM CLOSED SESSION**

### **ADOPTION OF AGENDA**

### **PRESENTATION**

- Proclamation in honor of Public Works Week
- Recognition of Colma Volunteers

### **PUBLIC COMMENTS**

Comments on the Consent Calendar and Non-Agenda Items will be heard at this time. Comments on Agenda Items will be heard when the item is called.

### **CONSENT CALENDAR**

2. Motion to Accept the Minutes from the May 13, 2020 Regular Meeting.
3. Motion to Adopt an Ordinance Amending Colma Municipal Code Subchapter 4.09 to Comply with State Law Regarding Work Permit and Minimum Age Requirements for Gambling Establishments.
4. Motion to Adopt a Resolution Approving the Amendment to the Agreement Between the County of San Mateo and the Cities in the County for Facilitation and Coordination of Animal Control Services.
5. Motion to Adopt a Resolution Authorizing Application for, and Receipt of, Local Government Planning Support Grant Program Funds.

### **PUBLIC HEARING**

#### **6. ACCESSORY DWELLING UNIT ORDINANCE**

*Consider:* Motion to Introduce and Waive a Further Reading of an Ordinance Amending Various Provisions in Chapter 5 and Repealing and Replacing Subchapter 5.19 of the Colma Municipal Code Relating to Accessory and Junior Accessory Dwelling Units and Determining the Ordinance to be Exempt from CEQA.

### **NEW BUSINESS**

#### **7. FINANCIAL PROJECTION BALANCING STRATEGY**

*Consider:* Motion to Adopt a Resolution Approving the Use of Unassigned Reserve and Reducing the OPEB and Pension Trust Contributions in FY 2019-20 and FY 2020-21.

### **REPORTS**

Mayor/City Council  
City Manager

### **ADJOURNMENT**

The City Council Meeting Agenda Packet and supporting documents are available for review on the Town's website [www.colma.ca.gogov](http://www.colma.ca.gogov) or at Colma Town Hall, 1198 El Camino Real, Colma, CA. Persons interested in obtaining an agenda via e-mail should call Caitlin Corley at 650-997-8300 or email a request to [ccorley@colma.ca.gov](mailto:ccorley@colma.ca.gov).

Reasonable Accommodation

Upon request, this publication will be made available in appropriate alternative formats to persons with disabilities, as required by the Americans with Disabilities Act of 1990. Any person with a disability, who requires a modification or accommodation to view the agenda, should direct such a request to Pak Lin, ADA Coordinator, at 650-997-8300 or [pak.lin@colma.ca.gov](mailto:pak.lin@colma.ca.gov). Please allow two business days for your request to be processed.





1. In Closed Session Pursuant to Government Code Section 54957.6 – Conference with Labor Negotiators.

Agency Negotiator: Austris Rungis, IEDA  
Employee Organizations: Colma Peace Officers Association and Colma Communications/Records Association  
Unrepresented Employees: All

*This is a Closed Session item; there is no staff report for this item.*

**MINUTES  
REGULAR MEETING**

City Council of the Town of Colma  
Meeting Held Remotely via Zoom.us

**Wednesday, May 13, 2020**

**6:00 PM – Closed Session**

**7:00 PM – Regular Session**

**CLOSED SESSION**

1. In Closed Session Pursuant to Government Code Section 54957.6 – Conference with Labor Negotiators.

Agency Negotiator:	Austris Rungis, IEDA
Employee Organizations:	Colma Peace Officers Association and Colma Communications/Records Association
Unrepresented Employees:	All

**CALL TO ORDER**

Mayor John Irish Goodwin called the meeting to order at 7:00 p.m.

The Mayor announced, "Welcome to another completely remote Council Meeting—all Council Members, staff and members of the public are attending this meeting from separate locations. A few notes about tonight's meeting: We are accepting public comments through email—please email [ccorley@colma.ca.gov](mailto:ccorley@colma.ca.gov) to submit a public comment. You can also use the chat function to chat directly to our city clerk and she will be able to let us know that you would like to make a comment when your item comes up in the agenda. Also, please note that the city clerk has control over everyone's video and audio, so if you would like to use your video or audio, you will need to chat with her directly to request it. We are new to conducting meetings remotely, so please bear with us through any technical difficulties. We are all still learning how to best make this work. Thank you."

Council Present – Mayor John Irish Goodwin, Vice Mayor Diana Colvin, Council Members Helen Fisicaro, Raquel Gonzalez and Joanne F. del Rosario were all present.

Staff Present – City Manager Brian Dossey, City Attorney Christopher Diaz, Chief of Police Kirk Stratton, Administrative Services Director Pak Lin, Director of Public Works Brad Donohue, City Engineer Cyrus Kianpour, Associate Engineer Abdulkader Hashem, City Planner Michael Laughlin, and City Clerk Caitlin Corley were in attendance.

**REPORT FROM CLOSED SESSION**

The Mayor stated, "No action was taken at tonight's closed session."

**ADOPTION OF THE AGENDA**

Mayor Goodwin asked if there were any changes to the agenda; none were requested. He asked for a motion to adopt the agenda.

**Action:** Vice Mayor Colvin moved to adopt the agenda; the motion was seconded by Council Member del Rosario and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
John Irish Goodwin, Mayor	✓				
Diana Colvin	✓				
Helen Fisicaro	✓				
Raquel Gonzalez	✓				
Joanne F. del Rosario	✓				
	5	0			

## PRESENTATION

- The Mayor recognized longtime resident Alice Letcavage's 100<sup>th</sup> Birthday. A slideshow of photos of Alice at Town events was shown, as well as a video of the socially distant birthday celebration by her family, friends and neighbors, with a parade by Colma Police, Colma Fire and the Recreation Department. Alice's family joined the zoom call to thank the Town for helping Alice celebrate. Happy birthday, Alice!
- Cynthia Nakayama gave a presentation on CAFE's Age Friendly San Mateo Cities and County.

## PUBLIC COMMENTS

Mayor Goodwin opened the public comment period at 7:12 p.m. and seeing no one request to speak, he closed the public comment period.

## CONSENT CALENDAR

2. Motion to Accept the Minutes from the April 22, 2020 Regular Meeting.
3. Motion to Approve Report of Checks Paid for April 2020.

**Action:** Council Member Gonzalez moved to approve the Consent Calendar items #2 through 3; the motion was seconded by Council Member del Rosario and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
John Irish Goodwin, Mayor	✓				
Diana Colvin	✓				
Helen Fisicaro	✓				
Raquel Gonzalez	✓				
Joanne F. del Rosario	✓				
	5	0			

**PUBLIC HEARING**

**4. COLMA MUNICIPAL CODE AMENDMENT SUBCHAPTER 4.09 – NEW REQUIREMENTS UNDER THE CALIFORNIA GAMBLING CONTROL ACT**

City Attorney Christopher Diaz presented the staff report. Mayor Goodwin opened the public comment period at 7:33 p.m. and seeing no one request to speak, he closed the public comment period. Council discussion followed.

**Action:** Council Member Fiscaro moved to Introduce and Waive a Further Reading of an Ordinance Amending Colma Municipal Code Subchapter 4.09 to Comply with State Law Regarding Work Permit and Minimum Age Requirements for Gambling Establishments; the motion was seconded by Council Member Gonzalez and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
John Irish Goodwin, Mayor	✓				
Diana Colvin	✓				
Helen Fiscaro	✓				
Raquel Gonzalez	✓				
Joanne F. del Rosario	✓				
	5	0			

**NEW BUSINESS**

**5. CALIFORNIA CITIES GAMING AUTHORITY**

City Manager Brian Dossey presented the staff report. Mayor Goodwin opened the public comment period at 7:45 p.m. Dustin Chase, General Manager of Lucky Chances made a comment in support of the Town joining the CCGA. The Mayor closed the public comment period at 7:47 p.m. Council discussion followed.

**Action:** Council Member Fiscaro moved to Adopt a Resolution Approving the Amendment to the California Cities Gaming Authority Admitting the Town of Colma to the California Cities Gaming Authority; the motion was seconded by Council Member Gonzalez and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
John Irish Goodwin, Mayor	✓				
Diana Colvin	✓				
Helen Fiscaro	✓				
Raquel Gonzalez	✓				
Joanne F. del Rosario	✓				
	5	0			

**Action:** Mayor Goodwin made a motion nominating Council Member Fiscaro as the Town's delegate and Council Member Raquel Gonzalez as the alternate for the CCGA; the motion was seconded by Council Member del Rosario and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
John Irish Goodwin, Mayor	✓				
Diana Colvin	✓				
Helen Fiscaro	✓				
Raquel Gonzalez	✓				
Joanne F. del Rosario	✓				
	5	0			

**6. FY 2020-21 WATER CONSERVATION INCENTIVE PROGRAM**

Director of Public Works Brad Donohue presented the staff report. Mayor Goodwin opened the public comment period at 8:21 p.m. and seeing no one request to speak, he closed the public comment period. Council discussion followed. Council expressed a desire to temporarily suspend the Program due to the Town's need to save costs during these difficult economic times.

**Action:** Council Member Fiscaro moved to direct staff to bring the item back with the option to temporarily suspend the program; the motion was seconded by Vice Mayor Colvin and carried by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
John Irish Goodwin, Mayor	✓				
Diana Colvin	✓				
Helen Fiscaro	✓				
Raquel Gonzalez	✓				
Joanne F. del Rosario	✓				
	5	0			

**7. PROJECTION FOR FY 2019-20 AND FY 2020-21**

City Manager Brian Dossey and Administrative Services Director Pak Lin presented the staff report. Mayor Goodwin opened the public comment period at 9:18 p.m. and seeing no one request to speak, he closed the public comment period. Council discussion followed.  
*This item was for discussion only; no action was taken at this meeting.*

**COUNCIL CALENDARING**

The next Regular Meeting will be on Wednesday, May 27, 2020 at 7:00 p.m. and it will be conducted remotely.

## **REPORTS**

City Manager Brian Dossey gave an update on the following topics:

- The Recreation Department along with the Public Works Team is delivering groceries to over 120 households.
- The Census is still ongoing; we have lawn signs promoting it available if anyone would like one.
- Two Colma businesses have been approved for funding through SMC Strong.
- The County is moving into Phase II of the reopening process, bringing it in line with the State. The primary change is that curbside pickup is now available for most retail businesses.
- There is a new testing facility in Daly City. No doctor's note or symptoms are necessary, though you must have an appointment.
- National Night Out has been postponed to October.

## **ADJOURNMENT**

Mayor Goodwin adjourned the meeting at 10:20 p.m.



**ORDINANCE NO. \_\_\_\_\_  
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**AN ORDINANCE AMENDING COLMA MUNICIPAL CODE SUBCHAPTER 4.09 TO  
COMPLY WITH STATE LAW REGARDING WORK PERMIT AND MINIMUM AGE  
REQUIREMENTS FOR GAMBLING ESTABLISHMENTS**

The City Council of the Town of Colma does ordain as follows:

---

**ARTICLE 1. RECITALS.**

- (a) The California Gambling Control Act (Bus. & Prof. Code, § 19800 et seq., hereinafter the "Act") establishes, amongst other things, work permit and minimum age requirements applicable to gambling establishments;
- (b) Effective January 1, 2020, Assembly Bill 649 ("AB 649") amended the Act (specifically, Bus. & Prof. Code, §§ 19859, 19911, 19912, 19914, 19921, and 19941) regarding work permits and minimum age requirements;
- (c) Before the effectiveness of AB 649, the Act generally required that gambling establishment employees be at least 21 years of age and obtain a work permit;
- (d) After the effectiveness of AB 649, along with other related changes, the Act will allow persons ages 18 through 20 to be employed in limited positions and without a work permit in gambling establishments and allow persons ages 21 and older to begin work in limited positions pending approval of a work permit;
- (e) Colma Municipal Code subchapter 4.09 regulates gambling establishments in the Town;
- (f) The City Council wishes to update the Municipal Code to comply with the Act as amended by AB 649; and
- (g) All other legal prerequisites to the adoption of this Ordinance have occurred.

**ARTICLE 2. INCORPORATION OF RECITALS.**

The City Council hereby finds that all of the foregoing recitals and the staff report presented herewith are true and correct and are hereby incorporated and adopted as findings of the City Council as if fully set forth herein.

---

**ARTICLE 3. AMENDMENTS TO CMC SUBCHAPTER 4.09**

Subchapter 4.09 of the Colma Municipal Code is amended by adding new section 4.09.145, amending existing paragraph 4.09.180(a)(7), and amending existing section 4.09.230 to read as follows:



#### **4.09.145 Employee Work Permits/Registration.**

- (a) A person who desires to be employed by a gambling establishment must be at least twenty-one (21) years of age and shall obtain a valid employee work permit/registration as required by this Chapter, except as provided in paragraph (b) of this section.
  
- (b) Notwithstanding paragraph (a):
  - (1) A person who is twenty-one (21) years of age or older may begin working on a temporary basis without a work permit as an employee if:
    - (A) The person applied for a work permit/registration as required by this Chapter;
    - (B) The person holds a position that is not supervisory, is not related to the operation or administration of gambling, and does not perform employment duties in the area where gambling is conducted; and
    - (C) The person wears a temporary badge on their outermost garment at chest level with their name, picture, and the words, "Non-Gaming Employee, Work Permit Pending."
    - (D) After the person has received a work permit/registration, the person may perform any duties for which a work permit is required. If the person is denied a work permit/registration, the person shall not work as an employee in any gaming or nongaming job.
  
  - (2) A person who is eighteen (18) through twenty (20) years of age may be employed without a work permit/registration as an employee in job classifications that entail providing services exclusively off the gaming floor and that are not involved in the play of a controlled game if:
    - (A) The person holds a position that is not supervisory and not related to the operation or administration of gambling;
    - (B) The person is not allowed to perform any duties of an employee on the floor of the gambling establishment or in areas that are identified as restricted access areas to employees, including, but not limited to, the cage, count room, surveillance room, security office, vault, and card storage; and

- (C) The person wears a badge on their outermost garment at chest level that has with the words "Non-Gaming Employee: Under 21" and that has a different background color than the badges worn by other employees.

**4.09.180 Grounds for Denial, Revocation or Suspension of Registration.**

- (a) The Chief of Police may revoke or suspend the registration of or deny registration to any applicant who is disqualified for any of the following reasons:

...

- (7) The applicant is less than twenty-one (21) years of age, except as provided in subparagraph 4.09.145(b)(2).

**4.09.230 Permitting Minors on Premises Prohibited.**

- (a) No gambling establishment permittee, owner, or employee shall knowingly permit or allow any person under the age of twenty-one (21) years of age at any time to be in or upon the gambling establishment premises; provided, however, that persons under twenty-one (21) years of age may be allowed in the following areas:

- (1) An area separated from any gambling area used for a nongaming purpose, including for maintenance, parking, or business offices, or for the purpose of dining or food or beverage service or preparation. For purposes of this section, any place wherein food or beverages are dispensed primarily by vending machines shall not constitute a place for dining;

- (2) Restrooms;

- (3) A supervised room that is physically separated from any gambling area and used exclusively for the purpose of entertainment or recreation; and

- (4) Those areas authorized in connection with employment in accordance with subparagraph 4.09.145(b)(2).

- (b) A person who is under twenty-one (21) years of age and not employed per subparagraph 4.09.145(b)(2) may enter upon or pass through a gambling area on a designated pathway to reach any of the areas described in paragraph (a)(1) to (3) only if accompanied by a person or employee who is twenty-one (21) years of age or older.

**ARTICLE 4. SEVERABILITY.**

If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council of the Town of Colma hereby declares that it would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

---

**ARTICLE 5. NOT A CEQA PROJECT.**

This Ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly. The City Council further finds, under Title 14 of the California Code of Regulations, Section 15061(b)(3), that this Ordinance is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

---

**ARTICLE 6. EFFECTIVE DATE.**

This Ordinance shall be posted on the three (3) official bulletin boards of the Town of Colma and within fifteen (15) days of its passage and is to take effect thirty (30) days after its passage.

//  
  
//  
  
//  
  
//  
  
//  
  
//  
  
//  
  
//

### Certificate of Adoption

I certify that the foregoing Ordinance No. \_\_\_\_ was introduced at a regular meeting of the City Council of the Town of Colma held on May 13, 2020, and duly adopted at a regular meeting of said City Council held on \_\_\_\_\_ by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
John Irish Goodwin, Mayor					
Diana Colvin					
Raquel "Rae" Gonzalez					
Helen Fiscaro					
Joanne F. del Rosario					
<i>Voting Tally</i>					

Dated \_\_\_\_\_  
\_\_\_\_\_  
John Irish Goodwin, Mayor

Attest: \_\_\_\_\_  
Caitlin Corley, City Clerk





# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Christopher J. Diaz, City Attorney  
 VIA: Brian Dossey, City Manager  
 MEETING DATE: May 27, 2020  
 SUBJECT: Amendment to Animal Control Services Agreement

## RECOMMENDATION

Staff recommends that the City Council adopt:

RESOLUTION APPROVING THE AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE CITIES IN THE COUNTY FOR FACILITATION AND COORDINATION OF ANIMAL CONTROL SERVICES

## EXECUTIVE SUMMARY

The proposed amendment to the existing agreement entered into in June of 2015 for animal care and control services between the Town, the County of San Mateo, and the cities of Atherton, Belmont, Brisbane, Burlingame, 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 would make the following changes:

- Extend the term for one year.
- Increase the amounts owed by the County to the Peninsula Humane Society and the cities to the County for this one year extension.
- Update the proportionate share of the cost for each respective city in the County with the Town's share changing from 0.53% to 0.52% for fiscal year 2020-2021.
- Amend the existing agreement between the County of San Mateo and the Peninsula Humane Society to acknowledge the new shelter has been constructed and the new arrangement between the parties in regards to the new shelter. The agreement between the County and the Peninsula Humane Society also includes other changes regarding quarantining an animal and other costs.
- Updates other miscellaneous provisions in the existing agreement between the County and cities.

## FISCAL IMPACT

Under the terms of the agreement, the Town would continue to be liable for its proportionate share of the costs of the services. For fiscal year 2020-2021 the Town's proportionate share is 0.52% with the County and other cities making up the remaining 99.48% of the costs.

The Town will also need to begin paying, pursuant to the "Memorandum of Agreement" between the County and the cities entered into in 2014, the proportionate share of costs associated with the construction of the new shelter.

## BACKGROUND

In June of 2015, the Town entered into an agreement for animal care and control services between the Town, the County of San Mateo, and the cities of Atherton, Belmont, Brisbane, Burlingame, 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. At the time, with the Town's previous agreement with the County expiring, the new agreement in 2015 allowed the Town to continue to contract with the County to continue its long running practice of facilitating animal care and control services. It also allowed the County to continue to contract with the Peninsula Humane Society/SPCA for animal control and sheltering services to be provided in the Town and the County. At that time, the new animal shelter was still under construction so the arrangement between the County and the Peninsula Humane Society/SPCA acknowledged the pending construction.

## ENVIRONMENTAL

The City Council's approval of the amendment to the existing agreement is not an activity that has the potential to cause a significant impact on the environment. The action is therefore covered by the common sense exemption under the California Environmental Quality Act (CEQA) Guideline 15061(b)(3) where it can be seen with certainty that there is no possibility that the Council's action to approve an amendment to extend the term for one year and provide additional funding would have a significant effect on the environment. The Council's action is therefore exempt under CEQA.

## ANALYSIS

As noted above, the proposed amendment would make various changes to the existing agreement between the County and the cities for animal control services, but it would also amend the existing agreement between the County and the Peninsula Humane Society/SPCA with regard to the services provided. All of the changes are detailed below:

- **Term:** the amendment extends the term of the existing agreement between the County and the cities for animal control services by one year through June 30, 2021. The original agreement expires on June 30, 2020.
- **Proportionate Cost:** the amendment updates the proportionate cost due from each city for the fiscal year 2020-2021. The Town's proportionate cost is actually decreasing from 0.53% to 0.52%.

- **Agreement between County and Peninsula Humane Society:** the amendment also modifies the existing agreement between the County and the Peninsula Humane Society to also extend their arrangement by one year with added costs to be paid. Further, the agreement between the County and the Peninsula Humane Society is further amended to acknowledge that the new shelter has been constructed and there is no longer a lease arrangement between the parties. Finally, other miscellaneous provisions are modified including notice sections, payments and rates, and the quarantining process for an animal.
- **Memorandum Regarding Shelter Construction:** The amendment also add in a County memo dated September 9, 2014 into the agreement. This memo details the "Memorandum of Agreement" entered into by the County and cities in the County to detail the costs associated with the new shelter and the County's upfront payment of costs with constructing the new shelter. Under the Memorandum of Agreement entered into with the County, each city must begin paying its proportionate costs associated with the construction of the shelter once the new shelter is open and continuing for 29 years. This amount now appears due and the Town will have to pay its proportionate cost for the next 29 years.
- **Amendment to Section 4.1:** This section is amended to acknowledge the additional cost for fiscal year 2020-2021 to be paid from the County to the Peninsula Humane Society. It also acknowledges the increased costs for licenses and tags.
- **Amendment to Section 4.2:** This section is amended to acknowledge the additional cost for fiscal year 2020-2021 to be paid by the cities to the County. For fiscal year 2020-2021, the cities will pay the County based on actual costs and based on each city's proportionate share of the costs. Per the amendment, estimates for these costs were sent to each city in March.
- **Amendment to Section 5.3:** This section is amended to acknowledge that the shelter is constructed and that under the "Memorandum of Agreement" noted above, each city will need to begin paying its proportionate share associated with the construction of the new shelter for the next 29 years.
- **Amendment to Section 5.8:** This section is amended to acknowledge the extended term through June 30, 2021.
- **Amendment to Section 5.15:** This section is amended to modify the notice provision and who should receive notice at the County.

### Council Adopted Values

The City Council's action in adopting the resolution and approving the amendment is *visionary* as it will ensure that animal care and control services are provided as they have historically been provided in the Town. Further, the City Council's adoption of the resolution is *responsible* as it ensures the Town is meeting its previous legal obligations with regard to construction of the shelter.



## **Alternatives**

The City Council could not approve the amendment or seek changes to the amendment. Doing so is not recommended, however, as the agreement has been worked on by numerous parties in the County and making changes might delay the ultimate approval for all the cities involved.

## **CONCLUSION**

The City Council should adopt the resolution approving the amendment.

## **ATTACHMENTS**

- A. Resolution
- B. Amended Agreement
- C. Original Agreement

**RESOLUTION NO. 2020-\_\_  
OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION APPROVING THE AMENDMENT TO THE AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND THE CITIES IN THE  
COUNTY FOR FACILITATION AND COORDINATION OF ANIMAL  
CONTROL SERVICES**

The City Council of the Town of Colma does hereby resolve:

**1. Background.**

- (a) The Town has historically contracted with the County of San Mateo for the County to facilitate animal care and control.
- (b) In 2015, San Mateo County and the Town of Colma entered into a new agreement for the County to provide animal control services to the Town through the Peninsula Humane Society and SPCA.
- (c) The current agreement is set to expire on June 30, 2020.
- (d) In anticipation of the current agreement expiring, the Town and the County, in conjunction with other cities in the County, seek to enter into an amendment to extend the agreement for animal care and control and make other clarifying changes.
- (e) The agreement amendment is not subject to competitive bidding under the Town's Purchasing Ordinance and the Town can enter into the amendment with the County directly as a contract for services provided by a government agency under Municipal Code Section 1.06.180(c).

**2. Order.**

- (a) The agreement amendment between the Town of Colma, the County of San Mateo, and other cities in the County, and which is on file with the City Clerk, is hereby approved by the City Council of the Town of Colma.
- (b) The Mayor is authorized to execute the agreement amendment on behalf of the Town of Colma, with such technical amendments as may be deemed appropriate by the City Manager and the City Attorney.

//

//

//

//

//

### Certification of Adoption

I certify that the foregoing Resolution No. \_\_\_\_ was adopted at a regular meeting of the City Council of the Town of Colma held on May 27, 2020 by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
John Irish Goodwin, Mayor					
Diana Colvin					
Raquel "Rae" Gonzalez					
Helen Fisicaro					
Joanne F. del Rosario					
<i>Voting Tally</i>					

Dated \_\_\_\_\_

\_\_\_\_\_  
John Irish Goodwin, Mayor

\_\_\_\_\_  
Caitlin Corley, City Clerk

**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**

\_\_\_\_\_  
Town of Atherton, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**CITY OF BELMONT**

\_\_\_\_\_  
City of Belmont, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**CITY OF BRISBANE**

\_\_\_\_\_  
City of Brisbane, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**CITY OF BURLINGAME**

\_\_\_\_\_  
City of Burlingame, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**TOWN OF COLMA**

\_\_\_\_\_  
Town of Colma, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**CITY OF DALY CITY**

\_\_\_\_\_  
City of Daly City, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**CITY OF EAST PALO ALTO**

\_\_\_\_\_  
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**

\_\_\_\_\_  
City of Half Moon Bay, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**TOWN OF HILLSBOROUGH**

\_\_\_\_\_  
Town of Hillsborough, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

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**

\_\_\_\_\_  
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**

\_\_\_\_\_  
City of San Bruno, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**CITY OF SAN CARLOS**

\_\_\_\_\_  
City of San Carlos, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**CITY OF SAN MATEO**

\_\_\_\_\_  
City of San Mateo, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**CITY OF SOUTH SAN FRANCISCO**

\_\_\_\_\_  
City of South San Francisco, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

**TOWN OF WOODSIDE**

\_\_\_\_\_  
Town of Woodside, Clerk

\_\_\_\_\_

**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.

Attachment 2  
Page 4 of 60

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Signing Person  
(please print)

\_\_\_\_\_

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

**Exhibit A**

(Animal Shelter Facility Use and Maintenance Agreement between County and PHS to be inserted by each City as labeled as Exh. A to the PHS amendment)

**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

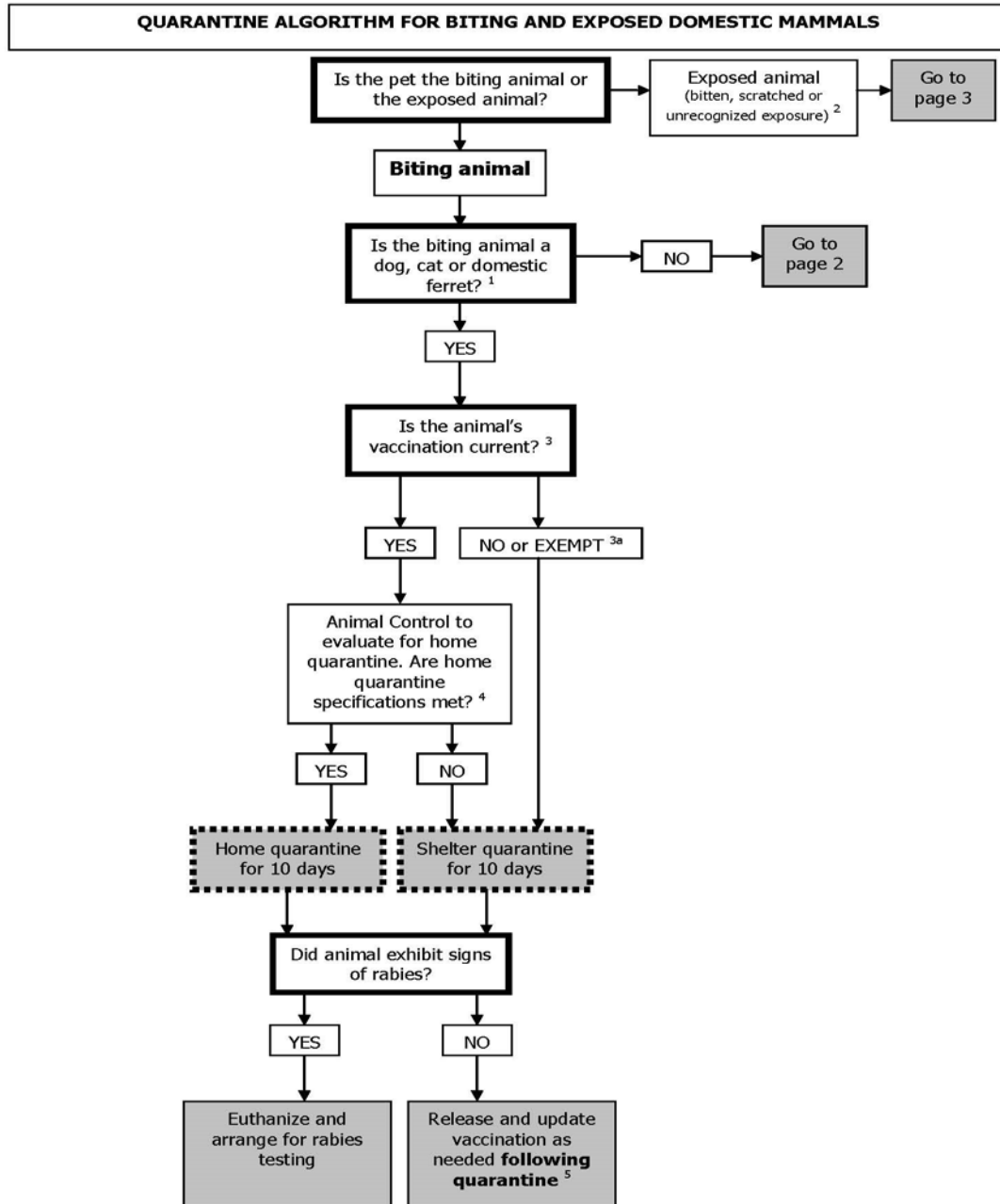
2018-19 \$6,463,786

2019-20 \$6,625,381

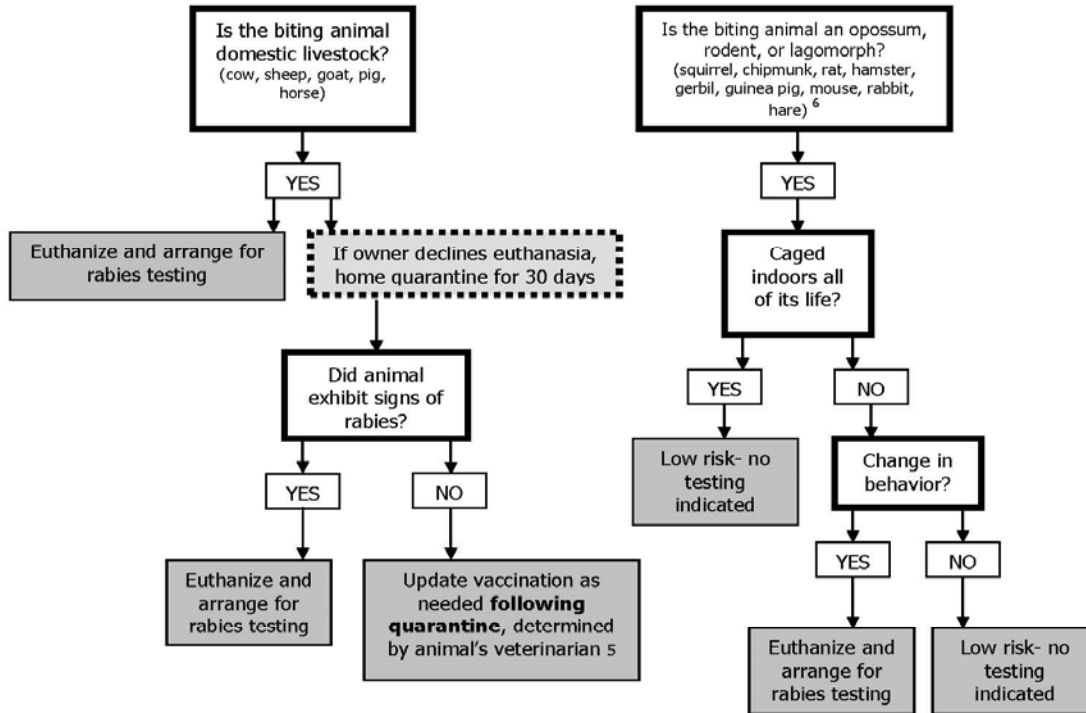
2020-21 \$6,625,381

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

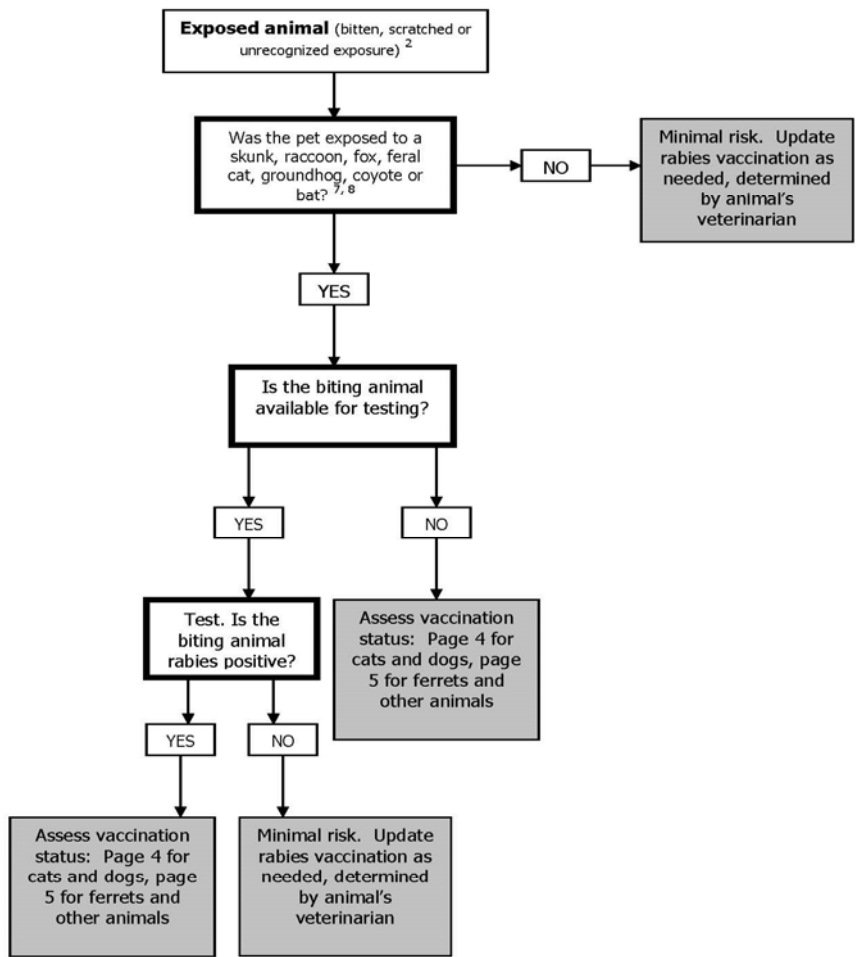


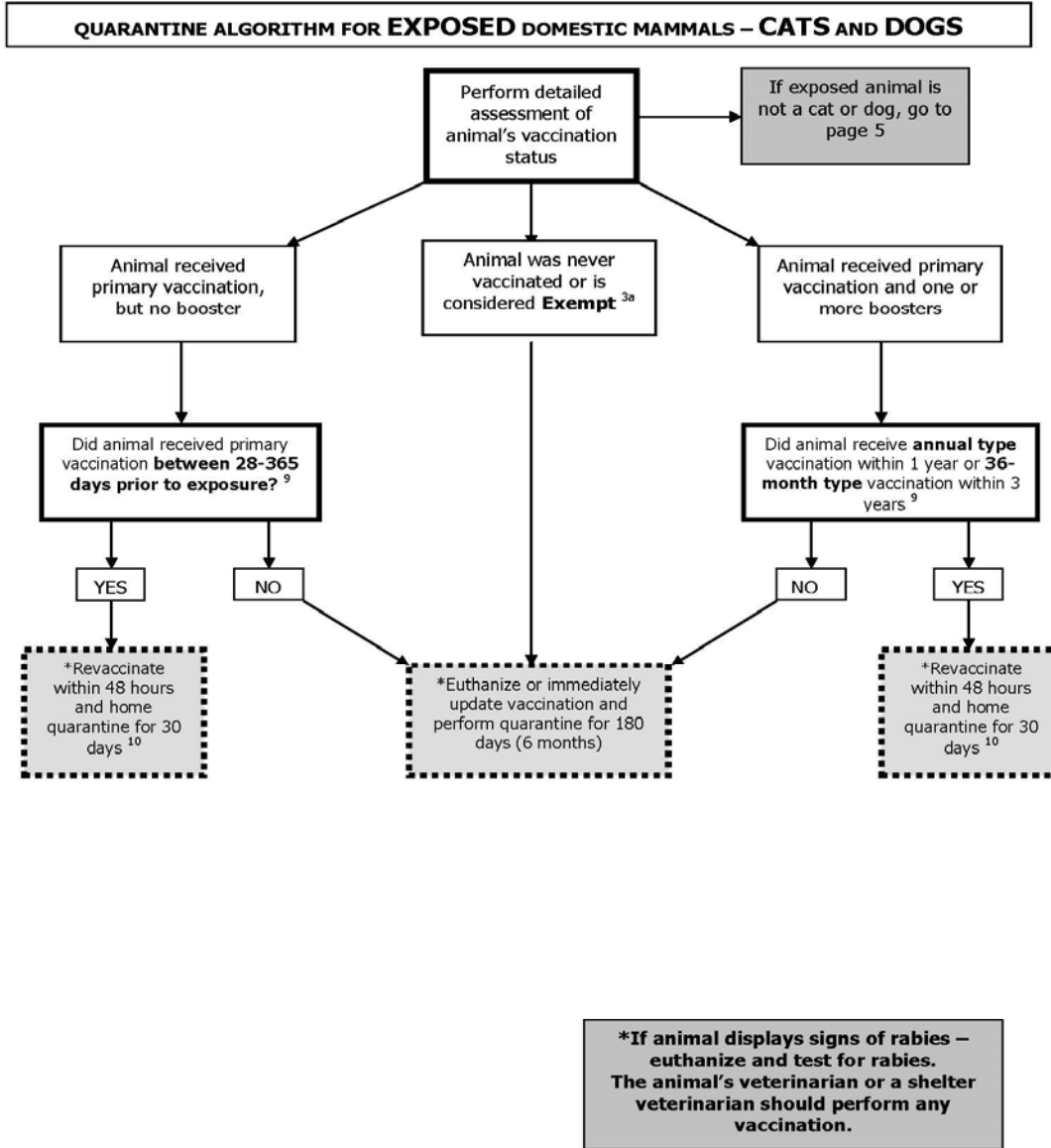
**QUARANTINE ALGORITHM FOR BITING DOMESTIC MAMMALS**



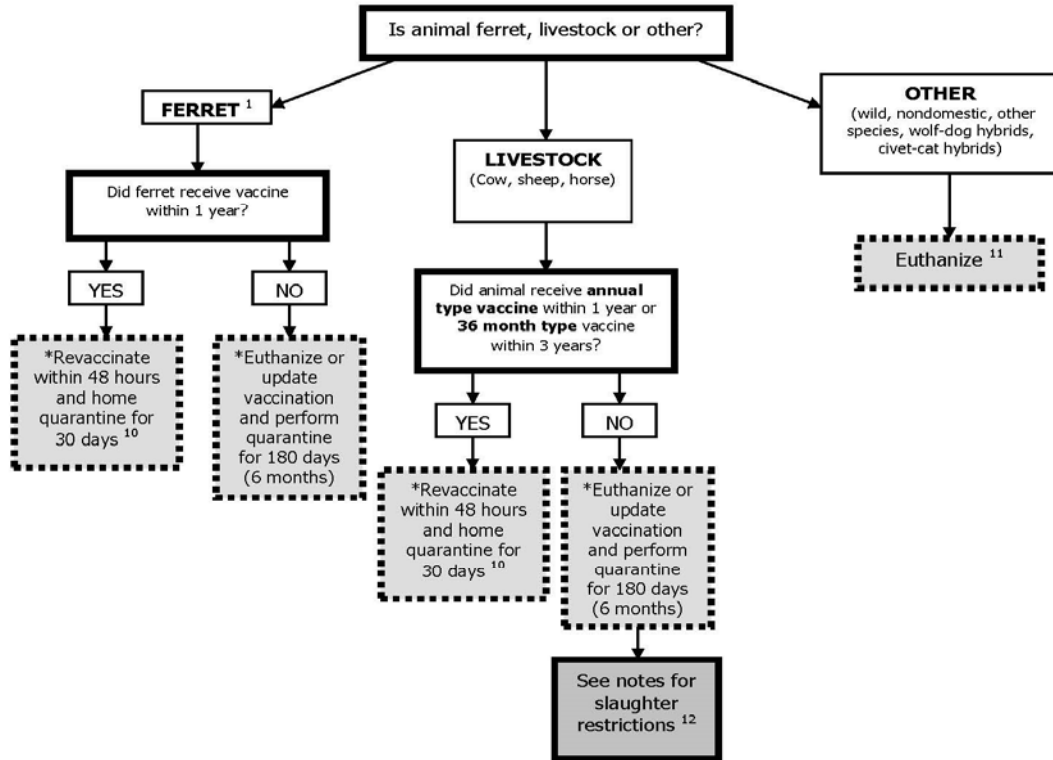


**QUARANTINE ALGORITHM FOR EXPOSED DOMESTIC MAMMALS - GENERAL**





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



**\*If animal displays signs of rabies – euthanize and test for rabies. The animal’s veterinarian or a shelter veterinarian should perform any vaccination.**

**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):**

<b>Measure</b>	<b>FY 2013-14 Actual</b>	<b>FY 2015-16 Projected</b>
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

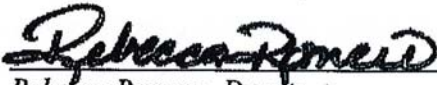
*Absent Supervisors:*

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 1<sup>st</sup> after a certificate of occupancy is issued for the new Animal Care Shelter facility, and on each subsequent July 1<sup>st</sup> 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

  
\_\_\_\_\_

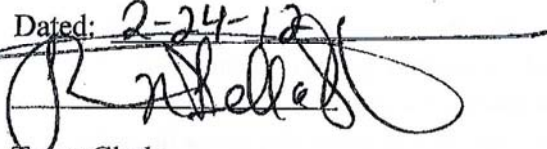


Dated: \_\_\_\_\_

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  
\_\_\_\_\_

*[Handwritten Signature]*  
\_\_\_\_\_

City Clerk

Dated: \_\_\_\_\_  
\_\_\_\_\_

City Clerk

Dated: \_\_\_\_\_  
\_\_\_\_\_

City Clerk

Dated: \_\_\_\_\_  
\_\_\_\_\_

Town Clerk

Dated: \_\_\_\_\_  
\_\_\_\_\_

City Clerk

TOWN OF ATHERTON  
\_\_\_\_\_

By:

CITY OF BELMONT  
\_\_\_\_\_

*[Handwritten Signature]*  
\_\_\_\_\_

By: *[Handwritten Signature]*  
City Manager

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:

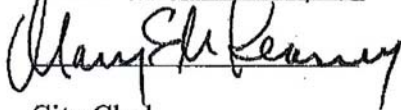
\_\_\_\_\_  
CITY OF BELMONT

\_\_\_\_\_  
By:

\_\_\_\_\_  
CITY OF BRISBANE

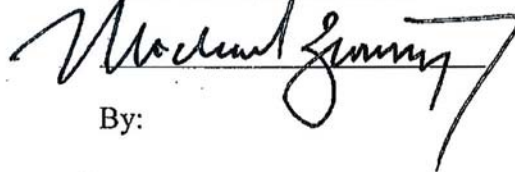
\_\_\_\_\_  
By:

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

CITY OF DALY CITY

Annette Hipona

Patricia J. Nattel  
By:

City Clerk

Dated: \_\_\_\_\_

CITY OF EAST PALO ALTO

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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 Clerk

CITY OF DALY CITY

\_\_\_\_\_

By:

Dated: \_\_\_\_\_

\_\_\_\_\_

City Clerk

CITY OF EAST PALO ALTO

\_\_\_\_\_

By:

Dated: 3.10.14

*Doris L. Palmer*

Doris L. Palmer  
City Clerk

CITY OF FOSTER CITY

*Charlie Bronitsky*

Charlie Bronitsky  
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:

\_\_\_\_\_  
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 O'Rourke*

*[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

\_\_\_\_\_

By:

Dated: \_\_\_\_\_

\_\_\_\_\_

City Clerk

CITY OF EAST PALO ALTO

\_\_\_\_\_

By:

Dated: \_\_\_\_\_

\_\_\_\_\_

City Clerk

CITY OF FOSTER CITY

\_\_\_\_\_

By:

Dated: \_\_\_\_\_

\_\_\_\_\_

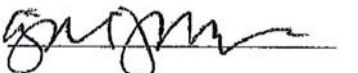
City Clerk

CITY OF HALF MOON BAY

\_\_\_\_\_

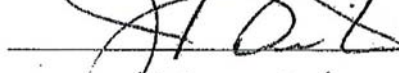
By:

Dated: 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

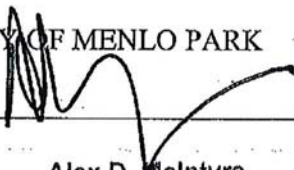
TOWN OF HILLSBOROUGH  
\_\_\_\_\_

By:

Dated: \_\_\_\_\_  
\_\_\_\_\_

City Clerk

CITY OF MENLO PARK  
\_\_\_\_\_

By:   
Alex D. McIntyre  
City Manager

Dated: \_\_\_\_\_  
\_\_\_\_\_

City Clerk

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:

Dated: 4/8/14  
\_\_\_\_\_

*Angela Lewis*

City Clerk

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: \_\_\_\_\_

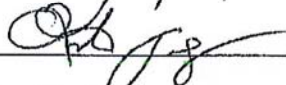
City Clerk

TOWN OF WOODSIDE

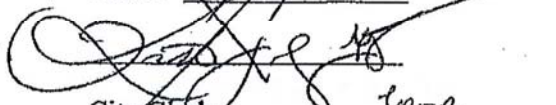
By:



Dated: 10/20/14

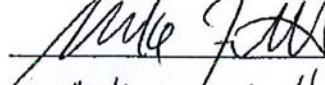
  
City Clerk

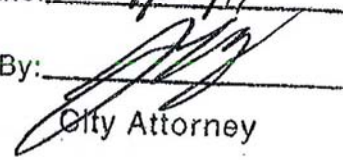
Dated: 10/15/14

  
City Clerk *lma*

Approved as to form

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

By:   
Mike Frickell  
City Manager

By:   
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,



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



AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
THE CITIES OF ATHERTON, BELMONT, BRISBANE, BURLINGAME, COLMA,  
DALY CITY, EAST PALO ALTO, FOSTER CITY, HALF MOON BAY,  
HILLSBOROUGH, MENLO PARK, MILLBRAE, PACIFICA, PORTOLA VALLEY,  
REDWOOD CITY, SAN BRUNO, SAN CARLOS, SAN MATEO, SOUTH SAN  
FRANCISCO, AND WOODSIDE FOR FACILITATION AND COORDINATION OF  
ANIMAL CONTROL SERVICES

THIS FACILITATION AND COORDINATION OF ANIMAL CONTROL SERVICES AGREEMENT, hereinafter called "Agreement", entered into this 2 day of June, 2015, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Atherton, Belmont, Brisbane, Burlingame, Colma, Daly City, East Palo Alto, Foster City, Half Moon Bay, Hillsborough, Menlo Park, Millbrae, Pacifica, Portola Valley, Redwood City, San Bruno, San Carlos, San Mateo, South San Francisco, and Woodside, each hereinafter individually called a "City" and collectively called the "Cities";

**WITNESSETH**

**WHEREAS**, the Cities have passed and are responsible for enforcing local ordinances governing the regulation, licensing and impounding of certain animals within the territorial limits of the Cities; and

**WHEREAS**, the Cities and County, hereinafter collectively called "Parties", wish to enter into a written agreement for animal care and control, shelter services, and animal licensing, in which the County agrees to facilitate provision of and the Cities agree to reimburse the County for the costs of specified animal care and control, shelter services, and animal licensing hereinafter set forth, as they have done for over 50 years with the current Agreement expiring on June 30, 2015; and

**WHEREAS**, in order to facilitate coordinated countywide system of animal care and control, shelter services, and animal licensing as desired by Cities, County is agreeable to facilitating the provision of such services on the terms and conditions as hereinafter set forth; and

**WHEREAS**, the Cities desire the County facilitate and coordinate animal control and licensing on a countywide basis on behalf of the Cities and County for a term of 5 years ending on June 30, 2020; and



**WHEREAS**, such agreements are authorized and provided for by Section 51300, et seq. of the California Government Code and under the Parties respective police powers.

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

**1. Exhibits and Attachments**

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

Exhibit A— Contract Areas

Exhibit B— Proportionate Share of Cost

Exhibit C – Animal Control Contractor Responsibilities

Exhibit D – Animal Licensing Contractor Responsibilities

Attachment 1 – Agreement between County of San Mateo and the Peninsula Humane Society & SPCA

**2. Definitions**

- 2.1 Administrative Costs: The actual costs, including, but not limited to, salaries, benefits, dispatch, equipment maintenance, incurred by the County to administer the Animal Control Program and Animal Licensing Program as outlined in this Agreement in an effort to facilitate a coordinated countywide system.
- 2.2 Animal Control Contractor: The contractor selected as set forth in Section 5.2 of this Agreement, which is specifically charged with regulating and enforcing laws dealing with animal care and control, shelter services and animal licensing within the territorial limits of the County and the Cities and pursuant to the terms of this Agreement.
- 2.3 Animal Control Program: The program within the Health System of the County, or County's designated contract agent, or both, or such other agency as the County of San Mateo Board of Supervisors may designate, which is specifically charged with regulating and enforcing laws dealing with animal control within the territorial limits of the County.
- 2.4 Animal Control Services Agreement or Services Agreement: Agreement in which the Animal Control Contractor agrees to perform on behalf of Parties and the County agrees to compensate, using County and City funds, the Animal Control Contractor for performance of certain specified animal care, animal control, and shelter services as provided for in this Agreement.

- 2.5 Animal Licensing Contractor: The contractor as set forth in Section 5.2 of this Agreement, which is specifically charged with regulating and enforcing laws dealing with animal licensing within the territorial limits of the County and the Cities and pursuant to the terms of this Agreement.
- 2.6 Animal Licensing Program: The program within the Health System of the County, or County's designated contract agent, or both, or such other agency as the County of San Mateo Board of Supervisors may designate, which is specifically charged with regulating and enforcing laws dealing with animal licensing within its jurisdiction.
- 2.7 Animal Licensing Services Agreement: Agreement in which the Animal Licensing Contractor agrees to perform on behalf of the Parties and the County agrees to compensate, with County and City funds, Animal Licensing Contractor for performance of certain specified animal licensing services as provided for in this Agreement.
- 2.8 City or Cities: Any or all of the cities listed in Exhibit A, attached and incorporated by reference herein.
- 2.9 Holidays: Federally designated holidays with the addition of Easter and exclusion of Columbus Day, in accordance with the Animal Control Contractor's and Animal Licensing Contractor's existing labor contracts.
- 2.10 Impounded Animal: An animal that has been picked up by Animal Control Contractor, other public employee or officer, or by a private citizen and deposited at the Animal Control Contractor's animal shelter.

**3. Each City's Responsibilities**

- 3.1 Delivery of Animals. Any animal taken into custody by an employee or officer of the County or an employee or officer of a City shall be delivered to the Animal Control Contractor at its animal shelter or held in a humane way at a designated holding area until it can be picked up by Animal Control Contractor.
- 3.2 Uniform Ordinances and Citation Authority. This Agreement is based on an expectation that each City's animal control ordinance(s) shall be substantially the same as the provisions of Chapters 6.04, 6.12, and 6.16 of Title 6 of the San Mateo County Ordinance Code, as amended, to be effective within each City's territorial limits. The fee schedule adopted by each City shall be the same as outlined in Chapter 6.04.290 of the San Mateo County Ordinance Code, hereinafter "County Ordinance".

Enforcement of provisions of each City's ordinance that differs

substantially from the County Ordinance and results in an increase to Animal Control Contractor's costs shall be reimbursed directly by the City requiring additional services, as negotiated between the City requiring additional services and the Animal Control Contractor. Provision of services under the Animal Control Services Agreement shall take priority over such additional services provided separately pursuant to this Section.

- 3.3 **Designation of Animal Control & License Revenue Collector.** Each City hereby designates the Health System of the County, or County's designated contractor as the entity authorized to collect, at Cities' cost, animal control and licensing revenue on the part of each City.
- 3.4 **Permits for Public Events.** Each City shall request input from the Animal Control Contractor prior to issuing permits for public exhibitions and events which include animals. The Animal Control Contractor is entitled to recover costs directly from the City in which exhibition or event will be located which relate to staffing that may result during or after the exhibition or event. Such costs will be collected by the Animal Control Contractor based on a fee schedule approved by the City in which the event is taking place, or as agreed between the Animal Control Contractor and the individual City. Any agreement with the Animal Control Contractor will require expeditious review of permits and input to the City. The provisions of this paragraph do not apply to public exhibitions and events where the only animals included in such events are anticipated to be service animals or police dogs.
- 3.5 **City Liaison.** Each City shall designate a representative to act as a liaison for animal control and licensing administration or enforcement issues for when County requests input from the City. If no contact person is designated, the City contact person shall be the City Manager.
- 3.6 **Defense of Dangerous/Vicious Animal Determinations, Spay/Neuter Requirements, and Service Animal Designations.**

Parties acknowledge that each City is and will remain solely responsible for arranging and conducting hearings under its Dangerous and Vicious Animal, Spay/Neuter, and Fancier Ordinances, including but not limited to providing hearing officers and a location for the hearings. The cost to hold the hearing will be the sole responsibility of each City and collection of the hearing fee, based on the City's fee ordinance, will be collected and retained by the City.

However, the Parties agree that, at a City's option and for its convenience, a City may utilize County offices and/or the services of the County hearing officers for purposes of conducting Dangerous/Vicious Animal Hearings under the provisions of each City's Dangerous and

Vicious Animal Ordinance, Spay/Neuter Hearings under the provision of each City's Spay/Neuter Ordinance, and/or Fancier Hearings under the provision of each City's Fancier Ordinance. The hearing fee, based on the City's fee ordinance, will be collected from the person requesting the hearing by the County under the terms of this Agreement, if possible. If such fee is not collected, the City shall remain responsible for such costs.

The Parties also recognize that in the event a City elects to utilize the services of a County hearing officer, the City remains solely responsible for the defense of any appeal of an administrative decision rendered by the hearing officer. Further, the City remains responsible for any claims, damages, costs or other losses resulting from any decision, act or omission of the hearing officer acting in the course and scope of his or her capacity as hearing officer or from any court judgment based on claims, actions or appeals resulting from Dangerous/Vicious Animal hearings, decisions or findings; Spay/Neuter requirements, hearings, decisions or findings; and/or Fancier requirements, hearings, decisions or findings made under each City's ordinances.

Furthermore, the Parties agree that, at a City's option and for its convenience, County offices will issue Service Animal tags and Breeder/Fancier Permits on behalf of each City upon County's determination that such tag or permit shall be issued on behalf of the City. Each City shall remain responsible for the decision to issue or not issue a Service Animal tag and/or issue or not issue a Breeder or Fancier Permit and shall remain responsible the defense of any action or claim and payment of any claims, damages, costs, or other losses resulting from such decision.

- 3.7 Each City agrees to meet annually with County to develop performance measures that are valid, reliable, and supported by accessible data to be used to evaluate the level and quality of services provided by Animal Control Contractor and Animal Licensing Contractor.
- 3.8 In consideration of the services, that will be coordinated and facilitated by County and provided by the Animal Control Contractor and Animal Licensing Contractor in accordance with all terms, conditions, and specifications set forth herein, each City shall pay County based on the rates and in the manner specified below.

**Proportionate Share of Costs.** Each City's proportionate share of the cost of services ("Proportionate Share of Costs") provided under this Agreement shall be calculated as a percentage representing:

- a. That City's percentage of total field services provided, averaged over the prior three calendar years;

- b. That City's percentage of total shelter services provided, averaged over the prior three calendar years;
- c. With field services weighted at 41% and shelter services weighted at 59%.

**Net Program Costs.** Each City shall pay the net program costs attributable to that City ("Net Program Costs") which will be calculated as follows:

- a. Determine total expenses for all services including Administrative Costs as defined in Section 2 of this Agreement and Animal Control Contractor and Animal Licensing Contractor costs;
- b. Subtract all revenue received, not including licensing revenue;
- c. Attribute the balance to each City based on that City's Proportionate Share of Costs.
- d. Subtract from each City's share of the balance the actual licensing revenue collected for that City during the previous calendar year.

**Annual Invoices.** Each City will be invoiced for its Net Program Costs as follows:

- a. The County will calculate each City's Proportionate Share of Costs, estimate Net Program Costs for the following fiscal year (July 1 – June 30), and will send an estimated invoice containing that information to each City no later than March 31<sup>st</sup> of each year;
- b. The County will send a final invoice ("Final Invoice") based on **actual** Net Program Cost to each City no later than November 15<sup>th</sup> of each year; and
- c. Each City shall pay the County the amount shown on the Final Invoice no later than December 31<sup>st</sup> of each year.

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

#### **4. County Responsibilities**

4.1 Payments to be paid to Animal Control Contractor and Animal Licensing Contractor by the County and each City are as follows:

- a. The County will pay Animal Control Contractor the following agreed-to amounts. These costs are to be reimbursed by the Cities as provided in Section 3.8 above.

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

- 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.

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

- 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

- 4.3 In consideration of the payment provided for in Section 3.8, the County shall, for the administrative convenience of the Cities and for the purpose of coordinating animal services countywide, provide the additional following administrative services:

- a. Work with the City Attorney or City Manager of each City on any issues that require input from the City, including, but not limited to,

during and following the administrative hearing process.

- b. Collect, maintain, and report available data as requested by each City, including, but not limited to, annual Performance Measures.
- c. If requested, the Parties' representatives will meet annually to develop performance measures that are valid, reliable, and supported by accessible data to be used to evaluate the level and quality of service provided by the Animal Control Contractor and Animal Licensing Contractor.
- d. With direction from each City, respond on behalf of each City to public inquiries regarding the Animal Control Program and the Animal Licensing Program.
- e. Provide monthly report showing field, shelter, licensing activities, and Dangerous Animal Permit holders as feasible.
- f. Provide dispatch services for after-hours/holiday calls for animal control and licensing.
- g. Provide radio maintenance services on radio equipment owned by the Parties and used to perform services as outlined in Exhibit C.
- h. For the convenience of the Cities, provide animal licensing tags for dogs, cats, animals held under a Dangerous Permit, and animals designated as Service Animals.
- i. For the convenience of the Cities, make reasonable attempts to collect and provide collection services for:
  1. Animal control fees that are deemed uncollectable by the Animal Control Contractor after reasonable efforts by the Contractor to collect; and
  2. Licensing fees that are deemed uncollectable by the Animal Licensing Contractor after reasonable efforts by the Contractor to collect; and
  3. Any other fees for services provided to each City under the terms of this Agreement.

The County's cost to provide collection services will be included in the administrative cost to facilitate this Agreement. The Cities acknowledge and agree that the County is not responsible for any fees that remain uncollected after reasonable efforts are made to collect. In the event that a City determines that additional collection efforts are warranted, it may undertake such efforts at its own expense. Any shortfall in revenues caused by uncollected fees shall

be the responsibility of all Cities based on the proportionate share of costs.

- j. Annually provide each City with the audit report required and completed as outlined in Exhibit C.
- k. At the end of the second year of this Agreement, arrange and oversee a performance audit following the, Generally Accepted Government Auditing Standards (GAGAS) to assess whether the Animal Control Contractor is achieving efficiency and effectiveness in performance of the services provided and provide a copy of the performance audit to the Cities. The parameters of the audit and cost will be determined by a subgroup of all Parties through a County Request for Proposal process. Cities will be invoiced for the actual cost of said audit as outlined in Section 3.8.
- l. Spay/Neuter Assistance Vouchers
  - 1. Allocate one dollar from each annual license fee paid for a dog or cat to:
    - i. When funds are available as determined by the County, assist pet owners and feral cat advocates with the cost to alter the dogs, cats, and feral cats that reside in the County on a county wide basis; and
    - ii. As funds are available as determined by the County, execute outreach efforts to educate residents on the responsibilities of owning a pet and the importance of altering, vaccinating, and licensing all dogs and cats.
  - 2. Oversee a committee known as the Spay/Neuter Assistance Advisory Committee comprised of volunteers and city representatives. This Committee will convene quarterly to discuss spay/neuter voucher activities and outreach efforts focused on pet overpopulation. It will also be used as a forum for each City and the public to ask questions and share concerns regarding spay/neuter assistance. Meetings will be arranged and scheduled by County staff.
  - 3. Issue, monitor and maintain a dog, cat, and feral cat database, allocating funds to the appropriate category of need based on the public's requests.
- m. Pursuant to Section 3.6 of this Agreement, under the guidelines of the US Department of Justice and the Americans With Disabilities Act's definition of "Service Animal," for the administrative convenience of each City, and acting as a representative of each City, issue Service Animal tags on behalf of each City upon determination by the County on behalf of the City that such tag shall be issued.



- n. If each City's ordinance so authorizes and the City so requests, review and process each City residents' requests and maintain files for Breeders and Fanciers Permits.
- o. Dangerous Animal Designations
  - 1. Issue Dangerous Animal tags when an animal has been so designated by a peace officer employed by any City or County or the Animal Control Contractor as such; and
  - 2. The County will invoice annually and make reasonable efforts to collect applicable fees for Dangerous Animal Permit holders; and
  - 3. Monitor data received from Animal Control Contractor; and
  - 4. Send monthly updated reports to each City's representative.
- p. Pursuant to Section 3.6, for the administrative convenience of each City, and acting as a representative of each City, conduct administrative hearings for Dangerous and Vicious Animal designations under the guidelines of the applicable City's ordinance.
- q. Pursuant to Section 3.6, for the administrative convenience of each City and acting as a representative of each City, conduct mandatory spay/neuter and/or fancier permit administrative hearings under the guidelines of the applicable City's ordinance, if any.
- r. Provide in-person customer service at a minimum of two County locations that are open during normal business hours to enable residents the ability to obtain animal licenses and/or permits for all dogs and cats.
- s. Work with San Mateo County veterinarians to ensure anti-rabies vaccination reporting as required by the County.
- t. Receive, import, and export licensing and vaccination information from the Animal Licensing Contractor into the Animal Control Contractor database and vice versa on a weekly basis.
- u. Under the guidance of the County's Health Officer, review and process requests from pet owners to exempt their pet from the requirement to obtain a anti-rabies vaccination as required by State law or County ordinance and report annually to the Department of Public Health.
- v. Attend the Animal Control Contractor's monthly vaccination clinic in an on-going effort to educate pet owners on the importance of vaccinating and licensing dogs and cats that reside in the County and the Cities.

- w. Provide decapitation training and materials to Animal Control Contractor's staff.
- x. Invoice animal owners pursuant to the County Fee Schedule 6.04.290, and similar City fee schedules, following a bite incident that requires a quarantine of said animal.

**5. General Provisions**

5.1 **Existing Agreements.** Upon execution of this Agreement, any prior existing agreements between the Cities and the County to facilitate and coordinate Animal Control and Animal Licensing Services will be terminated.

5.2 **Contracting for Services.** It is expressly understood and agreed that the County will contract with the Peninsula Humane Society & SPCA, a California nonprofit public benefit corporation (Animal Control Contractor), or such other contractor as the Board of Supervisors and Cities may designate, for the provision of Animal Control Services including field enforcement, shelter and treatment services referred to herein. Additionally, it is expressly understood and agreed that the County will contract with PetData, Inc. or such other contractor (Animal Licensing Contractor) as the Board of Supervisors and Cities may designate, for the provision of Animal Licensing Services.

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

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

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

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

5.3 **Lease.**

- a. To enable the Animal Control Contractor to perform the services contemplated by this Agreement for the entire term, each City understands that the existing Animal Control Contractor's leasehold of the animal care shelter located at 12 Airport Boulevard in San Mateo, California, is subject to the County and Animal Control Contractor's lease agreement and that the current lease shall extend at the rental rate of one dollar (\$1.00) per annum, but only so long as the Animal Control Contractor's Services Agreement remains in full force and effect. Notwithstanding the above, when the County's proposed new shelter facility is ready to accommodate all services required to be provided by the Animal Control Contractor under the Services Agreement that are now provided in the existing facility, the lease will terminate. At such time, County will provide the Animal Control Contractor with 90 days written notice to, and the Animal Control Contractor shall within that 90 days, vacate the existing facility unless both parties agree to an extension.
- b. Once construction begins on the new animal care shelter to be located at 12 Airport Boulevard in San Mateo, California, presently anticipated to be during the summer of 2015, each City may participate on an Animal Care Shelter Advisory Committee. This Committee will convene at key junctures during the construction process to discuss the progress. It will also be used as a venue for each City to ask questions and share concerns. Meetings will be arranged and scheduled by County staff.

5.4 **Facilities & Equipment.**

- a. If the County chooses, at its own discretion, to replace equipment, at reasonable expense, but not to exceed \$125,000, that is used by the Animal Control Contractor and/or the Animal Licensing Contractor solely for the purpose of providing services under this Agreement, Cities agree that they will be financially responsible for the purchase cost of said equipment based on their Proportionate Share of Cost as set forth in Exhibit B.

In the event that any party asserts that an emergency safety-related repair is needed to the portions of the Peninsula Humane Society & SPCA facility located at 12 Airport Boulevard in the City of San Mateo that are used to provide contracted animal control services and/or the County chooses to replace equipment, at its own discretion, and the cost of said equipment exceeds \$125,000, the Parties agree to meet in good faith to determine and agree

which maintenance or repairs are required, whether or not such repair work shall be undertaken, or if said equipment should be replaced.

If the Parties terminate this Agreement or the Parties do not renew this Agreement, all Parties agree to be financially responsible in their Proportionate Share of Cost as set forth in Exhibit B for the remaining cost of any lease for vehicles or equipment used by the County's designated contractor solely for the purpose of providing services under this Agreement.

- b. Parties acknowledge that the County has prepared a Maintenance & Repair survey "Survey" of conditions and deferred maintenance and repairs of the portion of the PHS/SPCA facilities used for contracted animal control services, located at 12 Airport Boulevard in the City of San Mateo, which document is included in Attachment 1.

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

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

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

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

- c. If Parties choose to terminate for reasons other than material

breach of the Animal Control Contractor's Services Agreement or Parties choose not to renew the Animal Control Contractor's Services Agreement, County and Cities shall be financially responsible for the remaining cost of any lease for vehicles or equipment used by the Animal Control Contractor solely for the purpose of the Animal Control Contractor's Services Agreement.

- 5.5 **Fiscal and Program Monitoring.** Each City agrees to participate annually with County to discuss financial or programmatic issues including, but not limited to, licensing activities, revenue sources, performance measures, and ordinance revisions. The County or any City may request a special meeting for this purpose and upon the provision of reasonable notice.

Any changes in the amount to be paid to the Animal Control Contractor or the Animal Licensing Contractor shall require the Board of Supervisors and the affected City's approval.

- 5.6 **Use of Program Revenue.** Each City agrees that all fees collected by the County and/or the Animal Control Contractor and the Animal Licensing Contractor, or both, for the purposes outlined in this Agreement shall be retained by the County and used to cover the cost of services provided under this Agreement, except for services provided directly by or for a City and where fees are collected by said City for services provided as described in Section 3.4 and 3.6 of this Agreement.

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

- a. The Animal Control Contractor may retain half (50%) of all unspent animal control contract funds with the written approval of the County and exercise full authority over the use of its share, if the County determines that the savings by Animal Control Contractor have not impacted the quality of services detailed in this Agreement.
- b. County's determination under Section 5.6(a) shall follow within 90 days subsequent to County review of a mutually acceptable Audit Report, defined in Exhibit C of this Agreement.
- c. The Animal Control Contractor has agreed not to use these savings to provide services which will add on-going costs to services covered by this Agreement without written County approval.
- d. This Section 5.6 shall not apply to cost savings resulting from decreased levels of service due to changes in each City, County

or State law.

- 5.7 **Maintenance of Records.** Records of animals impounded including the description of each animal, date of receipt, date and manner of disposal, treatment received, the name of the person redeeming or adopting the animal, and the fees, charges and proceeds of adoption shall be maintained by the County, through the Animal Control Contractor, and made available to the Cities. In addition, statistical information shall be provided on a monthly basis to the Cities summarizing various field enforcement activities occurring in each City and shelter activities initiated by residents of each City.
- 5.8 **Term and Termination.** Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2015 through June 30, 2020.

Except as otherwise provided by this section, this Agreement may not be terminated by any party during the effective period from July 1, 2015 through June 30, 2020. Each City is responsible for its annual percentage share under this Agreement for the entire term of this Agreement.

In the event any City fails to pay its percentage share as set forth in this Agreement and Exhibit B, every other City shall promptly pay its Proportionate Share of Cost of the non-payment, unless and until the County is able to recover the non-payment from the late or non-paying City.

This Agreement shall automatically terminate in the event of termination of the Animal Control Services Agreement. Upon termination, the County shall have no further obligation to provide, facilitate or coordinate services specified herein or in the Animal Control Services Agreement or Animal Licensing Services Agreement. Each City shall promptly pay its Proportionate Share of Cost as set forth in Exhibit B for all services rendered prior to termination.

- 5.9 **Amendments: Entire Agreement.** Amendments to this Agreement must be in writing and approved by the County Board of Supervisors and the governing body of each City. This is the entire Agreement between the Parties and supersedes any prior written or oral agreements inconsistent herewith.

This Agreement, including the Exhibits which are incorporated herein by this reference, constitutes the entire Agreement of the Parties to this Agreement regarding the subject matter of this Agreement, and correctly states the rights, duties, and obligations of each party as of the Effective

Date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit to this Agreement, the provisions of the body of this Agreement shall prevail. Any prior agreement, promises, negotiations, or representations, whether oral or written, between the parties not expressly stated in this Agreement are superseded. All subsequent modifications or amendments to this Agreement shall be in writing and signed by the Parties.

- 5.10 **Controlling Law and Venue.** The validity of this Agreement and of its terms or provisions, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.
- 5.11 **Additional Services.** Nothing contained herein shall preclude any City from contracting separately for the provision of a higher level of service. Any contract increasing the level of services will be supplemental to this Agreement and will not affect the level of service provided for in this Agreement.
- 5.12 **Relationship of Parties.** The Parties agree and understand that the work/services performed or facilitated under this Agreement are performed or facilitated by an independent Contractor, and not by an employee of any City and that neither the County, its employees, the Animal Control Contractor, or the Animal Licensing Contractor acquire any of the rights, privileges, powers, or advantages of City employees, and vice versa; however, the County may act as an agent on behalf of each City where expressly set forth herein and, in such instances, each City shall hold harmless, indemnify and defend the County from and against any claims of any kind and/or actions for damages arising out of the County's actions undertaken on behalf of each City as set forth herein.
- 5.13 **Hold Harmless.**
- a. Each City shall hold harmless, indemnify and defend the County, its officers, employees and agents from and against any and all claims, suits or actions of every kind brought for or on account of injuries or death of any person or damage to any property of any kind whatsoever and whomsoever belonging which arise out of the performance or nonperformance of each City's covenants and

obligations under this Agreement and which result from the negligent or wrongful acts of each City or its officers, employees, or agents, including, but not limited to, those claims, suits, or actions arising from activities performed by the County as a representative of the City as set forth in Sections 3.6 and 4.2.

- b. The County shall hold harmless, indemnify and defend each City, its officers, employees and agents from and against any and all claims, suits or actions of any kind brought for or on account of injuries to or death of any person or damage to any property of any kind and to whomsoever belonging which arise out of the performance or non-performance of the County's obligations under this Agreement and which result from the negligent or wrongful acts of the County, its officers or employees. This provision requiring the County to hold harmless, indemnify and defend each City shall expressly not apply to claims, losses, liabilities or damages arising from actions or omissions, negligent or otherwise, of the Animal Control Contractor or the Animal Licensing Contractor, or their officers, employees or agents, under the services agreements with the County. Further, this provision requiring the County to hold harmless, indemnify and defend each City shall not apply to acts or omissions of the County done on behalf of each City in performing administrative tasks for the convenience of each City as set forth in Sections 3.6 and 4.2.
- c. In the event of concurrent negligence of the County, its officer or employees, and the City, its officers and employees, the liability for any and all claims for injuries or damages to persons and/or property or any other loss or costs which arise out of the terms, conditions, covenants or responsibilities of this agreement shall be apportioned according to the California theory of comparative negligence.
- d. Finally, Parties acknowledge that with respect to activities performed by the Animal Control Contractor or the Animal Licensing Contractor in the Cities' territorial limits, the County serves solely as a Contract Administrator and solely with respect to the specific obligations contained within this Agreement and the agreements between the County and the Animal Control Contractor and the Animal Licensing Contractor. Accordingly, in the event the County or the Cities are sued and the suit is related in any manner to actions taken by the Animal Control Contractor or the Animal Licensing Contractor solely in a particular City or the Cities, the particular City or Cities, as the case may be, will hold harmless, indemnify and defend the County, and any other City that is named as a defendant in that suit from and against any and



all claims, losses or costs. In the event a City or the Cities are sued and the suit relates in any manner to actions taken by the Animal Control Contractor or the Animal Licensing Contractor solely in the unincorporated area of the County, the County will hold harmless, indemnify and defend the City or Cities named as a defendant or defendants in that suit from and against any and all claims, losses or costs.

- e. The County agrees that in its Service Agreements with the Animal Control Contractor, the County will require the Animal Control Contractor to indemnify each City to the same extent that the County is indemnified and to name each City as a third party beneficiary to the County's Agreements with the Animal Control Contractor and/or the Animal Licensing Contractor.
  - f. This indemnification and hold harmless clause shall survive termination of this Agreement and shall apply whether or not any insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
- 5.14 **Non-Discrimination.** No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this Agreement on account of their race, color, religion, national origin, age, sex, sexual orientation, ancestry, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status.
- 5.15 **Notices.** Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

Any notices required by or given pursuant to this Agreement to any City shall be in writing and shall be delivered to the Clerk of that City at the address of the principal business offices of the respective City listed in the introduction of this Agreement or at such other address as any City may specify in writing to the County.

In the case of County, to:

Name/Title: Jean Fraser, Chief of the Health System  
Address: 225-37<sup>th</sup> Avenue San Mateo, CA 94403  
Telephone: 650.573.2912

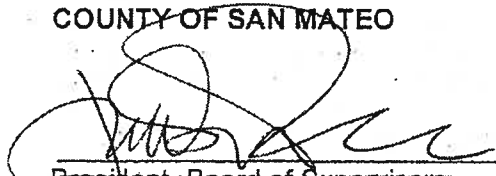
Facsimile: 650.573.2788  
Email: [JFraser@smcgov.org](mailto:JFraser@smcgov.org)

- 5.16 **Condition Precedent.** If this Agreement is not adopted by all twenty Cities, it will become null and void in its entirety except that in such an event, the County and any of the cities which are in agreement with the terms and conditions of this Agreement may use it as the grounds for considering an Agreement which may be acceptable to those parties.
- 5.17 **Electronic Signature.** All Parties agree that this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law and the County's Electronic Signature Administrative Memo and the Parties understand and agree that electronic signatures shall be deemed as effective as an original signature.
- 5.18 **Counterparts.** The Parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

**IN WITNESS WHEREOF**, the Board of Supervisors of the County of San Mateo has authorized and directed the Health System Chief to execute this Agreement for and on behalf of the County of San Mateo. The Cities of Atherton, Belmont, Brisbane, Burlingame, Colma, Daly City, East Palo Alto, Foster City, Half Moon Bay, Hillsborough, Menlo Park, Millbrae, Pacifica, Portola Valley, Redwood City, San Bruno, San Carlos, San Mateo, South San Francisco, and Woodside have caused this Agreement to be subscribed by its duly authorized officer and attested by its Clerk.

Dated: 6/29/15

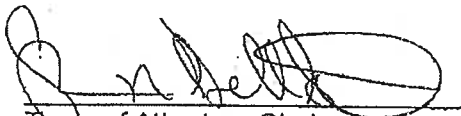
COUNTY OF SAN MATEO

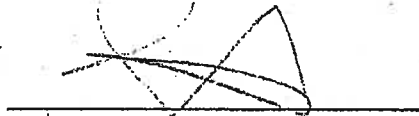
  
\_\_\_\_\_  
President, Board of Supervisors  
Chief, Health System

Dated: April 20, 2015

ATTEST:

TOWN OF ATHERTON

  
\_\_\_\_\_  
Town of Atherton, Clerk

  
\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

[Signature]  
City of Belmont, Clerk

CITY OF BELMONT

By [Signature]

Dated: 2/26/15

ATTEST:

\_\_\_\_\_  
City of Brisbane, Clerk

CITY OF BRISBANE

By \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City of Burlingame, Clerk

CITY OF BURLINGAME

By \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Town of Colma, Clerk

TOWN OF COLMA

By \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City of Daly City, Clerk

CITY OF DALY CITY

By \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

CITY OF BELMONT

\_\_\_\_\_  
City of Belmont, Clerk

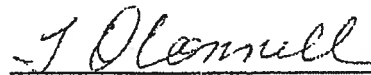
By \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

CITY OF BRISBANE

  
\_\_\_\_\_  
City of Brisbane, Clerk

  
\_\_\_\_\_  
By Terry O'Connell, Mayor

Dated: 4/2/15

ATTEST:

CITY OF BURLINGAME

\_\_\_\_\_  
City of Burlingame, Clerk

By \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

TOWN OF COLMA

\_\_\_\_\_  
Town of Colma, Clerk

By \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

CITY OF DALY CITY

\_\_\_\_\_  
City of Daly City, Clerk

By \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

CITY OF BELMONT

\_\_\_\_\_  
City of Belmont, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

CITY OF BRISBANE

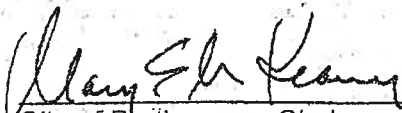
\_\_\_\_\_  
City of Brisbane, Clerk

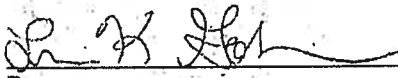
\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

CITY OF BURLINGAME

  
\_\_\_\_\_  
City of Burlingame, Clerk

  
\_\_\_\_\_  
By

Dated: 4-6-2015

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 BELMONT

\_\_\_\_\_  
City of Belmont, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

CITY OF BRISBANE

\_\_\_\_\_  
City of Brisbane, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

CITY OF BURLINGAME

\_\_\_\_\_  
City of Burlingame, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

TOWN OF COLMA

*Heather*  
Town of Colma, Clerk

*Jeanne F. del Braccio*  
By

Dated: 4/1/15

ATTEST:

CITY OF DALY CITY

\_\_\_\_\_  
City of Daly City, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

CITY OF BELMONT

\_\_\_\_\_  
City of Belmont, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

CITY OF BRISBANE

\_\_\_\_\_  
City of Brisbane, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

CITY OF BURLINGAME

\_\_\_\_\_  
City of Burlingame, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

TOWN OF COLMA

\_\_\_\_\_  
Town of Colma, Clerk


\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

CITY OF DALY CITY

  
\_\_\_\_\_  
City of Daly City, Clerk

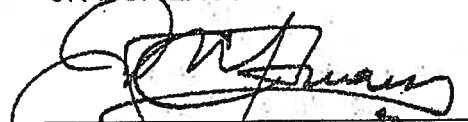
  
\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

  
\_\_\_\_\_  
City of East Palo Alto, Clerk

CITY OF EAST PALO ALTO

  
\_\_\_\_\_  
By *City Manager*

Dated: 3/27/2015

ATTEST:

\_\_\_\_\_  
City of Foster City, Clerk

CITY OF FOSTER CITY

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City of Half Moon Bay, Clerk

CITY OF HALF MOON BAY

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Town of Hillsborough, Clerk

TOWN OF HILLSBOROUGH

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City of Menlo Park, Clerk

CITY OF MENLO PARK

\_\_\_\_\_  
By



Dated: \_\_\_\_\_

ATTEST:

CITY OF EAST PALO ALTO

\_\_\_\_\_  
City of East Palo Alto, Clerk

\_\_\_\_\_  
By

Dated: 4/10/15

ATTEST:

CITY OF FOSTER CITY

*Clara Palmer*  
City of Foster City, Clerk

*Robert Rice*  
By

Dated: \_\_\_\_\_

ATTEST:

CITY OF HALF MOON BAY

\_\_\_\_\_  
City of Half Moon Bay, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

TOWN OF HILLSBOROUGH

\_\_\_\_\_  
Town of Hillisborough, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

CITY OF MENLO PARK

\_\_\_\_\_  
City of Menlo Park, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

CITY OF EAST PALO ALTO

\_\_\_\_\_  
City of East Palo Alto, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

CITY OF FOSTER CITY

\_\_\_\_\_  
City of Foster City, Clerk

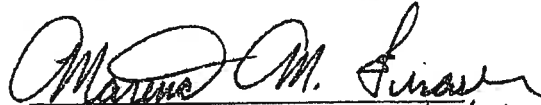
\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

CITY OF HALF MOON BAY

  
\_\_\_\_\_  
City of Half Moon Bay, Clerk

  
\_\_\_\_\_  
By 4/17/15

Dated: 04-17-15

ATTEST:

TOWN OF HILLSBOROUGH

\_\_\_\_\_  
Town of Hillsborough, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

CITY OF MENLO PARK

\_\_\_\_\_  
City of Menlo Park, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

CITY OF EAST PALO ALTO

\_\_\_\_\_  
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

\_\_\_\_\_  
City of Half Moon Bay, Clerk

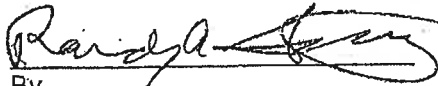
\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

TOWN OF HILLSBOROUGH

  
\_\_\_\_\_  
Town of Hillsborough, Clerk

  
\_\_\_\_\_  
By

Dated: 3/11/15

ATTEST:

CITY OF MENLO PARK

\_\_\_\_\_  
City of Menlo Park, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

CITY OF EAST PALO ALTO

\_\_\_\_\_  
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

\_\_\_\_\_  
City of Half Moon Bay, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

TOWN OF HILLSBOROUGH

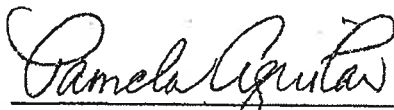
\_\_\_\_\_  
Town of Hillsborough, Clerk

\_\_\_\_\_  
By

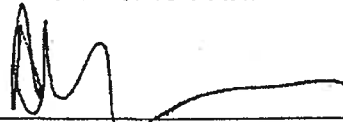
Dated: \_\_\_\_\_

ATTEST:

CITY OF MENLO PARK



\_\_\_\_\_  
City of Menlo Park, Clerk PAMELA AGUILAR



\_\_\_\_\_  
ALEX D. MCINTYRE, CITY MANAGER

Dated: \_\_\_\_\_

ATTEST:

CITY OF MILLBRAE

Angela Prouis  
City of Millbrae, Clerk

W. Raines  
By \_\_\_\_\_

Dated: April 15, 2015

ATTEST:

CITY OF PACIFICA

\_\_\_\_\_  
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

\_\_\_\_\_  
City of San Bruno, Clerk

\_\_\_\_\_  
By \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

CITY OF MILLBRAE

\_\_\_\_\_  
City of Millbrae, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

CITY OF PACIFICA

*Kathy O'Connell*  
\_\_\_\_\_  
City of Pacifica, Clerk

*Jade Infow*  
\_\_\_\_\_  
By

Dated: 3-17-15

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 San Bruno, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

CITY OF MILLBRAE

\_\_\_\_\_  
City of Millbrae, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

CITY OF PACIFICA

\_\_\_\_\_  
City of Pacifica, Clerk

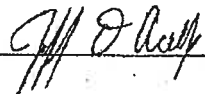
\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

TOWN OF PORTOLA VALLEY

  
\_\_\_\_\_  
Town of Portola Valley, Clerk

  
\_\_\_\_\_  
By

Dated: April 8, 2015

ATTEST:

CITY OF REDWOOD CITY

\_\_\_\_\_  
City of Redwood City, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

CITY OF SAN BRUNO

\_\_\_\_\_  
City of San Bruno, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

CITY OF MILLBRAE

\_\_\_\_\_  
City of Millbrae, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

CITY OF PACIFICA

\_\_\_\_\_  
City of Pacifica, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

TOWN OF PORTOLA VALLEY

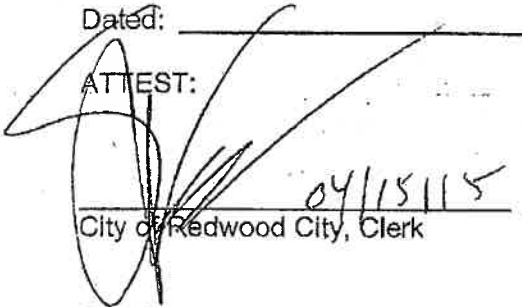
\_\_\_\_\_  
Town of Portola Valley, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

CITY OF REDWOOD CITY

  
04/15/15  
\_\_\_\_\_  
City of Redwood City, Clerk

  
\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

CITY OF SAN BRUNO

\_\_\_\_\_  
City of San Bruno, Clerk

\_\_\_\_\_  
By



Dated: \_\_\_\_\_

ATTEST:

CITY OF MILLBRAE

\_\_\_\_\_  
City of Millbrae, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

CITY OF PACIFICA

\_\_\_\_\_  
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

APPROVED AS TO FORM:

*Bonnie Brown*  
\_\_\_\_\_  
City of San Bruno, Clerk

*Constance C. Jackson*  
\_\_\_\_\_  
By Constance C. Jackson  
City Manager


*Marie J. Kelly*  
\_\_\_\_\_  
CITY CLERK

Dated: 3-26-15

ATTEST:

CITY OF SAN CARLOS

  
\_\_\_\_\_  
City of San Carlos, Clerk

  
\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

CITY OF SAN MATEO

\_\_\_\_\_  
City of San Mateo, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

CITY OF SOUTH SAN FRANCISCO

\_\_\_\_\_  
City of South San Francisco, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

TOWN OF WOODSIDE

\_\_\_\_\_  
Town of Woodside, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

CITY OF SAN CARLOS

\_\_\_\_\_  
City of San Carlos, Clerk

\_\_\_\_\_  
By

Dated: April 15, 2015

ATTEST:

CITY OF SAN MATEO



Rafael M. Oels  
City of San Mateo, Clerk

[Signature]  
By

Dated: \_\_\_\_\_

ATTEST:

CITY OF SOUTH SAN FRANCISCO

\_\_\_\_\_  
City of South San Francisco, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

TOWN OF WOODSIDE

\_\_\_\_\_  
Town of Woodside, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

CITY OF SAN MATEO

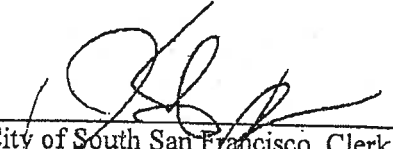
\_\_\_\_\_  
City of San Mateo, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

CITY OF SOUTH SAN FRANCISCO

  
\_\_\_\_\_  
City of South San Francisco, Clerk

  
\_\_\_\_\_  
By

Dated: 4/22/15

ATTEST:

TOWN OF WOODSIDE

\_\_\_\_\_  
Town of Woodside, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

CITY OF SAN CARLOS

\_\_\_\_\_  
City of San Carlos, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

CITY OF SAN MATEO

\_\_\_\_\_  
City of San Mateo, Clerk

\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

CITY OF SOUTH SAN FRANCISCO

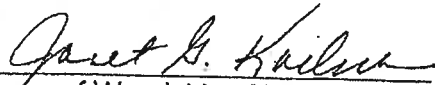
\_\_\_\_\_  
City of South San Francisco, Clerk

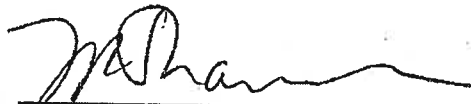
\_\_\_\_\_  
By

Dated: \_\_\_\_\_

ATTEST:

TOWN OF WOODSIDE

  
\_\_\_\_\_  
Town of Woodside, Clerk

  
\_\_\_\_\_  
By Thomas P. Shanahan, Mayor

**EXHIBIT A**

**CONTRACT AREAS**

The following Cities have contracted for services pursuant to this Agreement:

Atherton  
Belmont  
Brisbane  
Burlingame  
Colma  
Daly City  
East Palo Alto  
Foster City  
Half Moon Bay  
Hillsborough  
Menlo Park  
Millbrae  
Pacifica  
Portola Valley  
Redwood City  
San Bruno  
San Carlos  
San Mateo  
South San Francisco  
Woodside

**EXHIBIT B**

**PROPORTIONATE SHARE OF COST**

FY 2014-15 Proportionate Share of Cost:

Atherton	0.70%
Belmont	2.58%
Brisbane	0.90%
Burlingame	3.74%
Colma	0.53%
Daly City	10.13%
East Palo Alto	8.70%
Foster City	2.15%
Half Moon Bay	2.50%
Hillsborough	1.16%
Menlo Park	4.59%
Millbrae	1.92%
Pacifica	5.07%
Portola Valley	0.37%
Redwood City	12.55%
San Bruno	6.09%
San Carlos	3.15%
San Mateo	15.61%
South San Francisco	10.27%
Woodside	1.03%
County	6.27%

**Exhibit C**  
**Animal Control Contractor Responsibilities**

Animal Control Contractor shall provide the following services:

1. Enforce all County and City ordinances which are substantially similar to Chapters 6.04, 6.12, and 6.16 of Title 6 of the San Mateo County Ordinance Code and issue citations as appropriate for violations of said Chapters 6.04, 6.12, and 6.16 of Title 6 of San Mateo County Ordinance Code.
2. Enforce all applicable animal control laws of the State of California, unless excluded as specified in this Exhibit, Section 31, Excluded Services.
3. Impound all dogs caught at large and provide for field return as appropriate.
4. Provide rabies investigation and quarantine services according to the procedures described in this document and incorporated herein as Attachment 2 to the Services Agreement between County and Animal Control Contractor (Attachment 1) except as where the Contractor, in its sole opinion, believes that such services would result in conflict with law and/or Contractor's mission and purpose as a humane society for the prevention of cruelty to animals.
5. Notify County by January 31<sup>st</sup> of the number of quarantines handled for the past calendar year, broken down by city, compared to the average number of quarantines for the prior three calendar years and showing in-home vs. sheltered quarantines.
6. Upon request by City or County, investigate complaints of animal-related public nuisances, except excluded services as specified in this Exhibit, Section 31 Excluded Services.
7. Remove dead animals from the public right-of-way, except freeways and/or highways which are maintained by CALTRANS.
8. Remove stray dead domestic animals from private property for no charge.
9. Remove owned domestic dead animals at the request of owner with a charge to the citizen requesting the service.
10. Investigate and follow up with impoundment, citation and/or prosecution of reported animal bites and attacks in conjunction with City Attorney and/or District Attorney.
11. If euthanasia is necessary for a sick or injured wild animal in the field, the euthanasia shall be conducted by trained personnel with necessary equipment, both of which will be provided by Contractor. This service shall be available twenty-four (24) hours a day, seven (7) days a week.



12. Investigate and follow-up on dangerous and vicious animal complaints, including but not limited to, initially determining the designation of animal as dangerous or vicious, as defined by appropriate ordinance; testifying at hearings; monitoring dangerous animal permits; investigating and citing owners for permit violations; impounding all dangerous and vicious animals posing an immediate threat to the public health and safety; euthanizing vicious animals; and performing annual inspections of residences maintaining dangerous animals.

Under no condition shall a dangerous or vicious animal designation when determined in accordance with relevant County or City ordinance, placed on an animal by a law enforcement officer of any contract area as shown in Exhibit A to be overridden by Contractor. In cases where the contract area law enforcement officer is designating the animal as dangerous or vicious, Contractor's responsibility is limited to testifying as may be needed regarding prior history with animal and/or owner.

13. Investigate dog vs. person incidents at County and/or City or other approved off-leash dog areas including dog parks, beaches, public parks, etc., and if appropriate, designate animal as dangerous or vicious.
14. Assign animal control and/or humane officers to perform the functions specified throughout this Exhibit. Such officers shall conduct routine patrols except areas noted in Excluded Services 31.1-31.12; respond to complaints; investigate and perform rescues; comply with court subpoenas; impound dangerous, vicious, injured, and/or loose animals.
15. Employ sufficient resources to provide the level of service guaranteed to County and contract areas as shown in Exhibit A.

16. **Field Enforcement Staffing & Services**

- 16.1 Contractor shall staff its field services adequately to provide field enforcement services throughout the County as provided hereunder. Field Services enforcement shall be provided twenty-four (24) hours a day, seven (7) days a week as specified in this Exhibit, Section 16.
- 16.2 Contractor's field services shall include enforcement of all local ordinances which are substantially similar to the County's Ordinance 6.04, 6.12, 6.16 and all related state laws pertaining to animals, except as otherwise noted in the Services Agreement between County and Animal Control Contractor (Attachment 1).

16.3 Field Enforcement shall include:

- a) **Priority 1 Calls.** Contractor shall immediately respond to all emergency calls for service, but always within one hour. For the purpose of this subsection, an 'emergency call' means a sick or injured animal; complaint of a bite or attack in progress; a bite or attack which has occurred and where the animal remains a threat to persons or property; or a Dangerous Animal Permit violation that has occurred and same Dangerous Animal remains a threat to persons or property; reports of aggressive dogs or dog packs; and stray dogs confined by law enforcement; and
- b) **Priority 2 Calls.** Contractor shall respond without unnecessary delay to all non-threatening Dangerous Animal Permit violations; late reports of animal bites or attacks where there is no longer an immediate threat to persons or property. Priority 2 Calls should routinely be resolved as soon as reasonably possible, but always within twelve (12) hours of receiving the call; and
- c) **Priority 3 Calls.** Contractor shall respond as soon as reasonably possible to calls pertaining to quarantines; non-threatening loose dogs; stray livestock; or dead animal pick up; and all other non-emergency calls for service including pick up of confined strays from the public, but always within twenty-four (24) hours of receiving the call.

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

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

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

## 17. **Impoundment**

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

17.2 Contractor shall not release any impounded animals unless the owner of such animal, or another individual with express verbal or written authority

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

- 17.3 Contractor shall maintain for four (4) years records of animals impounded including the description of animal; date of receipt; date and manner of disposition; treatment received; name and address of person who redeemed or adopted animal; and fees, charges and proceeds charged and collected for adoption or redemption. Contractor shall record all inoculations, which will then be included as part of said record.
18. May issue citations to any person whose animal is in violation of any state statute or County and/or City ordinance, unless noted as an exception elsewhere in the Services Agreement between County and Animal Control Contractor (Attachment 1).
19. Refer neighborhood related animal complaints to the Peninsula Conflict Resolution Center or appropriate local mediation service.
20. **Sheltering Services**
  - 20.1 Shall provide shelter services including receiving and impounding animals; housing animals; redemption of animals; treatment of animals; spay/neuter of animals; euthanasia of animals; and/or disposal of animals.
  - 20.2 Employ sufficient resources to provide the level of sheltering services guaranteed in the Services Agreement between County and Animal Control Contractor (Attachment 1).
  - 20.3 Shelter and care for all animals received twenty-four (24) hours a day, seven (7) days a week.
  - 20.4 Provide services as required by the State of California Penal Code 597.1 and state laws governing shelters for animal care, treatment, holding periods, and placements and dispositions.
  - 20.5 Shall have business offices and public access areas of shelter to be open to the public on a schedule designed to benefit the public and facilitate the services established in this Services Agreement, provided that the hours and access be a minimum of forty (40) hours per week. Contractor shall post and publicize public hours, and inform the County and contract areas shown on Exhibit A of hours and of any change in hours.
  - 20.6 May subcontract, with prior written approval of the County, for the service of decapitation of animals for rabies testing, as long as such subcontract does not increase costs to County and contract areas shown on Exhibit A.

- 20.7 Microchip all animal designated as Dangerous prior to release if medically appropriate and owner is compliant. In the instance of a non-compliant owner, Contractor shall attempt at the first annual inspection of the owner's property to ascertain that the animal has in fact been microchipped as required by County Ordinance and shall report their findings to County in a timely fashion.

21. **Treatment, Staffing and Services**

- 21.1 Shall provide or arrange to provide treatment to injured or sick animals in accordance with Section 597.1 of the State of California Penal Code and other relevant state law.
- 21.2 Employ sufficient resources to provide the level of treatment services guaranteed in the Services Agreement between County and Animal Control Contractor (Attachment 1).
- 21.3 Bring all injured and/or sick dogs and cats found without an owner in a public place or confined by a citizen directly to a veterinarian in the community or to the Contractor's facility where it will be determined whether said animal should be immediately euthanized or be hospitalized under proper care and given emergency treatment. Injured or sick animals will only be transported to Contractor's facility if staff and/or volunteers are available to treat said animals.
- 21.4 On holidays, weekends, and between 6pm and 8am, M-F, and as may be otherwise needed on an emergency basis, all injured and/or sick animals may be taken by Contractor to an emergency veterinarian clinic/hospital if Contractor's staff and/or volunteers are unavailable to treat said animals and if the condition of the animal requires immediate treatment according to the judgment of the Contractor.
- 21.5 If an animal becomes sick and/or injured while at the Contractor's facility, it will be treated by the Contractor's available veterinary staff and/or volunteers. If staff and/or volunteers are not available to treat sick and/or injured animal, it will be transported to a veterinary clinic/hospital for emergency or immediate treatment, if needed.

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

**Contractor shall:**

- 22.1 Not release any impounded dog or cat to its owner unless it is licensed as required by applicable ordinance unless refusing to release the animal causes a conflict to the Contractor's mission and purpose as a humane

society for the prevention of cruelty to animals, and/or where efforts to collect fees would, in Contractor's estimation, potentially jeopardize safety of its staff, volunteers, or facilities.

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

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

23. **Performance Measures.**

**Contractor shall:**

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

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

24. **Pick up of animals.**

**Contractor shall:**

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

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

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

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

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

25. **Disaster Preparedness.**

Contractor shall participate in a minimum of one full-scale exercise with San Mateo

County Health System or the Office of Emergency Services annually. County to provide Contractor with a list of exercises which meet this requirement.

26. **Reporting**

**Contractor shall:**

- 26.1 Provide complete statistical and other summary information regarding activities and services performed under the Services Agreement between County and Animal Control Contractor (Attachment 1) upon request and with reasonable notice from County or contract areas as well as from members of the public.
- 26.2 Provide monthly sheltering, field services, and adoption statistical reporting to County and Cities. Information contained on said monthly reports shall be agreed upon by Parties annually.
- 26.3 Provide annual reports on :
- a) Total rabies vaccinations given to dogs and cats by Contractor
  - b) Total quarantines (home & shelter) monitored by Contractor
  - c) Total spay/neuter surgeries provided by Contractor
- Information contained on said annual reports shall be agreed upon by Parties annually.
- 26.4 Provide annually an organizational chart showing Contractor staff positions for all areas of the Services Agreement between County and Animal Control Contractor (Attachment 1).
- 26.5 Work with County representatives to identify means to best gauge County & Cities fee structure.

27. **Record Requests**

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

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

Contractor agrees to hold harmless and indemnify County and its officer, agents and employees, against any and all claims, suits or actions of any kind resulting from any decision by Contractor, or its officers, agents or

employees, to withhold any document or information from any member of the public.

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

28. **Audit Requirement & Records**

Contractor shall annually hire an independent auditor who will conduct a fiscal year audit of all expenses and revenues and services provided hereunder. The auditor must document and express an opinion on program revenues, expenses and units of service and must conduct audit in accordance with generally accepted auditing standards. The audit report shall also express an opinion regarding compliance with the financially related terms of the Services Agreement between County and Animal Control Contractor (Attachment 1) and the requirements and regulations contained hereunder. The completed written audit and opinions shall be supplied to the County by December 31<sup>st</sup> of each calendar year for the previous fiscal year. Contractor shall maintain books, records, reports and accounts adequate to allow County and/or the auditor to fully evaluate, assess and audit Contractor's performance of services and use of contract funds under the Services Agreement between County and Animal Control Contractor (Attachment 1).

29. **Vaccination Clinics**

- 29.1 Contractor will hold a minimum of one low cost vaccination clinic per month at the animal control shelter.
- 29.2 County licensing staff will participate at the clinic for no additional payment to Contractor.

30. **Communications**

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

31. **Excluded Services**

- 31.1 Enforcement of regulations regarding the number of animals per household.
- 31.2 Removal and/or disposal of dead marine animals.
- 31.3 Pick up of baby birds.
- 31.4 Pick up of dead animals (deer, wildlife or domestic) from freeways or highways (1, 35 (Skyline Blvd.), 82 (El Camino Real), 84 (Woodside Road), 92, 101, 109, 114, 230, 280, 380). Freeways and highways are maintained by CALTRANS.
- 31.5 Respond to barking dog complaints or animal noise nuisance complaints.
- 31.6 Enforce state law and regulations related to the prevention of cruelty to animals including but not limited to animal abandonment.
- 31.7 Respond to marine mammals/fish whether dead or alive.
- 31.8 Respond to pest-control issues (e.g., infestations, perceived or real, of rats, mice, insects, gophers, wasps, or spiders).
- 31.9 Respond to mountain lions and any wildlife incidents that could constitute a violation of the Contractor's California Department of Fish and Wildlife permits.
- 31.10 Respond to incidents involving dangerous escaped exotic animals.
- 31.11 Investigate dog vs. dog incidents at County and/or City or other approved off-leash dog areas including dog parks, beaches, public parks, etc.
- 31.12 Routine patrol of leash-law enforcement in parks, beaches, and other public places. Contractor will respond to complaints, calls, and observed violations regarding off-leash dogs in parks, beaches, and other public places, yet not complete routine patrols.



**Exhibit D**  
**Animal Licensing Contractor Responsibilities**

Animal Licensing Contractor shall provide the following services:

Management of daily operations for animal licensing

**Data Entry & Processing**

Process correspondences from pet owners including, but not limited to, issuing tags.

Provide timely billing and renewal notices to pet owners, with at least one of the notices to be printed on an 8-½ x11 sheet of paper and a return envelope is enclosed. In addition, at least one of the notices will provide pet owner with the date in which the late fee became due.

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

Ensure complete, unduplicated, and accurate information.

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

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

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

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

**Veterinarians & Other Authorized Registrars**

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

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

**Animal License Tags**

Process and mail license tags within a maximum of 10 business days, with a turnaround goal of 5 business days, after receipt of payment and completed information as required by the local ordinance.

Issue replacement tags to pet owners whose license tags have been lost, stolen, or damaged.

#### Electronic Payments & Banking

Provide the ability for pet owners to pay through the Contractor's Merchant Service Provider.

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

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

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

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

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

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

#### Charges to Licensee for on-line payments:

Cost of Recovery Processing Fees in the amount of \$1.95 per on-line transaction to be charged to licensee\*. Note: Contractor shall use their own designated Merchant Service Provider to conduct all credit card transactions and shall retain the Cost Recovery Processing Fees collected.

\*More than one pet can be licensed per on-line transaction and pet owner will be charged a single fee for the on-line transaction.

#### Communication & Access

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

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

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

Communicate to pet owners on the status of their pet's license status including annual billing.

Reporting

Provide monthly report of animals licensed to the County.

Provide statistical reports as requested by the County.

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

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

Additional Services

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

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

With the exception of the license tags and/or customized inserts, Contractor agrees to cover the cost of all animal licensing supplies needed for daily operation.

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

Contractor will back up all databases twice during the working day.

ATTACHMENT I

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

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and  
PENINSULA HUMANE SOCIETY & SPCA, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing animal care, control and shelter services, as required under local and state law and in the interest of the public safety and welfare, for the entire unincorporated territory of the County of San Mateo and all cities of the County of San Mateo which have contracted with the County for such services (collectively hereinafter, "Cities"); and

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

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

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

WHEREAS, on or about August 17, 1976, Parties entered into an amendment of the October 12, 1971 Lease Agreement whereby Contractor relinquished a portion of the leased area (identified as Parcel B on Exhibit A) and the County added to the leased area

a portion (identified as Parcel C on Exhibit A), such that the Amended Lease Agreement encompassed a lease of approximately six (6) acres of County real property; and

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

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

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

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

**1. Exhibits and Attachments**

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

Exhibit A—Leased Areas  
Exhibit B—Contract Areas  
Exhibit C—Services  
Exhibit D – Fees to Be Collected for Services Provided  
Exhibit E—Payments and Rates  
Attachment 1 – Public Works Inspection dated March 16, 2009  
Attachment 2 – Quarantine Algorithm dated February 5, 2014

**2. Contractor to Provide**

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

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

If County and Cities choose, at their own discretion, to replace equipment that is used solely by the Contractor for the purpose of this Services

Agreement, County and Cities will be financially responsible for the purchase cost of said equipment.

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

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

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

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

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

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

**3. County to Provide**

- 3.1 **Delivery of Animals.** Any animal taken into custody by an employee or officer of the County or an employee or officer of a City shall be delivered to the Contractor at its shelter or held in a humane way at a designated holding area until it can be picked up by Contractor.
- 3.2 **Uniform Ordinances and Citation Authority.** County shall encourage jurisdictions shown on Exhibit B to adopt and maintain the same animal

control ordinance and fee schedule as the County. The animal control ordinances for all jurisdictions shown on Exhibit B shall be substantially the same as the provisions of Chapters 6.04, 6.12, and 6.16 of Title 6 of the San Mateo County Ordinance Code, as amended, to be effective within the city limits. The fee schedule shall be the same as outlined in Chapter 6.04.290 of the San Mateo County Ordinance Code.

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

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

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

3.4 Dispatch. County shall provide radio dispatching to Contractor between the hours of 6:00pm and 8:00am Monday through Friday and 5:00pm and 8:00am Saturday, Sunday, and Holidays.

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

3.5 Supplies. County shall provide animal licensing tags for dogs, cats, animals held under a Dangerous Animal Permit, and animals designated as Service Animals.

- 3.6 **Revenue Services.** County shall provide collection services for fees that are uncollectable after a service has been provided in the cases when the Contractor determines failure to provide the service would result in conflict to the Contractor's mission and purpose as a humane society for the prevention of cruelty to animals and Contractor has made every reasonable attempt to collect said fees.

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

- 3.7 **Training.** County shall provide decapitation training and materials to Contractor's staff to ensure their health and safety.
- 3.8 **Documents.** Parties shall meet when necessary to agree upon any relevant printed materials which are to be prepared and distributed by the Contractor for use in executing the Services Agreement.

4. **Payments**

- 4.1 In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit C, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit E. In no event shall the County's fiscal obligation under this Services Agreement exceed Thirty One Million Four Hundred Thirty One Thousand Two Hundred and Eighty Two Dollars (\$31,431,282) except as provided by 7.1 of this Services Agreement.
- 4.2 County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is in deficient and in breach of the terms of this Services Agreement unless, after County provides written notice to Contractor of the deficiencies, Contractor cures said deficiencies within sixty days of the written notice of deficiencies.

5. **Fiscal and Program Monitoring**

- 5.1 Representatives designated by the Parties may meet to review year-to-date expenditures and to discuss any financial or programmatic issues that either party may have. Either party may request a special meeting for these purposes and upon reasonable notice. Any changes in the amount to be paid to the Contractor shall require Board of Supervisors and Cities' approval. If requested by the County, members of the Contractor's Board of Directors Executive Committee and/or President shall meet with representatives from the San Mateo County City Managers Association.
- 5.2 Where County and Cities issue permits for public exhibitions and events which include animals, such permits shall not be issued without the input of Contractor. Contractor is entitled to recover costs which relate to



staffing that may result during or after the exhibition or event. Such costs shall be collected from the permit applicant by City or County as part of the permit process and then such fee shall be provided to Contractor based on a fee schedule set by Contractor and approved by the City or County in which the event is taking place. Contractor agrees to expeditiously review permits and provide input to the County or City. The provisions of this paragraph do not apply to public exhibitions and events where the only animals included in such events are anticipated to be service animals or police dogs.

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

**6. Use of Contract Revenue**

- 6.1 All funds paid to Contractor pursuant to this Services Agreement shall be used by the Contractor to meet its obligations herein.
- 6.2 a. Contractor may retain half (50%) of all unspent contract funds with the written approval of the County and exercise full authority over the use of its share, if the County determines that the savings by Contractor have not impacted the quality of services detailed in this contract.
- b. Approval from County will follow within 90 days subsequent to County review of a mutually acceptable Audit Report, defined in Exhibit C, Section 28 Audit Requirements & Records of this Services Agreement.
- c. Contractor agrees not to use these savings to provide services which will add on-going costs to services covered by this Services Agreement without written County approval.
- d. This paragraph shall not apply to cost savings resulting from decreased levels of service due to changes in County or State law as provided by Section 7 Cost Overruns of this Services Agreement.

**7. Cost Overruns**

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

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

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

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

**8. Performance Measures**

- 8.1 From the effective date of this Services Agreement, Contractor shall implement the following performance measures.

- a. Contractor responds to Priority 1 Calls within 60 minutes of receipt of the call. Target = 90%

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

- b. Contractor shall not release any impounded animals unless the owner of such animal, or another individual with express written or verbal authority to represent the owner, appears at the Contractor's facility, and pays relevant impoundment, emergency medical treatment, and/or licensing/permit fees to redeem said animal. Target = 100%
- c. Number of pets receiving a rabies vaccination by Contractor. Target a 10% total increase of animals receiving rabies vaccinations by using the baseline of FY 2014-15, with a 10% increase for each consecutive year throughout the term of this Services Agreement.
- d. All legally required vaccinations will be verified as up-to-date or given to any domestic animal that comes into the Contractor's possession prior to being released back into the community unless Contractor's veterinarian determines said animal has a serious medical condition that by giving the vaccination would risk the animal's health or well-being. Target = 100%

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

## 9. Term and Termination

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

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Services Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. Contractor shall be entitled to receive payment for work/services provided prior to termination of this Services Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by this Services Agreement.

9.2 **Material Breach.** In the event of a material breach of this Services Agreement by either party, the other party shall notify the breaching party of such material breach and that such breach must be cured within sixty days of the notice. In the event the breaching party does not cure the material breach within sixty days, the notifying party may immediately terminate this Services Agreement or seek any other applicable legal remedy including but not limited to specific performance of this Agreement. Termination is effective on the date specified in the written notice. In any event of termination under this paragraph, Contractor shall be paid for all approved work performed until termination. Contractor shall have no right to, or claim against County or any contracting City for, the balance of the contract amount.

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

#### 10. **Negotiated Agreement**

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

#### 11. **Availability of Funds**

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

#### 12. **Relationship of Parties**

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

**13. Hold Harmless**

- 13.1 Contractor shall hold harmless and indemnify the County, and each participating city as listed in Exhibit B as third party beneficiaries of this Services Agreement, their officers, agents, and employees from all claims, suits or actions of every name, kind and description, brought for, or on account of injuries to or death of any person, including but not limited to Contractor or its agents, officers or employees, or damage to property of any kind whatsoever and to whomsoever belonging, including but not limited to Contractor or its agents, officers, or employees, or any other loss or cost, resulting from the performance or nonperformance of any work or obligations required by the Agreement of Contractor, and/or from any activities undertaken by Contractor, its officers, employees or agents, under this Agreement, and which result from the negligent or intentional acts or omissions of Contractor, its officers or employees.

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

- 13.2 County shall hold harmless and indemnify the Contractor, its officers, agents, and employees from all claims, suits or actions of every name, kind and description, brought for, or on account of injuries to or death of any person, including but not limited to County or its agents, officers or employees, or damage to property of any kind whatsoever and to whomsoever belonging, including but not limited to County or its agents, officers, or employees, or any other loss or cost, resulting from the performance or nonperformance of any work or obligations required by the Agreement of County, and/or from any activities undertaken by County, its officers, employees or agents, under this Agreement, and which result from the negligent or intentional acts or omissions of County, its officers or employees.

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

In the event of concurrent negligence of the County, its officers, agents and/or employees, and the Contractor, its officers, agents and/or employees, then the liability for any and all claims for injuries or

damages to persons and/or property or any other loss or costs which arise out of the terms, conditions, covenants, promises and responsibilities of this Agreement, shall be apportioned according to the California theory of comparative negligence.

**14. Assignability and Subcontracting**

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

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

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

**15. Insurance**

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

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

15.2 **Liability Insurance.** Contractor shall take out and maintain during the term of this Services Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Services

Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Services Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include:

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

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

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

**16. Compliance With Laws**

16.1 All services to be performed by Contractor pursuant to this Services Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Services Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Services Agreement. Notwithstanding, nothing in this Section in any way alters the provisions set forth in Section 3.2, 7.2,

and 7.3 regarding obligations and rights of the Parties as it relates to changes made to City and County ordinances and State laws during the term of this Agreement.

- 16.2 Further, Contractor certifies that Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.
- 16.3 Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

**17. Non-Discrimination and Other Requirements**

- 17.1 *General non-discrimination.* No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.
- 17.2 *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Services Agreement. Contractor's equal employment policies shall be made available to County upon request.
- 17.3 *Section 504 of the Rehabilitation Act of 1973.* Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Services Agreement. This Section applies only to contractors who are providing services to members of the public under this Services Agreement.
- 17.4 *Compliance with County's Equal Benefits Ordinance.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- Contractor complies with Chapter 2.84 by:
  - offering the same benefits to its employees with spouses and



its employees with domestic partners.

- offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- Contractor does not comply with Chapter 2.84, and a waiver must be sought.

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

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

- No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

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

- i) termination of this Services Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation; and/or
- iv) imposition of other appropriate contractual and civil remedies and

sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this Section and/or to set off all or any portion of the amount described in this Section against amounts due to Contractor under this Services Agreement or any other agreement between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

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

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

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

- 19.1 Contractor shall maintain all records pertaining to services provided under this Services Agreement for a period of four (4) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit of County, a Federal grantor agency, and the State of California.
- 19.2 Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State, and local agencies, and as required by County.

- 19.3 Contractor agrees upon reasonable notice to maintain and provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Services Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.
- 19.4 All books, records, reports and accounts maintained pursuant to this Services Agreement as related to Contractor's activities under this Services Agreement shall be open to inspection and audit by the County or a designated representative, and by representatives of the state and federal government, upon reasonable notice during normal business hours throughout the life of this Services Agreement and for a period of four (4) years thereafter.
- 19.5 Contractor shall use all commercially reasonable efforts to achieve economy, efficiency and effectiveness in performance of the services provided. Contractor and County will meet on occasion, as requested by County, but not to exceed more than once per year, to consider revisions which may be needed to the reporting forms created to document performance of the services provided. At any time during the term of this Services Agreement, County may request additional detailed information of one or more services performed for the purpose of a performance audit. The County shall make every effort to follow Generally Accepted Government Auditing Standards (GAGAS). The Contractor shall not unreasonably deny such requests under this intent. County may not require additional information of Contractor which Contractor, in its sole discretion, knows to be unduly burdensome to provide and/or which will interfere with the operations of Contractor's programs and services including such programs and services which are not covered by this Services Agreement.

**20. Merger Clause & Amendments**

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

and signed by the parties.

**21. Controlling Law and Venue**

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

**22. Effectiveness of Services Agreement**

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

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

**23. Notices**

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

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

Name/Title: Jean Fraser, Chief of the Health System  
Address: 225-37<sup>th</sup> Avenue San Mateo, CA 94403  
Telephone: 650.573.2912  
Facsimile: 650.573.2788  
Email: [JFraser@smcogov.org](mailto:JFraser@smcogov.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](mailto:kwhite@peninsulahumanesociety.org)

**24. Electronic Signature**

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

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

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

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

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo  
County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

Peninsula Humane Society & SPCA

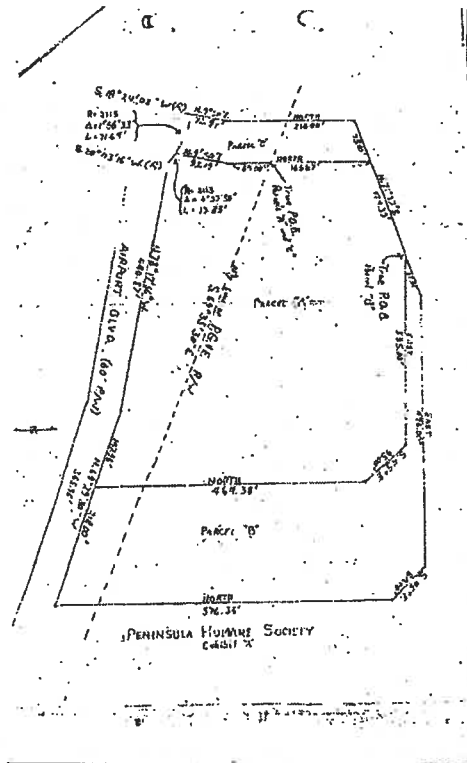
\_\_\_\_\_  
President, Peninsula Humane Society & SPCA

Date: \_\_\_\_\_

Exhibit A

Leased Areas

EXHIBIT A



**Exhibit B**

**Contract Areas**

The unincorporated County and the following Cities have contracted for services pursuant to this Services Agreement:

Atherton  
Belmont  
Brisbane  
Burlingame  
Colma  
Daly City  
East Palo Alto  
Foster City  
Half Moon Bay  
Hillsborough  
Menlo Park  
Millbrae  
Pacifica  
Portola Valley  
Redwood City  
San Bruno  
San Carlos  
San Mateo  
South San Francisco  
Woodside

Exhibit C  
Animal Control Contractor Responsibilities

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

1. Enforce all County and City ordinances which are substantially similar to Chapters 6.04, 6.12, and 6.16 of Title 6 of the San Mateo County Ordinance Code and issue citations as appropriate for violations of said Chapters 6.04, 6.12, and 6.16 of Title 6 of San Mateo County Ordinance Code.
2. Enforce all applicable animal control laws of the State of California, unless excluded as specified in this Exhibit C, Section 31, Excluded Services.
3. Impound all dogs caught at large and provide for field return as appropriate.
4. Provide rabies investigation and quarantine services according to the procedures described in this document and incorporated herein as Attachment 2 to this Services Agreement except as where the Contractor, in its sole opinion, believes that such services would result in conflict with law and/or Contractor's mission and purpose as a humane society for the prevention of cruelty to animals.
5. Notify County by January 31<sup>st</sup> of the number of quarantines handled for the past calendar year, broken down by city, compared to the average number of quarantines for the prior three calendar years and showing in-home vs. sheltered quarantines.
6. Upon request by City or County, investigate complaints of animal-related public nuisances, except excluded services as specified in this Exhibit C, Section 31 Excluded Services.
7. Remove dead animals from the public right-of-way, except freeways and/or highways which are maintained by CALTRANS.
8. Remove stray dead domestic animals from private property for no charge.
9. Remove owned domestic dead animals at the request of owner with a charge to the citizen requesting the service.
10. Investigate and follow up with impoundment, citation and/or prosecution of reported animal bites and attacks in conjunction with City Attorney and/or District Attorney.
11. If euthanasia is necessary for a sick or injured wild animal in the field, the euthanasia shall be conducted by trained personnel with necessary equipment, both of which will be provided by Contractor. This service shall be available twenty-four (24) hours a day, seven (7) days a week.



12. Investigate and follow-up on dangerous and vicious animal complaints, including but not limited to, initially determining the designation of animal as dangerous or vicious, as defined by appropriate ordinance; testifying at hearings; monitoring dangerous animal permits; investigating and citing owners for permit violations; impounding all dangerous and vicious animals posing an immediate threat to the public health and safety; euthanizing vicious animals; and performing annual inspections of residences maintaining dangerous animals.

Under no condition shall a dangerous or vicious animal designation when determined in accordance with relevant County or City ordinance, placed on an animal by a law enforcement officer of any contract area as shown in Exhibit B to be overridden by Contractor. In cases where the contract area law enforcement officer is designating the animal as dangerous or vicious, Contractor's responsibility is limited to testifying as may be needed regarding prior history with animal and/or owner.

13. Investigate dog vs. person incidents at County and/or City or other approved off-leash dog areas including dog parks, beaches, public parks, etc., and if appropriate, designate animal as dangerous or vicious.
14. Assign animal control and/or humane officers to perform the functions specified throughout this Exhibit. Such officers shall conduct routine patrols except areas noted in Excluded Services 31.1-31.12; respond to complaints; investigate and perform rescues; comply with court subpoenas; impound dangerous, vicious, injured, and/or loose animals.
15. Employ sufficient resources to provide the level of service guaranteed in this Services Agreement for County and contract areas as shown in Exhibit B.
16. **Field Enforcement Staffing & Services**
  - 16.1 Contractor shall staff its field services adequately to provide field enforcement services throughout the County as provided hereunder. Field Services enforcement shall be provided twenty-four (24) hours a day, seven (7) days a week as specified in this Exhibit C, Section 16.
  - 16.2 Contractor's field services shall include enforcement of all local ordinances which are substantially similar to the County's Ordinance 6.04, 6.12, 6.16 and all related state laws pertaining to animals, except as otherwise noted in this Services Agreement.

16.3 Field Enforcement shall include:

- a) **Priority 1 Calls.** Contractor shall immediately respond to all emergency calls for service, but always within one hour. For the purpose of this subsection, an 'emergency call' means a sick or injured animal; complaint of a bite or attack in progress; a bite or attack which has occurred and where the animal remains a threat to persons or property; or a Dangerous Animal Permit violation that has occurred and same Dangerous Animal remains a threat to persons or property; reports of aggressive dogs or dog packs; and stray dogs confined by law enforcement; and
- b) **Priority 2 Calls.** Contractor shall respond without unnecessary delay to all non-threatening Dangerous Animal Permit violations; late reports of animal bites or attacks where there is no longer an immediate threat to persons or property. Priority 2 Calls should routinely be resolved as soon as reasonably possible, but always within twelve (12) hours of receiving the call; and
- c) **Priority 3 Calls.** Contractor shall respond as soon as reasonably possible to calls pertaining to quarantines; non-threatening loose dogs; stray livestock; or dead animal pick up; and all other non-emergency calls for service including pick up of confined strays from the public, but always within twenty-four (24) hours of receiving the call.

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

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

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

17. **Impoundment**

- 17.1 Within 24 hours of receipt of a specific request from City and/or County law enforcement agencies, Contractor shall promptly impound any animal when lawfully requested. The requesting law enforcement agency must be present at the scene of the impoundment and must provide Contractor with any warrants required for entry and/or impoundment. This request may come at any time the local law enforcement agency deems it is appropriate.
- 17.2 Contractor shall not release any impounded animals unless the owner of such animal, or another individual with express verbal or written authority from the owner to pick up the animal, appears at the Contractor's facility,

and pays relevant impoundment, emergency medical treatment, and licensing/permit fees to redeem said animal.

- 17.3 Contractor shall maintain for four (4) years records of animals impounded including the description of animal; date of receipt; date and manner of disposition; treatment received; name and address of person who redeemed or adopted animal; and fees, charges and proceeds charged and collected for adoption or redemption. Contractor shall record all inoculations, which will then be included as part of said record.
18. May issue citations to any person whose animal is in violation of any state statute or County and/or City ordinance, unless noted as an exception elsewhere in this Services Agreement.
19. Refer neighborhood related animal complaints to the Peninsula Conflict Resolution Center or appropriate local mediation service.
20. **Sheltering Services**
  - 20.1 Shall provide shelter services including receiving and impounding animals; housing animals; redemption of animals; treatment of animals; spay/neuter of animals; euthanasia of animals; and/or disposal of animals.
  - 20.2 Employ sufficient resources to provide the level of sheltering services guaranteed in this Services Agreement.
  - 20.3 Shelter and care for all animals received twenty-four (24) hours a day, seven (7) days a week.
  - 20.4 Provide services as required by the State of California Penal Code 597.1 and state laws governing shelters for animal care, treatment, holding periods, and placements and dispositions.
  - 20.5 Shall have business offices and public access areas of shelter to be open to the public on a schedule designed to benefit the public and facilitate the services established in this Services Agreement, provided that the hours and access be a minimum of forty (40) hours per week. Contractor shall post and publicize public hours, and inform the County and contract areas shown on Exhibit B of hours and of any change in hours.
  - 20.6 May subcontract, with prior written approval of the County, for the service of decapitation of animals for rabies testing, as long as such subcontract does not increase costs to County and contract areas shown on Exhibit B under this Services Agreement.
  - 20.7 Microchip all animal designated as Dangerous prior to release if medically appropriate and owner is compliant. In the instance of a non-compliant

owner, Contractor shall attempt at the first annual inspection of the owner's property to ascertain that the animal has in fact been microchipped as required by County Ordinance and shall report their findings to County in a timely fashion.

21. **Treatment, Staffing and Services**

- 21.1 Shall provide or arrange to provide treatment to injured or sick animals in accordance with Section 597.1 of the State of California Penal Code and other relevant state law.
- 21.2 Employ sufficient resources to provide the level of treatment services guaranteed in this Services Agreement.
- 21.3 Bring all injured and/or sick dogs and cats found without an owner in a public place or confined by a citizen directly to a veterinarian in the community or to the Contractor's facility where it will be determined whether said animal should be immediately euthanized or be hospitalized under proper care and given emergency treatment. Injured or sick animals will only be transported to Contractor's facility if staff and/or volunteers are available to treat said animals.
- 21.4 On holidays, weekends, and between 6pm and 8am, M-F, and as may be otherwise needed on an emergency basis, all injured and/or sick animals may be taken by Contractor to an emergency veterinarian clinic/hospital if Contractor's staff and/or volunteers are unavailable to treat said animals and if the condition of the animal requires immediate treatment according to the judgment of the Contractor.
- 21.5 If an animal becomes sick and/or injured while at the Contractor's facility, it will be treated by the Contractor's available veterinary staff and/or volunteers. If staff and/or volunteers are not available to treat sick and/or injured animal, it will be transported to a veterinary clinic/hospital for emergency or immediate treatment, if needed.

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

**Contractor shall:**

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

and cats that are encountered at the Airport Blvd. shelter as required by applicable ordinance.

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

23. **Performance Measures.**

**Contractor shall:**

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

- 23.2 Report calendar year data to County by January 15<sup>th</sup> of each year of this Services Agreement.

24. **Pick up of animals.**

**Contractor shall:**

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

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

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

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

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

25. **Disaster Preparedness.**

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

26. **Reporting**

**Contractor shall:**

- 26.1 Provide complete statistical and other summary information regarding

activities and services performed under this Services Agreement upon request and with reasonable notice from County or contract areas as shown on Exhibit B, as well as from members of the public.

- 26.2 Provide monthly sheltering, field services, and adoption statistical reporting to County and Cities. Information contained on said monthly reports shall be agreed upon by Parties annually.
- 26.3 Provide annual reports on :
- a) Total rabies vaccinations given to dogs and cats by Contractor
  - b) Total quarantines (home & shelter) monitored by Contractor
  - c) Total spay/neuter surgeries provided by Contractor
- Information contained on said annual reports shall be agreed upon by Parties annually.
- 26.4 Provide annually an organizational chart showing Contractor staff positions for all areas of this Service Agreement.
- 26.5 Work with County representatives to identify means to best gauge County & Cities fee structure.

27. **Record Requests**

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

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

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

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

28. **Audit Requirement & Records**

Contractor shall annually hire an independent auditor who will conduct a fiscal year audit of all expenses and revenues and services provided hereunder. The auditor must document and express an opinion on program revenues, expenses and units of service and must conduct audit in accordance with generally accepted auditing standards. The audit report shall also express an opinion regarding compliance with the financially related terms of this Services Agreement and the requirements and regulations contained hereunder. The completed written audit and opinions shall be supplied to the County by December 31<sup>st</sup> of each calendar year for the previous fiscal year. Contractor shall maintain books, records, reports and accounts adequate to allow County and/or the auditor to fully evaluate, assess and audit Contractor's performance of services and use of contract funds under this Services Agreement.

29. **Vaccination Clinics**

- 29.1 Contractor will hold a minimum of one low cost vaccination clinic per month at the animal control shelter.
- 29.2 County licensing staff will participate at the clinic for no additional payment to Contractor.

30. **Communications**

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

31. **Excluded Services**

- 31.1 Enforcement of regulations regarding the number of animals per household.
- 31.2 Removal and/or disposal of dead marine animals.
- 31.3 Pick up of baby birds.
- 31.4 Pick up of dead animals (deer, wildlife or domestic) from freeways or highways (1, 35 (Skyline Blvd.), 82 (El Camino Real), 84 (Woodside Road), 92, 101, 109, 114, 230, 260, 380). Freeways and highways are maintained by CALTRANS.

- 31.5 Respond to barking dog complaints or animal noise nuisance complaints.
- 31.6 Enforce state law and regulations related to the prevention of cruelty to animals including but not limited to animal abandonment.
- 31.7 Respond to marine mammals/fish whether dead or alive.
- 31.8 Respond to pest-control issues (e.g., infestations, perceived or real, of rats, mice, insects, gophers, wasps, or spiders).
- 31.9 Respond to mountain lions and any wildlife incidents that could constitute a violation of the Contractor's California Department of Fish and Wildlife permits.
- 31.10 Respond to incidents involving dangerous escaped exotic animals.
- 31.11 Investigate dog vs. dog incidents at County and/or City or other approved off-leash dog areas including dog parks, beaches, public parks, etc.
- 31.12 Routine patrol of leash-law enforcement in parks, beaches, and other public places. Contractor will respond to complaints, calls, and observed violations regarding off-leash dogs in parks, beaches, and other public places, yet not complete routine patrols.



**Exhibit D**  
**Fees To Be Collected For Services Provided**

In consideration of the payments set forth in Exhibit E, Contractor shall make every attempt to collect all of the following fees from the responsible party. Contractor has no authority to negotiate, waive, or retain fees. However, where failure to provide the service would result in a conflict to the Contractor's mission and purpose as a humane society for the prevention of cruelty to animals, and/or where efforts to collect fees would, in Contractor's estimation, potentially jeopardize safety of its staff, volunteers or facilities, County agrees to provide collection services for said fees.

1. The following are fees as outlined in the applicable County or City Fee Ordinance are to be charged and collected by the Contractor to the party taking responsibility of the animal and then sent on a weekly basis to the County by the Contractor.

Licensing revenue is to be itemized by jurisdiction and category type in a format provided by the County.

- (a) All licensing fees as shown in San Mateo County ordinance 6.04.290 (a) and comparable City ordinances, including late fees whenever applicable.

2. The following are fees as outlined in the applicable County or City Fee Ordinance are to be charged and collected by the Contractor to the party taking responsibility of the animal and then sent on a monthly basis to the County by the Contractor.

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

1. Impound charges and board costs for all animals except wildlife, unless wildlife is legally under permit for possession by a private citizen, including Vincent Bill Unaltered impound fees;
2. Transportation and trailing costs for equine, swine, bovine, sheep, goats, and any other animals Contractor deems advisable to move by trailer; and
3. Animal rescue costs on private property.

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

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

- (d) Dangerous Animal Permit – permit, inspection, and signage fees, as

shown in San Mateo County Ordinance 6.04.290 (e), (f), and (g).

- (e) Field Return fees, as shown in San Mateo County Ordinance 6.04.290 (h).
- (f) Breeding and Fancier Permit fees, as shown in San Mateo County Ordinance 6.04.290 (i) and (j).
- (g) Return check fees, as shown in San Mateo County Ordinance 6.04.290 (k).
- (h) Record request fees, as shown in San Mateo County Ordinance 6.04.290 (l).
- (i) Administrative hearing fees, as shown in San Mateo County Ordinance 6.04.115 (f) or the applicable city ordinance.
- (j) Fees collected for dead animal pick-up in public areas and disposal; trap rental; dead animal pick-up on private property; and citation clearance.

### 3. Uncollectable Fees

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

Contractor will provide responsible party with a form provided by the County and agreed to by Contractor. Form will acknowledge debt for services provided by Contractor by executing said form with responsible parties' signature. Parties shall meet when necessary to agree upon the form.

If fees remain uncollectable, Contractor will send the following to the County on a monthly basis:

- (a) Excel spreadsheet showing the following:
  - 1. Responsible party's name, address, and telephone
  - 2. Service provided and fee charged by Contractor
  - 3. Reason Contractor was unable to collect fee at the time of service
- (b) Itemized invoice
- (c) Returned check, if applicable

**Exhibit E**  
**Payments and Rates**

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

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

<u>Fiscal Year and Amount</u>	
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

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 I



COUNTY OF SAN MATEO  
DEPARTMENT OF PUBLIC WORKS

CONSTRUCTION SERVICES SECTION  
30 TOWER ROAD  
DAN FORTSON, CA 94402  
Phone: (650) 312-8310 Fax: (650) 312-8556



ESTIMATE

Public Health

March 16, 2009  
CSS Est. #73426

Attn: Brian Zamora

Phone: 650-573-3426

RE: Maintenance and Repair  
Petaluma Humane Society, 12 Airport Blvd., San Mateo

Dear Brian,

We propose to furnish services, including labor and materials, necessary to Perform Maintenance and Repair per your request dated November 19, 2008, our Scope of Work, and subject to the stated exclusions:

SCOPE OF WORK: ELECTRICAL

- > Perform EAMP (Electrical Apparatus Maintenance Program).
- > Test and clean Main Switchgear and subpanels.

Estimate Price: \$ 15,320.00

- > Perform various electrical work at the following locations:

• In-House Clinic:	\$ 7,665.00
• Squad Room/Lobby/Upstairs:	\$ 7,140.00
• Adoption:	\$ 3,413.00
• Wildlife:	\$ 5,040.00
• Education Lobby:	\$ 375.00
• Barn Yard:	\$ 640.00
• Kennel:	\$ 5,670.00

- > Perform exterior lighting work: \$ 13,230.00
- > Install exit signs: \$ 375.00 each\*

\*Number of exit signs to be determined by Fire Marshall.

Total Estimate Price for ELECTRICAL: \$ 29,233.00 (without exit signs)

**SCOPE OF WORK: PLUMBING**

For the walk-thru, the following observations were noted below:

**Men's & Women's Clinic**

- > The urinal staff bathroom does not meet ADA requirements (16" to centerline of fixture) but is functional.
- > The dog wash sink should have a vacuum breaker installed, UPC code due to the pre-rinse hose being used.

**Dog Storage Area**

- > The water line touches the chain link fence, and the hose BIBDs need to have a vacuum breaker installed.
- > The Fire Inspector Test Drain needs to be strapped to the wall.

**Cat Area**

- > Hose BIBD attached to fence.

**Roof Area**

- > Sicoopers need to be anchored to roof structure.
- > The water, gas, and condensate lines need to be put on sleepers and strapped.
- > Some of the condensate lines are broken or no traps are in place resulting in poor drainage.

**In-House Clinic**

- > No vacuum breaker installed on faucet. Need one due to the use of the pre-rinse hose.

**Cat Room**

- > Sink trap and/or dishwasher traps. Check valves need to be installed on the hose reels.

**Lobby and Human Resources**

- > Men's and Women's restrooms do not meet ADA requirements for public use:
  - Centerline of toilet, height, 3'-0" radius for wheelchair.
  - Improper grab bar size and location.
  - Urinals do not meet height requirement and/or spacing.
- > Drinking fountain not to ADA specifications.

\*Without a specific scope of work from the requester/contractor, it is difficult to provide a cost estimate on the aforementioned items. Most are items that can be done over a period of time (i.e. maintenance schedule). Some items are more important and should be addressed as soon as possible. It is recommended that one area at a time is brought up to all applicable codes.

**SCOPE OF WORK: Construction/Carpentry**

- > Pavement repairs, restriping, and spot sealing: \$ 30,500.00
- > Tune up (not rebuild) all HVAC units and roof ductwork: \$ 13,650.00
- > Patch, prime and paint no more than 12 small (4'x4' or smaller) abraded patches in multiple areas of wall and ceiling: \$ 22,050.00
- > Perform no more than 6 small (5'x5' or smaller) wet and/or carpet repairs: \$ 8,400.00
- > Repair & shove up no more than 14 existing doors so as to operate normally (includes prime & paint): \$ 23,100.00
- > Repair existing roofing material, skylights, gutters, & downspouts: \$ 14,700.00
- > Replace no more than 9'x4" of exterior siding, trim, & channel & vapor barrier: \$ 185,900.00
- > Caulk, prime (where needed), and paint exterior wood siding & trim: \$ 44,100.00

Total Estimate Price for CONSTRUCTION/CARPENTRY: \$ 513,800.00

GRAND TOTAL ESTIMATE PRICE: \$ 611,823.00 (without plumbing or exit signs).

\*NOTES:

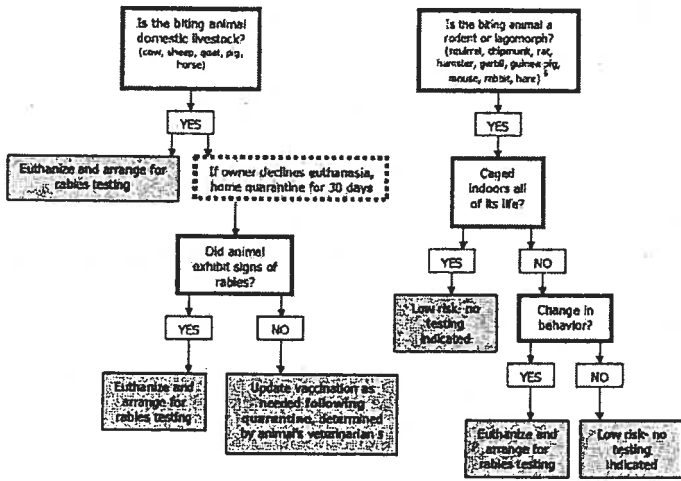
- ✓ Please keep in mind that access to areas may be limited, occupied or restricted.
  - ✓ Scheduling will take time and cooperation between all parties will be necessary to ensure impact to the public, staff, and tenants will be as minimal as possible.
  - ✓ Do to the age and state of repair for much of the facility, some incidentals will come up as work takes place. Example: exterior siding is removed revealing needed framing repair or replacement. This cannot be forecast; therefore, a change order for any work above & beyond anticipated work will be submitted for approval.
1. A project daily report will be completed by the Construction Services authorized representative and is available upon request.
  2. Costs for material, rental equipment, subcontractor invoices, and other miscellaneous items not listed above will be charged at invoice.
  3. Any and all changes in the scope of work as detailed above will be done by authorized change order only.

\*DISCLAIMER:

- 1) Anything not listed above.
- 2) Unforeseen obstructions or changes to the scope or progress of any work.
  - a. Such obstructions or changes will be discussed with the customer and agreement will be made on appropriate revisions to the budget before any further work is done.
- 3) Meetings: \_\_\_\_\_ (Initial)
- 4) Acts of nature.
  - a. Delays in work.

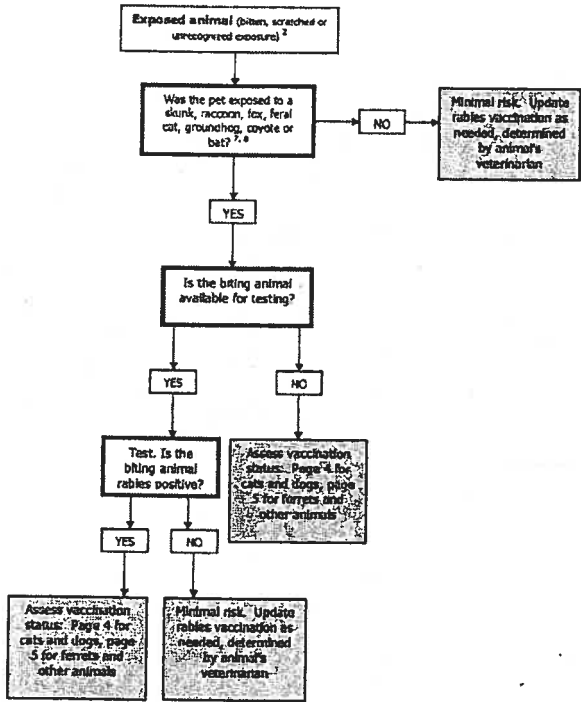
# ATTACHMENT 2

## QUARANTINE ALGORITHM FOR BITING DOMESTIC MAMMALS



Revised/Approved 2/5/14

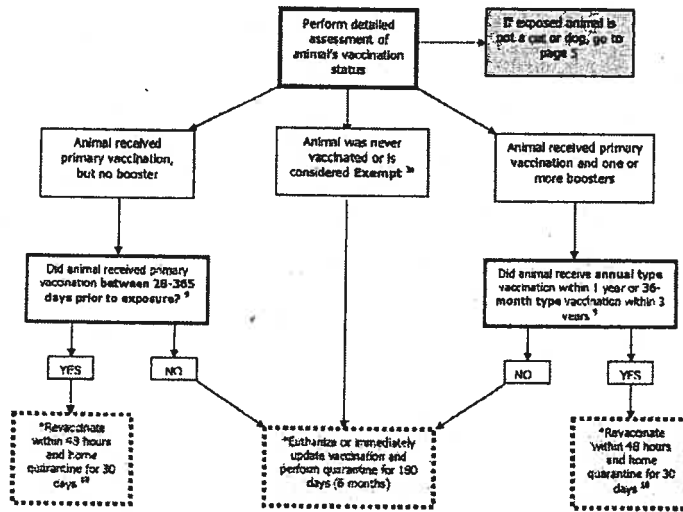
**QUARANTINE ALGORITHM FOR EXPOSED DOMESTIC MAMMALS - GENERAL**



Revised/Approved 2/5/14



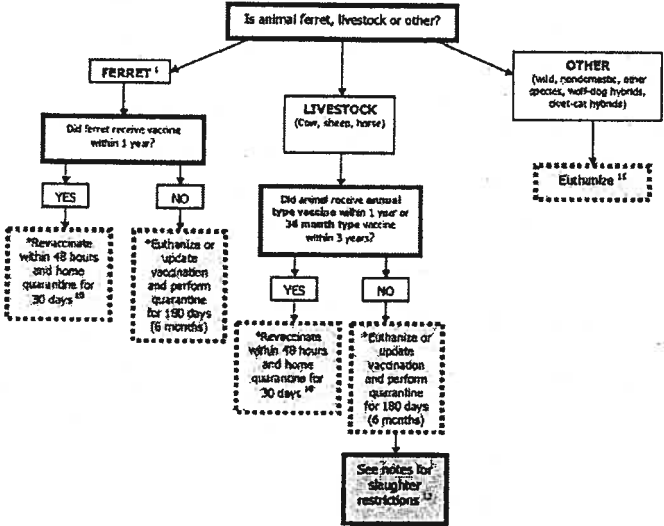
**QUARANTINE ALGORITHM FOR EXPOSED DOMESTIC MAMMALS – CATS AND DOGS**



**\*If animal displays signs of rabies - euthanize and test for rabies. The animal's veterinarian or a shelter veterinarian should perform any vaccination.**

Revised/Approved 2/5/14

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



**\*If animal displays signs of rabies – euthanize and test for rabies. The animal's veterinarian or a shelter veterinarian should perform any vaccination.**

Revised/Approved 2/5/14

**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 6 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

Revised/Approved 2/5/14



# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Michael Laughlin AICP, City Planner  
 Suzanne Avila AICP, Deputy City Planner  
 VIA: Brian Dossey, City Manager  
 MEETING DATE: May 27, 2020  
 SUBJECT: LEAP Planning Grant Program Funds

---

## RECOMMENDATION

Staff recommends that the City Council adopt:

RESOLUTION AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL  
 GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS

## EXECUTIVE SUMMARY

Local Early Action Planning (LEAP) grant funding is currently available to local agencies for the preparation of planning activities that accelerate housing production. Colma is eligible for \$65,000.00 in non-competitive funding which can be used to offset the cost of the 2023 Housing Element update. The City Council must adopt, and staff must submit the attached resolution as part of the Town's application package for the LEAP funding.

## FISCAL IMPACT

The grant would have a net positive fiscal impact to the Town of \$65,000 and offset the existing CIP program costs for the preparation of the General Plan Housing Element, currently estimated at \$73,000.

## BACKGROUND

HCD has released a 2020 Notice of Funding Availability (NOFA) and is currently accepting applications for the LEAP Grants Program. The LEAP Grants Program set aside approximately \$119 million dollars to provide funding to jurisdictions for the preparation and adoption of planning documents, process improvements that accelerate housing production, and facilitate compliance in implementing the 6th cycle of the regional housing need assessment. HCD has determined maximum award amounts for large, medium, and small localities, based on

population. Based on population size, the Town of Colma qualifies for a \$65,000 grant award. This is a non-competitive grant opportunity that does not require a local match to receive the funds. Final grant applications must be submitted by July 1, 2020.

Planning staff is recommending using the LEAP grant funds for the preparation of the 6th Cycle (2023-2031) Housing Element.

## **ANALYSIS**

The LEAP Grants Program is part of a broader program formerly known as the Local Government Planning Support Grants Program that was established as part of the 2019-20 Budget Act. The 2019-20 Budget Act provides support, incentives, resources and accountability to meet California's housing goals. Some of these elements are:

- Planning Support (local and regional planning grants)
- Incentives (Pro-housing preference and infill incentive grants)
- Funding Resources
- Accountability (penalties for noncompliant housing plans)
- Reform (collaborative processes to reform regional housing needs)

The Local Government Planning Support Grants Program provides one-time grant funding to local jurisdictions for technical assistance, preparation and adoption of planning documents, and process improvements. The over-arching goals of the program are to accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment (RHNA).

The Town has produced more than the 59 units required by the state for the current Housing Element cycle (2015-2023). However, staff is anticipating that the next Housing Element cycle (2023-2031) will require the Town to show potential development sites for significantly more units. Staff will be proposing in the draft General Plan the concept of a Town Center which could accommodate at least 200 units. Since there are few opportunities to build new housing elsewhere in the Town, staff anticipates that the Town Center site will be the primary site designated for new housing, in addition to the Sandblaster and Bocci sites already designated.

Article VII of the NOFA, which implements, interprets, and establishes specific provisions, terms, conditions, forms, procedures, and other mechanisms for the LEAP Grants Program, lists the eligible activities and uses of LEAP Program funding. Eligible activities must demonstrate an increase in housing related planning activities and facilitate accelerated housing production. Eligible activities may include updates to planning documents such as General Plans, community plans, specific plans, implementation of sustainable communities' strategies, and local coastal programs. The Housing Element update, is an eligible activity for which LEAP funds may be used, because it will designate areas for new development and housing in the Town. Staff is currently preparing the grant application documents which include an analysis showing the nexus between the Housing Element update process and housing production.

Staff has reviewed the requirements for the Town to receive LEAP funds and determined that these requirements can be met. The Town may request LEAP grant funding by completing an application that demonstrates:

- A budget, including timelines, deliverables, sub-steps and adoption, that demonstrates funds will be utilized for eligible activities and uses.
- How proposed activities will increase housing planning and facilitate accelerating local housing production.
- Completed or proposed activities are consistent with the state or other planning priorities.
- All other requirement information contained in the application has been provided.

The Town can demonstrate consistency with these application requirements and can submit an application to receive funding.

### **Council Adopted Values**

The recommendation is consistent with the Council value of **responsibility** because it considers how to best use and leverage state funding to offset the cost of updating the Town's Housing Element.

### **Sustainability Impact**

The proposal may indirectly benefit the environment since it allows for the creation of needed housing for those working in San Mateo County. Additional housing would likely reduce commuting by workers who currently live outside of the region or encourage public transit use, thereby lowering GHG emissions.

### **Alternatives**

The City Council could choose not to adopt the resolution authorizing staff to apply for the LEAP Grant funding. This alternative is not recommended since the Town would miss the opportunity to receive \$65,000 in non-competitive funding and be required to expend General Fund monies to update the Housing Element.

### **CONCLUSION**

Staff recommends that the City Council adopt a resolution authorizing the application for and receipt of LEAP Funds.

### **ATTACHMENTS**

- A. Resolution



**RESOLUTION NO. 2020-\_\_\_\_**  
**OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL  
GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS**

The City Council of the Town of Colma does hereby resolve as follows:

**1. Background.**

(a) Pursuant to Health and Safety Code 50515 et seq., the Department of Housing and Community Development ("Department") is authorized to issue a Notice of Funding Availability ("NOFA") as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the "Local Early Action Planning Grants program" or "LEAP").

(b) The City Council of the Town of Colma desires to submit a LEAP grant application package ("Application"), on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment.

(c) The Department has issued a NOFA and Application on January 27, 2020 in the amount of \$119,040,000 for assistance to all California Jurisdictions.

**2. Order.**

(a) The City Manager is hereby authorized and directed to apply for and submit to the Department the Application package.

(b) In connection with the LEAP grant, if the Application is approved by the Department, the City Manager of the Town of Colma is authorized to submit the Application, enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of \$65,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the Applicant's obligations related thereto, and all amendments thereto,

(c) The Applicant shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

(d) The City Manager is authorized to execute the Town of Colma LEAP application, the LEAP Grant Documents, and any amendments thereto, subject to any changes in form or technical language deemed necessary by the City Manager and City Attorney, on behalf of the Town of



Colma as required by the Housing and Community Development Department for receipt of the LEAP Grant.

***Certification of Adoption***

I certify that the foregoing Resolution No. \_\_\_\_ was adopted at a regular meeting of the City Council of the Town of Colma held on May 27, 2020 by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
John Irish Goodwin, Mayor					
Diana Colvin					
Raquel "Rae" Gonzalez					
Helen Fisicaro					
Joanne F. del Rosario					
<i>Voting Tally</i>					

Dated \_\_\_\_\_

\_\_\_\_\_  
John Irish Goodwin, Mayor

\_\_\_\_\_  
Caitlin Corley, City Clerk



# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Michael P. Laughlin, City Planner  
 Christopher J. Diaz, City Attorney  
 VIA: Brian Dossey, City Manager  
 MEETING DATE: May 27, 2020  
 SUBJECT: Accessory Dwelling Unit Ordinance

## RECOMMENDATION

Staff recommends that the City Council introduce the following ordinance:

AN ORDINANCE AMENDING VARIOUS PROVISIONS IN CHAPTER 5 AND REPEALING AND REPLACING SUBCHAPTER 5.19 OF THE COLMA MUNICIPAL CODE RELATING TO ACCESSORY AND JUNIOR ACCESSORY DWELLING UNITS AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA

## EXECUTIVE SUMMARY

New state laws relating to Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs), became effective on January 1, 2020. The bills were enacted to require jurisdictions in California to ease restrictions on additional units in single-family residential neighborhoods in order to increase the supply of housing in California. The law allows ADUs and JADUs by right (without discretionary approvals such as design review or a conditional use permit), either by conversion of existing space within the dwelling or garage or through an attached or detached addition. The ability for the Town to impose additional parking, a deed restriction on occupancy, or impact fees is extremely limited under the legislation.

## FISCAL IMPACT

The proposed ordinance may have a small fiscal impact on the Town because of services required for new residents if additional units are created as a result of the ordinance. Given that Colma is largely built-out and has relatively small lots, the number of potential units is anticipated to be small.

## BACKGROUND & EXISTING ORDINANCE

In 2017, the Town made substantial changes to the Municipal Code to ease standards for the creation of ADUs in response to state legislation at that time. The Town's current Municipal Code allows for single-family residences and ADUs in the following zones:

- R-S (Residential, Sterling Park) This is the residential neighborhood between El Camino Real and Hillside Boulevard and between F Street and B Street. The neighborhood contains a majority of single-family homes but also includes some multi-unit buildings that predate the zoning. Many of the lots are about 3,300 square feet.
- R (Residential) This zone includes three residences on Hillside Boulevard south of Lawndale Boulevard, all of which were initially built with ADUs.
- G (Cemetery). These units are in the form of caretaker units. There are several of these located on cemetery grounds.
- C (Commercial). The Town's commercial zoning allows for single-family residences in commercial zones and where allowed by the General Plan. Multi-family housing is also allowed in these limited areas. The location of these existing single-family residences includes Mission Road and Hillside Boulevard.

The Town's General Plan, Zoning Ordinance, and Housing Element encourage the creation of affordable housing through a variety of mechanisms including the allowance of ADUs in specified zones within the Town.

Below is a summary of current regulations for ADUs in Colma:

***Existing single-family residences within single family residential zones (R and R-S zones)***

ADUs are permitted within the footprint of an existing single-family structure located within a single-family residential zone. For these situations, the following rules currently apply:

- One unit must be owner occupied and a deed restriction recorded;
- The owner is not required to install a new or separate utility connection directly between the accessory dwelling unit and the utility or pay a related connection fee or capacity charge;
- The owner shall provide replacement off-street parking spaces to serve the primary residence if the proposed accessory dwelling unit would result from the conversion of an existing garage, carport or other covered parking structure. However, the applicant is not required to provide off-street parking to serve the accessory dwelling unit. The replacement parking spaces may be located in any configuration on the lot and may be provided as covered spaces, uncovered spaces or tandem spaces or by the use of mechanical automobile parking lifts.

***New ADUs in newly created space***

Colma's current Municipal Code allows an ADU to be constructed as a physical addition onto an existing single-family residence or as a detached structure.

## ANALYSIS AND NEW REQUIREMENTS

In 2019, the California Legislature approved, and the Governor signed into law a number of bills (“New ADU Laws”) that, among other things, amended Government Code section 65852.2 and 65852.22 to impose new limits on local authority to regulate ADUs and JADUs. The New ADU Laws took effect January 1, 2020, and because the Town’s ADU ordinance does not comply with the New ADU Laws, the Town’s ordinance became null and void on that date as a matter of law.

This proposed ordinance amends the Town’s local regulatory scheme for the construction of ADUs and JADUs to comply with the amended provisions of Government Code sections 65852.2 and 65852.22.

Without a local, compliant ordinance, the Town would have to approve ADUs and JADUs under the default state law provisions. The approval of ADUs and JADUs based solely on the default state law provisions, without local regulations governing height, setback, landscape, architectural review, among other things, threatens the character of existing neighborhoods, and negatively impacts property values, personal privacy, and fire safety.

Special rules apply to four types of ADUs/JADUS, including:

- JADUs and ADUs that are created by converting space in an existing or proposed primary dwelling or in an existing accessory structure,
- new construction of a detached ADU up to 800 sq. ft. and 16 feet in height, with a JADU also permitted,
- on a lot with existing multi-family residential, up to two detached units, and
- on a lot with existing multi-family residential, one or more converted ADUs created within existing non-livable space, up to an amount equal to 25 percent of the existing non-ADU units.

The following is a list of the changes in state law that are reflected in the attached draft ordinance:

- a. ***Review and Approval.*** The approval process for ADUs continues to be ministerial, with more restrictions. The Town will now have 60 days from submittal of a complete application – currently 120 days – to act on applications. If an ADU is built in conjunction with a single-family home, the approval process timeline is the same as the home.
- b. ***JADUs Must Be Allowed.*** Jurisdictions must now allow JADUs. Under prior state law, JADUs were optional. Both a JADU in an existing space and a new detached ADU up to 800 sq. ft. and 16 feet in height may occur on the same single-family lot, with some limitations.

c. ***Mandatory Approval on Single-Family Lots.*** Cities may not prohibit an owner of a single-family lot from building an ADU if it is:

- Created from existing space – Conversion of existing space including up to a 150 sq. ft. expansion for ingress and egress only.
- Newly constructed detached – Up to 800 sq. ft., 16 feet high, and subject only to 4-foot rear and side setbacks. No other standards apply, besides the building code.

d. ***Multifamily Lots May Include ADUs***

- In existing non-livable space – Multifamily dwelling structures may now include converted ADUs, but only if they are created from existing space that is not currently used for living (e.g., storage units, attics, garages). An owner may create at least one of these, regardless of the number of existing dwelling units, and may create more, up to an amount equal to 25 percent of the existing non-ADU units (example: 4-unit building would be allowed 1 ADU; a building with 8 to 11 units would be allowed 2 ADUs; and a 12-unit building would be allowed 3 ADUs). As with all types of ADUs, these must conform to the building code.
- New constructed detached – ADU owners may add up to two detached units in a newly constructed building (no more than 16 feet high with 4-foot side and rear setbacks)

e. ***Standards and Additional Limitations***

- *Correction of Nonconforming Zoning:* May not be required for any ADU that is approved ministerially under the new state laws.
- *Owner Occupancy:* Cities may not require for new ADUs built between 2020-2025 but must require for JADUs.
- *Short-term Rentals:* Jurisdictions may prohibit rentals for fewer than 30 days and in certain cases doing so is a requirement, such as if ADU falls under subsection (e) of Government Code section 65852.2.
- *Location:* ADUs and JADUs that are subject to special rules under Government Code section 65852.2, subdivision (e), are allowed in all residential and mixed-use zones. Other ADUs are allowed in all zones (e.g., residential, mixed-use, commercial) that allow any kind of residential use (single- or multifamily), with only limited exceptions where there is evidence that water and sewer infrastructure is inadequate or ADUs will have an adverse effect on traffic flow or public safety.
- *Lot Size:* Jurisdictions may no longer consider lot size when approving an ADU; lot coverage can still be considered if the ADU is more than 800 sq. ft
- *Impact Fees:* None if less than 750 sq. ft and proportional to primary unit if more than 750 sq. ft.
- *Maximum:* Must allow at least 850 sq. ft for 1 bedroom and 1000 sq. ft for 2 bedrooms, though other standards may indirectly restrict ADU size
- *Setbacks and Height:* 4-foot side and rear setbacks on all ADUs; no front-yard setback for ADUs subject to special rules under Government Code section

65852.2(e); front-yard setbacks for all other ADUs; and no limit on height below 16-foot

- *Parking*: The town may not require applicants to replace parking that is lost by demolishing or converting a garage, carport, or covered parking.

- f. ***Amnesty Program***. Allows owners to request delayed enforcement of building-code violations in an ADU for five years if there are no health and safety issues. Sunsets in 2030.

## **ENVIRONMENTAL REVIEW**

Under California Public Resources Code section 21080.17, the California Environmental Quality Act ("CEQA") does not apply to the adoption of an ordinance by a city or county implementing the provisions of section 65852.2 of the Government Code, which is California's ADU law and which also regulates JADUs, as defined by section 65852.22. Therefore, the proposed ordinance is statutorily exempt from CEQA in that the proposed ordinance implements the State's ADU law.

### **Council Adopted Values**

The recommendation is consistent with the Council value of *responsibility* because it will update Accessory Dwelling Unit requirements so that the Town's ordinance is consistent with state law, while also recognizing the unique characteristics of Colma.

### **Sustainability Impact**

The amendment allows for in-fill housing, which has a positive environmental and sustainability impact by conserving land resources and allowing for housing close to transit.

### **Alternative**

The City Council could choose not to introduce the ordinance which would keep the existing second unit (ADU) provisions in the CMC. However, because the Town's current provisions are not consistent with state law, the current provisions are null and void and only state law will control. Not adopting the ordinance is not recommended because doing so would forgo local control and the ability to guide ADU development to be more compatible with the Town's character and goals.

Introducing the ordinance is recommended since it clarifies local accessory dwelling unit requirements in compliance with state law.

## **CONCLUSION**

Staff recommends the City Council introduce and adopt the ordinance.

## **ATTACHMENTS**

- A. Ordinance



**ORDINANCE NO. \_\_\_\_**  
**OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**AN ORDINANCE AMENDING VARIOUS PROVISIONS IN CHAPTER 5 AND REPEALING  
AND REPLACING SUBCHAPTER 5.19 OF THE COLMA MUNICIPAL CODE RELATING TO  
ACCESSORY AND JUNIOR ACCESSORY DWELLING UNITS AND DETERMINING THE  
ORDINANCE TO BE EXEMPT FROM CEQA**

The City Council of the Town of Colma finds as follows:

- a) The Town of Colma, California ("City") is a municipal corporation, duly organized under the constitution and laws of the State of California;
- b) The Planning and Zoning Law authorizes cities to act by ordinance to provide for the creation and regulation of accessory dwelling units ("ADUs") and junior accessory dwelling units ("JADUs");
- c) In 2019, the California Legislature approved, and the Governor signed into law a number of bills ("New ADU Laws") that, among other things, amended Government Code section 65852.2 and 65852.22 to impose new limits on local authority to regulate ADUs and JADUs;
- d) The City desires to amend its local regulatory scheme for the construction of ADUs and JADUs to comply with the amended provisions of Government Code sections 65852.2 and 65852.22;
- e) Failure to comply with Government Code sections 65852.2 and 65852.22 (as amended) as of January 1, 2020 renders the Town's ordinance regulating ADUs and JADUs null and void, thereby limiting the City to the application of the few default standards provided in Government Code sections 65852.2 and 65852.22 for the approval of ADUs and JADUs;
- f) The approval of ADUs and JADUs based solely on the default statutory standards, without local regulations governing height, setback, landscape, architectural review, among other things, threatens the character of existing neighborhoods, and is likely to negatively impact property values, personal privacy, and fire safety;
- g) The City Council has reviewed and considered the public testimony and agenda reports prepared in connection with this ordinance, including the policy considerations discussed therein; and
- h) In accordance with the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq.) ("CEQA") and the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), the City has determined that the revisions to the Colma Municipal Code are exempt from environmental review.

The City Council of the Town of Colma does ordain as follows:



**ARTICLE 1. CMC SECTION 5.03.060 AMENDED.**

Section 5.03.060(b), subsection (1) is hereby amended as follows, with all other subsections remaining unchanged:

(b) The following uses may be permitted by the City Council on land located in the "G" Zone upon issuance of a use permit in accordance with the procedures set forth:

(1) Any use which not or hereafter may be customarily incident to a cemetery or memorial park use, including a single caretaker unit with or without an ADU or JADU as permitted in Section 5.03.19, flower shops, monument shops, crematoriums, and cemetery corporation yards;

[History: formerly § 5.312; ORD. 234, 3/14/79; ORD. 325, 11/13/85; ORD. 480, 5/10/95; ORD. 520, 12/10/97; ORD. 638, 12/14/05; ORD. 728, 10/9/13; ORD. 770, 3/22/17; ORD. 772, 7/26/17; ORD. XX, xx/xx/20]

---

**ARTICLE 2. CMC SECTION 5.03.080 AMENDED.**

Section 5.03.080(a), subsection (7) is hereby amended as follows, with all other subsections remaining unchanged:

(a) The following uses are permitted on land located within the "R-S" Zone:

(7) An accessory or junior accessory dwelling unit ~~within the existing single-family residential structure~~ as permitted in Subchapter 5.19; and

[History: formerly § 5.313.1, ORD. 536, 7/8/98, ORD. 617, 6/16/04; ORD. 638, 12/14/05; ORD. 685, 1/13/10; ORD. 706, 3/14/12; ORD. 724, 6/12/13; ORD. 728, 10/9/13; ORD. 770, 3/22/17; ORD. XX, xx/xx/20]

---

**ARTICLE 3. CMC SUBCHAPTER 5.19 REPEALED AND REPLACED.**

Subchapter 5.19 is hereby is repealed in its entirety and replaced as follows:

**CHAPTER FIVE: PLANNING, ZONING, USE, AND DEVELOPMENT OF LAND AND IMPROVEMENTS**

**Subchapter 5.19: Accessory and Junior Accessory Dwelling Units**

**5.19.010 Purpose.**

The purpose of this section is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with California Government Code sections 65852.2 and 65852.22.

## 5.19.020 Definitions.

For purposes of this chapter, the following definitions apply.

“Accessory dwelling unit” or “ADU” means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. An accessory dwelling unit also includes the following:

An efficiency unit, as defined by Section 17958.1 of the California Health and Safety Code; and

A manufactured home, as defined by Section 18007 of the California Health and Safety Code.

“Accessory Structure” means a structure that is accessory and incidental to a dwelling located on the same lot.

“Complete independent living facilities” means permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.

“Efficiency kitchen” means a kitchen that includes each of the following:

- A. A cooking facility with appliances.
- B. A food preparation counter or counters that total at least 15 square feet in area.
- C. Food storage cabinets that total at least 30 square feet of shelf space.

“Junior accessory dwelling unit” or “JADU” means a residential unit that:

- A. is no more than 500 square feet in size,
- B. is contained entirely within an existing or proposed single-family structure,
- C. includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure, and
- D. includes an efficiency kitchen, as defined above.

“Living area” means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.

“Nonconforming zoning condition” means a physical improvement on a property that does not conform with current zoning standards.

“Passageway” means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.

“Proposed dwelling” means a dwelling that is the subject of a permit application and that meets the requirements for permitting.

“Public transit” means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

“Tandem parking” means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

### 5.19.030 Effect of Conforming Accessory Dwelling Unit

An ADU or JADU that conforms to this chapter shall:

- A. Be deemed an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located;
- B. Be deemed a residential use that is consistent with the General Plan and the zoning designations for the lot; and
- C. Not considered in the application of any ordinance, policy, or program to limit residential growth; and
- D. Not required to correct a nonconforming zoning condition, as defined in section 5.19.020. This does not prevent the City from enforcing compliance with applicable building standards in accordance with Health and Safety Code section 17980.12.

### 5.19.040 Approvals

The following approvals apply to ADUs and JADUs under this section:

- A. **Building-permit Only.** If an ADU or JADU complies with each of the general requirements in subsection 5.19.050, it is allowed with only a building permit in the following scenarios:
  - 1. **Converted on Single-family Lot:** Except as set forth in subparagraph A.2 below, only one ADU or JADU on a lot with a proposed or existing single-family dwelling on it, where the ADU or JADU:
    - (a) Is either: within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress and meets required setbacks.
    - (b) Has exterior access that is independent of that for the single-family dwelling.
    - (c) Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes.

2. **Limited Detached on Single-family Lot:** One detached, new-construction ADU on a lot with a proposed or existing single-family dwelling (in addition to any JADU that might otherwise be established on the lot under subsection 5.19.040(A)(1), if the detached ADU satisfies the following limitations:
  - (a) The side- and rear-yard setbacks are at least four-feet.
  - (b) The total floor area is 800 square feet or smaller.
  - (c) The peak height above grade is 16 feet or less.
3. **Converted on Multifamily Lot:** Multiple ADUs within portions of existing multifamily dwelling structures that are not used as livable space, including but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages, if each converted ADU complies with state building standards for dwellings. At least one converted ADU under this paragraph is allowed within an existing multifamily dwelling, up to a quantity equal to 25 percent of the existing number of multifamily dwelling units.
4. **Limited Detached on Multifamily Lot:** No more than two detached ADUs on a lot that has an existing multifamily dwelling if each detached ADU satisfies the following limitations:
  - (a) The side- and rear-yard setbacks are at least four-feet.
  - (b) The peak height above grade is 16 feet or less.

**B. ADU Permit.**

1. Except as allowed under paragraph A.1 of this section, no ADU may be created without a building permit and an ADU permit in compliance with the standards set forth in subsections 5.19.050 and 5.19.060 below.
2. The City may charge a fee to reimburse it for costs incurred in processing ADU permits, including the costs of adopting or amending the City's ADU ordinance. The ADU-permit processing fee is approved by the City Council by resolution.

**C. Process and Timing.**

1. An ADU permit is considered and approved ministerially, without discretionary review or a hearing.
2. The City must act on an application to create an ADU or JADU under paragraphs A. or B above within 60 days from the date that the City receives a completed application, unless either:

- (a) The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay, or
- (b) When an application to create an ADU or JADU is submitted with a permit application to create a new single-family dwelling on the lot, the City may delay acting on the permit application for the ADU or JADU until the City acts on the permit application to create the new single-family dwelling, but the application to create the ADU or JADU will still be considered ministerially without discretionary review or a hearing.

### 5.19.050 General ADU and JADU Requirements

The following requirements apply to all ADUs and JADUs that are approved under paragraphs A. or B of section 5.19.040.

#### A. Zoning.

- 1. An ADU or JADU subject only to a building permit under subsection 5.19.040(A) above may be created on a lot in a residential or mixed-use zone.

B. **Fire Sprinklers.** Fire sprinklers are required in an ADU if sprinklers are required in the primary residence.

C. **Rental Term.** No ADU or JADU may be rented for a term that is 30 days or less.

D. **No Separate Conveyance.** An ADU or JADU may be rented, but no ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a single-family lot) or from the lot and all of the dwellings (in the case of a multifamily lot).

#### E. Owner Occupancy.

- 1. All ADUs created before January 1, 2020 are subject to the owner-occupancy requirement that was in place when the ADU was created.
- 2. An ADU that is created after that date but before January 1, 2025, is not subject to any owner-occupancy requirement.
- 3. All ADUs that are created on or after January 1, 2025 are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property as the person's legal domicile and permanent residence.
- 4. All JADUs are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or JADU, as the person's legal domicile and permanent residence. However, the owner-occupancy requirement of this paragraph does not apply if the property is entirely

owned by another governmental agency, land trust, or housing organization.

**F. Income Reporting.** In order to facilitate the city's obligation to identify adequate sites for housing in accordance with Government Code sections 65583.1 and 65852.2, the following requirements must be satisfied:

1. With the building-permit application, the applicant must provide the city with an estimate of the projected annualized rent that will be charged for the ADU or JADU.
2. Within 90 days after each yearly anniversary of the issuance of the building permit, the owner must report the actual rent charged for the ADU or JADU during the prior year. If the city does not receive the report within the 90-day period, the city may send the owner a notice of violation and allow the owner another 30 days to submit the report. If the owner fails to submit the report within the 30-day period, the city may enforce this provision in accordance with applicable law.

**G. Notice of Construction.**

At least ten business days before starting any construction of an ADU or JADU, the property owner must give written notice to all the owners of record of each of the adjacent residential parcels, which notice must include the following information:

1. Notice that construction has been authorized,
2. The anticipated start and end dates for construction,
3. The hours of construction,
4. Contact information for the project manager (for construction-related complaints), and
5. Contact information for the Building & Safety Department.
6. This notice requirement does not confer a right on the noticed persons or on anyone else to comment on the project before permits are issued. Approval is ministerial. Under state law, the City has no discretion in approving or denying a particular ADU project under this section. This notice requirement is purely to promote neighborhood awareness and expectation.

**5.19.060 Specific ADU Requirements**

The following requirements apply only to ADUs that require an ADU permit under subsection 5.19.040 B., above.

**A. Maximum Size.**

1. The maximum size of a detached or attached ADU subject to this section 5.19.060 is 850 square feet for a studio or one-bedroom unit and 1,000 square feet for a unit with two bedrooms. No more than two bedrooms are allowed.
2. An attached ADU that is created on a lot with an existing primary dwelling is further limited to 50 percent of the floor area of the existing primary dwelling, subject to subsection A.3 below.
3. Application of other development standards in this section 5.19.060, such as FAR or lot coverage, might further limit the size of the ADU, but no application of the percent-based size limitation in paragraph A.2 of this section, or of FAR, lot coverage, or open-space requirements may require the ADU to be less than 800 square feet.

**B. Floor Area Ratio (FAR).** No ADU subject to this section 5.19.060 may cause the total FAR of the lot to exceed 45 percent, subject to paragraph A.3 of this section.

**C. Lot Coverage.** No ADU subject to this section 5.19.060 may cause the total lot coverage of the lot to exceed 50 percent, subject to paragraph A.3 of this section.

**D. Height.** An ADU may not exceed 16 feet in height above grade, measured to the peak of the structure, and one story.

**E. Passageway.** No passageway, as defined in section 5.19.020, is required for an ADU.

**F. Setbacks.**

1. No part of any ADU subject to this section 5.19.060 may be located within 19 feet of the front property line.
2. No part of any ADU subject to this section 5.19.060 may be located within 15 feet of a street-facing property line.
3. No part of any ADU subject to this section 5.19.060 may be located within four feet of a side or rear property line.
4. No setback is required for an ADU that is subject to this subsection F if the ADU is constructed in the same location and to the same dimensions as an existing structure.

## **G. Parking.**

1. Generally. One off-street parking space is required for each ADU. The parking space may be provided in setback areas or as tandem parking, as defined by section 5.19.020.
2. Exceptions. No parking under paragraph G.1 of this section 5.19.040 is required in the following situations:
  - (a) The ADU is located within one-half mile walking distance of public transit, as defined in section 5.19.020.
  - (b) The ADU is located within an architecturally and historically significant historic district.
  - (c) The ADU is part of the proposed or existing primary residence or an accessory structure under paragraph A of section 5.19.060.
  - (d) When on-street parking permits are required but not offered to the occupant of the ADU.
  - (e) When there is an established car share vehicle stop located within one block of the ADU.
3. No Replacement. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.

## **H. Architectural Requirements.**

The following architectural standards shall apply to ADUs that are approved under paragraph B of section 5.19.040:

1. The materials and colors of the exterior walls, roof, and windows and doors must match the appearance and architectural design of those of the primary dwelling.
2. The roof slope must match that of the dominant roof slope of the primary dwelling. The dominant roof slope is the slope shared by the largest portion of the roof.
3. The exterior lighting must be limited to down-lights unless otherwise required by the building or fire code.
4. The ADU must have an independent exterior entrance, apart from that of the primary dwelling. The ADU entrance must be located on the side or rear building façade, not facing a public-right-of-way.



5. The interior horizontal dimensions of an ADU must be at least 10 feet wide in every direction, with a minimum interior wall height of seven feet.
6. Windows and doors of the ADU may not have a direct line of sight to an adjoining residential property. Fencing, landscaping, or privacy glass may be used to provide screening and prevent a direct line of sight.
7. All windows and doors that are less than 30 feet from a property line that is not a right-of-way line must either be (for windows) clerestory with the bottom of the glass at least six feet above the finished floor, or (for windows and for doors) utilize frosted or obscure glass.

**I. Landscape Requirements.**

1. Within the 4-foot or greater side setback and for a minimum depth of at least 4 feet along a back fence, landscaping shall be maintained that includes groundcover with automatic irrigation that still allows for fire-access in the setback area. Paving of the entire rear yard setback area is prohibited.
2. In addition to the maintenance of fence of at least five (5) feet in height between properties, specimen plantings or a trellis with vines shall be provided in the setback area that provides landscaping and privacy screening of the ADU or JADU from windows or outdoor living areas of adjoining properties.

**J. Historical Protections. The following requirements apply to ADUs on or within 600 feet of real property that is listed in the California Register of Historic Resources:**

1. Accessory dwelling units may only be located within an existing structure or located with no direct line of sight to any portion of the ADU from a public right-of-way.
2. The architectural treatment of an ADU to be constructed on a lot that has an identified historical resource listed on the federal, state, or local register of historic places must comply with the Secretary of the Interior's objective Standards for Preservation, Rehabilitation, Restoration, or Reconstruction the Treatment of Historic Properties, as applicable.

**5.19.070 Deed Restriction.**

Prior to issuance of a building permit for an ADU or JADU, a deed restriction must be recorded against the title of the property in the County Recorder's office and a copy filed with the City Planner. The deed restriction must run with the land and bind all future owners. The form of the deed restriction will be provided by the City and must provide that:

1. The ADU or JADU may not be sold separately from the primary dwelling.

2. The ADU or JADU is restricted to the approved size and to other attributes allowed by this section.
3. The deed restriction runs with the land and may be enforced against future property owners.
4. The deed restriction may be removed if the owner eliminates the ADU or JADU, as evidenced by, for example, removal of the kitchen facilities. To remove the deed restriction, an owner may make a written request of the Director, providing evidence that the ADU or JADU has in fact been eliminated. The City Planner may then determine whether the evidence supports the claim that the ADU or JADU has been eliminated. Appeal may be taken from the Director's determination consistent with other provisions of this Code. If the ADU or JADU is not entirely physically removed but is only eliminated by virtue of having a necessary component of the ADU or JADU removed, the remaining structure and improvements must otherwise comply with applicable provisions of this Code.
5. The deed restriction is enforceable by the City Planner or his or her designee for the benefit of the City. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the City is authorized to obtain any remedy available to it at law or equity, including, but not limited to, obtaining an injunction enjoining the use of the ADU or JADU in violation of the recorded restrictions or abatement of the illegal unit.

## **5.19.080 Fees**

### **A. Impact Fees.**

1. No impact fee is required for an ADU that is less than 750 square feet in size.
2. Any impact fee that is required for an ADU that is 750 square feet or larger in size must be charged proportionately in relation to the square footage of the primary dwelling unit. (E.g., the floor area of the primary dwelling, divided by the floor area of the ADU, times the typical fee amount charged for a new dwelling.) "Impact fee" here includes fees that are subject to the Mitigation Fee Act and fees under the Quimby Act; it does not include any connection fee or capacity charge for water or sewer service.

### **B. Utility Fees.**

1. If an ADU or JADU is constructed with a new single-family home, a separate utility connection directly between the ADU or JADU and the utility and payment of the normal connection fee and capacity charge for a new dwelling are required.

2. Except as described in subsection B.1 above, converted ADUs and JADUs on a single-family lot that are created under section 5.19.040, paragraph A.1, above are not required to have a new or separate utility connection directly between the ADU or JADU and the utility. Nor is a connection fee or capacity charge required.
3. All ADUs not covered by paragraphs B.1 or B.2 of this section require a new, separate utility connection directly between the ADU and the utility. The connection is subject to a connection fee or capacity charge that is proportionate to the burden created by the ADU, based on either the floor area or the number of drainage-fixture units (DFU) values, as defined by the Uniform Plumbing Code, upon the water or sewer system. The fee or charge may not exceed the reasonable cost of providing this service.

### **5.19.090 Nonconforming ADUs and Discretionary Approval**

Any proposed ADU or JADU that does not conform to the objective standards set forth in the other sections of this chapter may be allowed by the City with a Conditional Use Permit, in accordance with Section 5.030.400 through 5.030.430.

[History: ORD. 770, 3/22/17; ORD. XX, xx/xx/20]

---

## **ARTICLE 4. SEVERABILITY.**

Each of the provisions of this Ordinance is severable from all other provisions. If any article, section, subsection, paragraph, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

---

## **ARTICLE 5. EXEMPT FROM CEQA.**

Under California Public Resources Code section 21080.17, the California Environmental Quality Act ("CEQA") does not apply to the adoption of an ordinance by a city or county implementing the provisions of section 65852.2 of the Government Code, which is California's ADU law and which also regulates JADUs, as defined by section 65852.22. Therefore, the proposed ordinance is statutorily exempt from CEQA in that the proposed ordinance implements the State's ADU law.

In addition to being statutorily exempt from CEQA, the proposed ordinance is also categorically exempt from CEQA under the Class 3 exemption set forth in State CEQA Guidelines section 15303. The Class 3 exemption categorically exempts from CEQA, among other things, the construction and location of new, small structures and the conversion of existing small structures from one use to another. Section 15303 specifically lists the construction of appurtenant accessory structures and garages as examples of activity that expressly falls within this exemption. Here,

the ordinance is categorically exempt under the Class 3 exemption because the ordinance regulates the conversion of existing structures into, and the new construction of, ADUs and JADUs, which are, by definition, structures that are accessory to a primary dwelling on the lot. Moreover, the City Council finds that none of the “exceptions” to the use of the Class 3 exemption, set forth in State CEQA Guidelines section 15300.2, apply here. Specifically, the City Council finds that the ordinance will:

- (1) Not result in the construction of ADUs within a particularly sensitive environment because these accessory structures will necessarily be built on a lot already developed with a primary dwelling;
- (2) Not result in a potentially significant cumulative impact because ADU's and JADU's will only be built on a percentage of lots already developed with a primary dwelling;
- (3) Not result in a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances because all of Colma's existing dwelling units are located within a developed urbanized area;
- (4) Not result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway because the development of ADU's will only be developed in areas where scenic resources do not exist;
- (5) Not be located on a hazardous waste site included on any list compiled pursuant to § 65962.5 of the Government Code because no property zoned for residential use is located on a hazardous waste site; or
- (6) Not result in a substantial adverse change in the significance of a historical resource because historical resources are subject to a separate review and permitting system.

---

#### **ARTICLE 6. EFFECTIVE DATE.**

This ordinance, or a summary thereof prepared by the City Attorney, shall be posted on the three (3) official bulletin boards of the Town of Colma within 15 days of its passage and is to take force and effect thirty (30) days after its passage.

---

#### **ARTICLE 7. NOTICE OF EXEMPTION.**

The City Council hereby directs staff to prepare, execute and file with the San Mateo County Clerk a Notice of Exemption within five working days of first reading of this ordinance.

---

**ARTICLE 8. FILING.**

The City Clerk shall submit an adopted copy of this ordinance to the Department of Housing and Community Development within 60 days after adoption.

---

**ARTICLE 9. RECORD OF PROCEEDINGS.**

The documents and materials that constitute the record of proceedings on which this Ordinance and the above findings have been based are located at City Hall, Office of the City Clerk, 1198 El Camino Real, Colma, CA 04014

**Certificate of Adoption**

I certify that the foregoing Ordinance No. \_\_\_\_ was duly introduced at a meeting of the City Council of the Town of Colma held on May 27, 2020 and duly adopted at a regular meeting of said City Council held on \_\_\_\_\_, 2020 by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
John Irish Goodwin, Mayor					
Diana Colvin					
Helen Fisicaro					
Raquel Gonzalez					
Joanne F. del Rosario					
<i>Voting Tally</i>					

Dated \_\_\_\_\_

\_\_\_\_\_  
John Irish Goodwin, Mayor

Attest: \_\_\_\_\_  
Caitlin Corley, City Clerk



# STAFF REPORT

TO: Mayor and Members of the City Council  
 FROM: Pak Lin, Administrative Services Director  
 VIA: Brian Dossey, City Manager  
 MEETING DATE: May 27, 2020  
 SUBJECT: Financial Projection Balancing Strategy

---

## RECOMMENDATION

Staff recommends that the City Council adopt:

RESOLUTION APPROVING THE USE OF UNASSIGNED RESERVE AND REDUCING THE  
 OPEB AND PENSION TRUST CONTRIBUTIONS IN FY 2019-20 AND FY 2020-21

## EXECUTIVE SUMMARY

The Town, under the leadership of the City Council, acted responsibly in slowing the spread of COVID-19, beginning in March 2020, and acted honorably in providing key essential services to residents while keeping Town employees financially stable. However, COVID-19 and the Shelter in Place order has created a \$2.88 million revenue shortfall in FY 2019-20 and an additional \$1.79 million revenue shortfall in FY 2020-21. On May 13, 2020, the City Council provided feedback on cost cutting measures to reduce and preserve the Town's reserve. It is through the many cost cutting measures discussed below that has reduced the operating deficit to \$2.54 million in FY 2019-20 and an additional \$2.20 million in FY 2020-21. Without these cost cutting measures, the Town would deplete its \$10.66 million of unassigned reserves. The use of unassigned reserves and the reduction of the trust contributions are part of the general fund projection, as well as a hiring freeze, minimal to no discretionary spending, and deferral of all capital purchases. The Town will continue to stay vigilant and prepare quarterly projections as to allow a faster response to the fiscal challenges created by the COVID-19 crisis.

## FISCAL IMPACT

By approving the attached resolution, the City Council is authorizing the reduction in the Town's General Fund unassigned reserve by \$2.54 million in FY 2019-20 and by \$2.20 million in FY 2020-21. The City Council will also reduce the PARS Trust contributions to be:

	FY 2019-20 (May and June)	FY 2020-21 (entire year)
Pension Trust	\$ 202,874	\$ 249,972
OPEB Trust	\$ 134,114	\$ 737,964

## BACKGROUND

On May 13, 2020, the City Council held a study session to discuss the Town's current financial situation. Based on the data received thru March 30, 2020, the Town is expecting a \$2.88 million revenue shortfall in FY 2019-20 and an additional revenue shortfall of \$1.79 million in FY 2020-21. The cause of the revenue shortfall is unexpected and is a result from business closures in response to the rapid spread of COVID-19 and an attempt to flatten the curve.

While the economic impact of COVID-19 is widespread, State and Federal stimulus funds are currently favoring individuals, businesses, and larger organizations. As of May 13, 2020, the only local financial assistance available to Colma is the \$3.0 trillion Local Coronavirus Relief Fund proposed by Congresswoman Jackie Speier. If passed in its current format, the Town of Colma will be allocated \$0.7 million of the \$3 trillion. The financial relief will offset about one month of revenue shortfall. Unless more resources are available, Colma must remain self-reliant in preserving and protecting the Town's financial well-being.

In reviewing the expenditure budget, Staff understood the intricate balance between reducing expenditures and providing the best public support through the COVID-19 crisis. Right now, Town residents and businesses rely on the Town for their safety and wellbeing. While preserving the Town's financial health, the Town redeployed staff and resources to areas with more urgency and importance. This includes holding virtual recreation classes, delivering food and necessities to the high risk residents, keeping Town Staff financially whole for as long as possible, maintaining public safety responsiveness, and redirecting funding to critical capital needs.

To address this revenue shortfall and preserve the reserve, Staff reviewed the expenditure budget and identified \$1.30 million of budget savings in FY 2019-20 and another \$2.13 million expenditure reductions in FY 2020-21, bringing the total operating deficit to \$2.54 million in FY 2019-20 and \$2.20 million in FY 2020-21.

General Fund (in Million)	2019-20 Budget [a]	2019-20 Projection [b]	Over/(Under) Budget [a]-[b]	2020-21 Projection [c]	Change from 2019-20 Incr/ (Decr) [c]-[b]
Revenues	\$ 17.74	\$ 14.86	\$ (2.88)	\$ 13.07	\$ (1.79)
Less: Expenditures & Transfers	(18.70)	(17.40)	1.30	(15.27)	2.13
Operating Surplus / (Deficit)	\$ (0.96)	\$ (2.54)	\$ (1.58)	\$ (2.20)	\$ 0.34

The cost cutting measures included significant reduction in discretionary and contingency spending and well as the following items.

- Hiring freeze of all vacant positions until January 2021, including the Recreation Manager, Police Officer, Part time positions, and Chief of Police. However, it does include the cost for an Interim Police Chief. \$ 221,000
- Reduce contribution to OPEB and Pension Trust by half. \$987,935
- Suspend capital purchases and fleet allocation for one year – including deferring minor facility repair and maintenance. \$300,000
- Postpone all capital programs that have not started or can easily hold off and transfer the funds to grant-funded capital projects. The projects that will continue until completion are Mission Road Improvement, El Camino Bicycle and Pedestrian, General Plan Update, Climate Action Plan Update, Radio Update at Police Station, and purchase and integration of the Record Management System. \$245,000
- Suspend transfer of \$500,000 from General Fund to Capital Fund. \$500,000
- Continued General Fund support of to the COPS Grant operation, but Staff will present options to reduce or eliminate General Fund subsidy. \$40,000
- Suspend water intensive program, which reduces the Town's transfer to support sewer operation from \$130,000 to \$40,000. \$40,000
- Cancel the Town Picnic in September 2020. \$19,000
- Cancel the Town Holiday party in December 2020. \$35,000
- Limit the Kumon enrollment to one class per child and request Kumon to transfer group discount to Colma residents. Current cost is \$70,000 per year. Unknown
- Maintain City Council grants at same level as FY 19-20 and evaluate the budget while evaluating the grant. \$95,000
- Continue funding economic development program (formally, Chamber of Commerce). \$25,000



- Research into alternatives to reduce the Town's earthquake insurance through increase in deductibles or insuring higher-risk buildings only. Unknown

These cost cutting measures are insufficient to offset the revenue shortfall resulting from business closures during the Shelter in Place order. The use of reserves is needed to bridge the operating deficit.

## ANALYSIS

From many years of strong fiscal leadership of the City Council, the Town has a reserve of \$24.86 million as of March 31, 2020, with \$10.66 million in unassigned. The unassigned reserve represents about half of the year's operation.

To address the operating deficit of \$2.54 million in FY 2019-20 and \$2.20 million in FY 2020-21, Staff needs City Council authorization to reduce the pension and OPEB trust contributions and to use unassigned reserves. The Town makes monthly contribution to the OPEB Trust and an annual contribution to the Pension Trust. The annual contributions are based on the corresponding actuarial reports. The Town may elect to change its contribution amount, but a formal approval is preferred. The reduced May and June contribution to OPEB and Pension Trusts will equal \$134,114 and \$202,874, respectively. The amounts for FY 2020-21 will be \$737,964 and \$249,972, respectively.

The amount of unassigned reserves needed for FY 2019-20 (\$2,541,946) and FY 2020-21 (\$2,220,682) represents the maximum reserve needed from now until June 30, 2021. Staff is committed to using as little as possible. Staff will also begin research on the following cost cutting measures to prepare for the aftermath of the current COVID-19 crisis. These additional cost cutting measures may take up to a year to implement and may require some spending.

	<u>Spending</u>	<u>Annual Savings</u>
• Contract to complete sewer fee study to make sewer enterprise a self-funding operation Fees collected will be restricted for sewer operations and sewer capital improvements.	\$50,000	\$130,000 plus capital
• Halt OPEB and Pension Trust contribution for the entire year		\$987,935
• Halt OPEB and Pension Trust contribution but rather pay the amount to CalPERS directly to offset the increase in pension liability as a result of the financial crisis brought on by COVID-19	\$1,975,871	Further analysis is needed on the savings
• 5% Furlough ~ 2 hours less pay a week		\$75,000
• Delay or eliminate the scheduled 2% COLA in July 2020 and January 2021		\$195,000
• Layoff three employees ~ \$120,000/employee		\$360,000
• Continue project to annex Sterling Park lighting district into the Town's operation	\$50,000	Further analysis is required

	<u>Spending</u>	<u>Annual Savings</u>
• Engage with Housing Investment Project or Housing Endowment and Regional Trust for the potential sale of 1365 Mission Road	\$20,000	Up to \$800,000
• Collaborate with San Mateo County to update the Countywide Local Hazard Mitigation Plan (LHMP). Updating of LHMP is required to be eligible for State and Federal grants.	\$10,000	
• Outsource business license processing	\$10,000 Annual	Save on staff time and postage
• Continue the search for technology to streamline and increase transparency and promote public engagement	Unknown	Unknown

### **Reasons For the Recommended Action/Findings**

In accordance with Colma Administrative Code 4.01.180 (b), Staff is seeking City Council approval to use unassigned reserves to offset the operating deficit created by the COVID-19 crisis. The use of unassigned reserves will allow the Town to continue to operate and provide essential services to its businesses and residents during this crisis.

The Town is requesting City Council authorization to alter the pension and OPEB trusts contribution for FY 2019-20 and FY 2020-21. This action allows staff to reduce payment to PARS trust and to redeploy to essential service needs.

### **Council Adopted Values**

The City Council performed *responsibly* through careful consideration of all cost cutting measures discussed in length during the May 13, 2020 Financial Projection Study Session. The authorization to use unassigned reserves and to reduce the trust contributions shows the City Council flexibility when facing unforeseen circumstances, an attribute of *Vision*.

### **CONCLUSION**

COVID-19 presented an unprecedented challenge physically, emotionally, and financially. It is through the City Council's commitment to Staff and to the public that employees remain financial secure and the public is supported through the innovative programs created by Town Staff. The authorization to use unassigned reserves to offset the operating deficit and to reduce trusts contributions allows the Town to continue to support the public while preserving the Town's healthy reserve balance.

### **ATTACHMENTS**

- A. Resolution



**RESOLUTION NO. 2020-\_\_**  
**OF THE CITY COUNCIL OF THE TOWN OF COLMA**

**RESOLUTION APPROVING THE USE OF UNASSIGNED RESERVE AND REDUCING THE  
OPEB AND PENSION TRUST CONTRIBUTIONS IN FY 2019-20 AND FY 2020-21**

The City Council of the Town of Colma does resolve as follows.

**1. Background**

(a) Novel coronavirus (COVID-19) spread quickly in San Mateo County beginning March 2, 2020;

(b) In response to the quick spread of COVID-19, San Mateo County and the State of California issued a "Shelter in Place" (SIP) order, effective March 16, resulting in all non-essential businesses to close immediately;

(c) The SIP order created a significant revenue shortfall for the Town, with an estimate of \$2.88 million in FY 2019-20 and an additional \$1.79 million in FY 2020-21;

(d) On March 13, 2020, the Town held a study session to discuss the fiscal impact of COVID-19 and the cost cutting measures to be included to reduce the operating deficit;

(e) The cost cutting measures included reducing discretionary spending, halting recruitment of all vacant positions, suspending capital and fleet purchases and annual transfer to capital improvement fund, postponing capital projects where possible, cancelling Town Picnic and Holiday Party, and reducing contribution to PARS Trusts for pension and OPEB; and

(f) The cost cutting measures are insufficient to offset the revenue shortfall requiring the use of reserves in FY 2019-20 and FY 2020-21, in the amount of \$2.54 million and \$2.20 million respectively.

**2. Findings and Order.**

(a) *Authorization for the use of reserves.* Colma Administrative Code 4.01.180 (b) requires City Council approval for use of reserves above \$50,000. The maximum amount of reserves needed for FY 2019-20 is \$2.54 million and for FY 2020-21 is \$2.20 million.

(b) *Authorization to reduce PARS trusts contributions.* City Council approval is required by PARS Trusts for alteration to OPEB and pension contribution. The amounts are as followed:

	FY 2019-20 (May and June)	FY 2020-21 (entire year)
Pension Trust	\$ 202,874	\$ 249,972
OPEB Trust	\$ 134,114	\$ 737,964

### Certification of Adoption

I certify that the foregoing Resolution No. 2020-\_\_ was duly adopted at a regular meeting of the City Council of the Town of Colma held on May 27, 2020, by the following vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
John Irish Goodwin, Mayor					
Diana Colvin					
Raquel "Rae" Gonzalez					
Helen Fisicaro					
Joanne F. del Rosario					
<i>Voting Tally</i>					

Dated \_\_\_\_\_

\_\_\_\_\_  
John Irish Goodwin, Mayor

Attest: \_\_\_\_\_  
Caitlin Corley, City Clerk