

**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: 225-37th Avenue San Mateo, CA 94403
Telephone: 650.573.2912
Facsimile: 650.573.2788
Email: JFraser@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

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 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 31st 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 15th 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 31st 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, 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
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:

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

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



COUNTY OF SAN MATEO
DEPARTMENT OF PUBLIC WORKS

CONSTRUCTION SERVICES SECTION

30 Tower Road

San Mateo, CA 94402

Phone: (650) 312-5310 Fax: (650) 312-5556



ESTIMATE

Public Health

March 16, 2009
CSS Est. #72626

Attn: Brian Zamora

Phone: 650-573-3426

RE: **Maintenance and Repair**
Peninsula 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: \$ 15,120.00

- 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
• Roof:	\$ 5,670.00

- Perform exterior lighting work: \$ 13,230.00
- Install exit signs: \$ 275.00 each*

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

Total Estimate Price for ELECTRICAL: \$ 58,293.00 (without exit signs)

SCOPE OF WORK: *PLUMBING*

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

Spay & Neuter Clinic

- The unisex 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 BIBBs need to have a vacuum breaker installed.
- The Fire Inspector Test Drain needs to be strapped to the wall..

Cat Area

- Hose BIBB attached to fence.

Roof Area

- Sleepers 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 leaks. 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, 5'-0" radius for wheelchair.
 - Improper grab bar size and location.
 - Urinals do not meet height requirement and/or spacing.
- Drinking fountains not to ADA specifications.

*Without a specific scope of work from the requester/customer, it is difficult to provide a cost estimate on the aforementioned items. Most are small things 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: \$ 39,900.00
- 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) sheetrock patches in multiple areas of wall and ceiling: \$ 22,050.00
- Perform no more than 6 small (6'x6' or smaller) vct and/or carpet repairs: \$ 8,400.00
- Repair & shore 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 940' of exterior siding, trim, z channel & vapor barrier: \$ 186,900.00
- Caulk, prime (where needed), and paint exterior wood siding & trim: \$ 44,100.00

Total Estimate Price for CONSTRUCTION/CARPENTRY: \$ 352,800.00

GRAND TOTAL ESTIMATE PRICE: \$ 411,093.00 (without plumbing or exit signs).

***NOTES:**

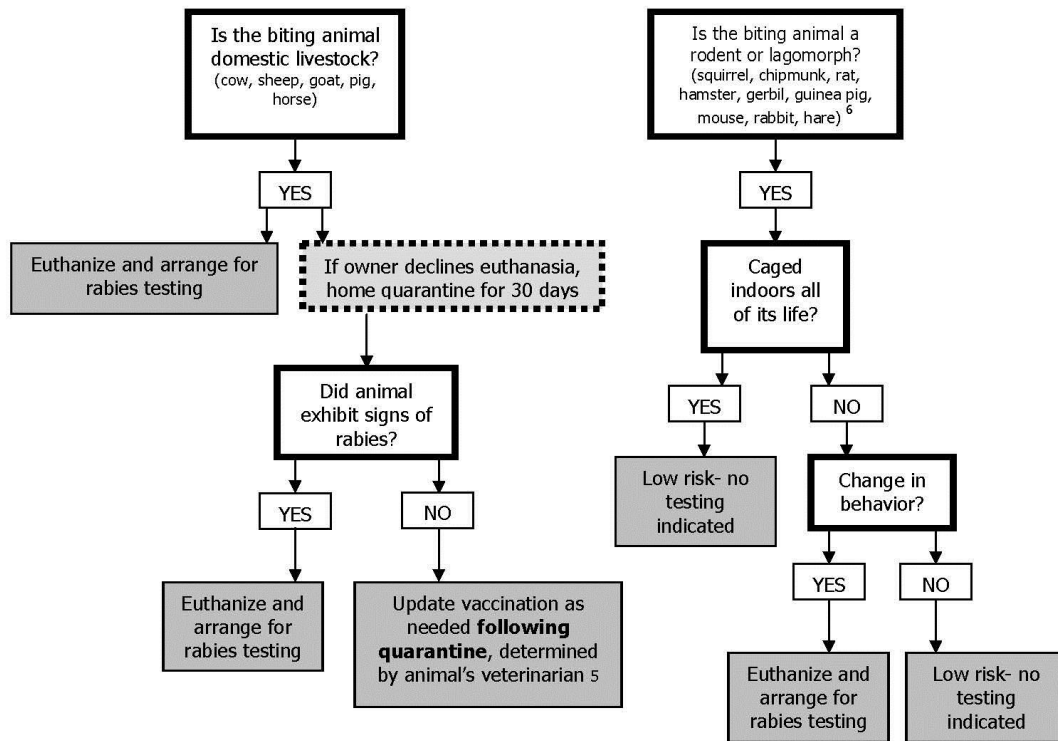
- ✓ Please keep in mind that access to areas may be limited, occupied or restricted.
 - ✓ Scheduling will take time and cooperation between all parties will be necessary to ensure impact to the public, staff, and tenants will be as minimal as possible.
 - ✓ Do to the age and state of repair for much 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 foreseen; 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 to the scope of work as detailed above will be done by authorized change order only.

EXCLUSIONS:

- 1) Anything not noted 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) _____ (Initial)
Meetings.
- 4) Acts of nature.
 - a. Delays in work.

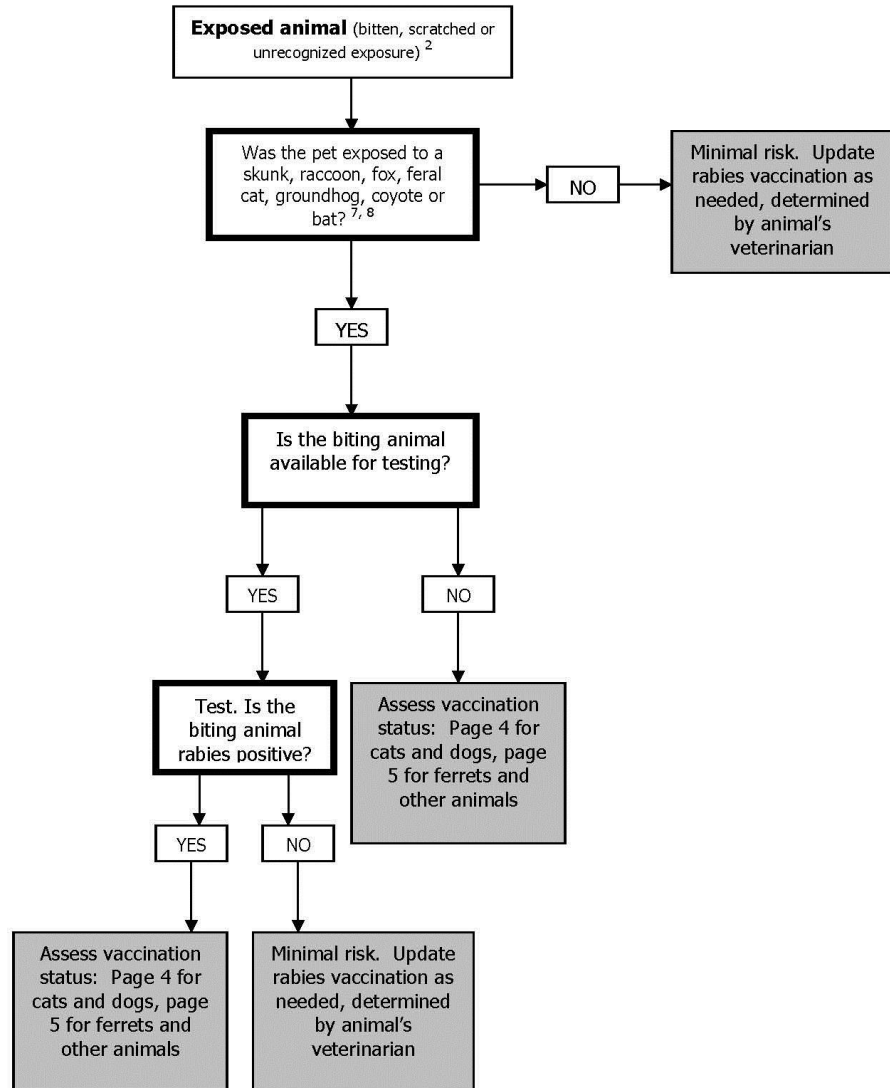
ATTACHMENT 2

QUARANTINE ALGORITHM FOR **BITING** DOMESTIC MAMMALS



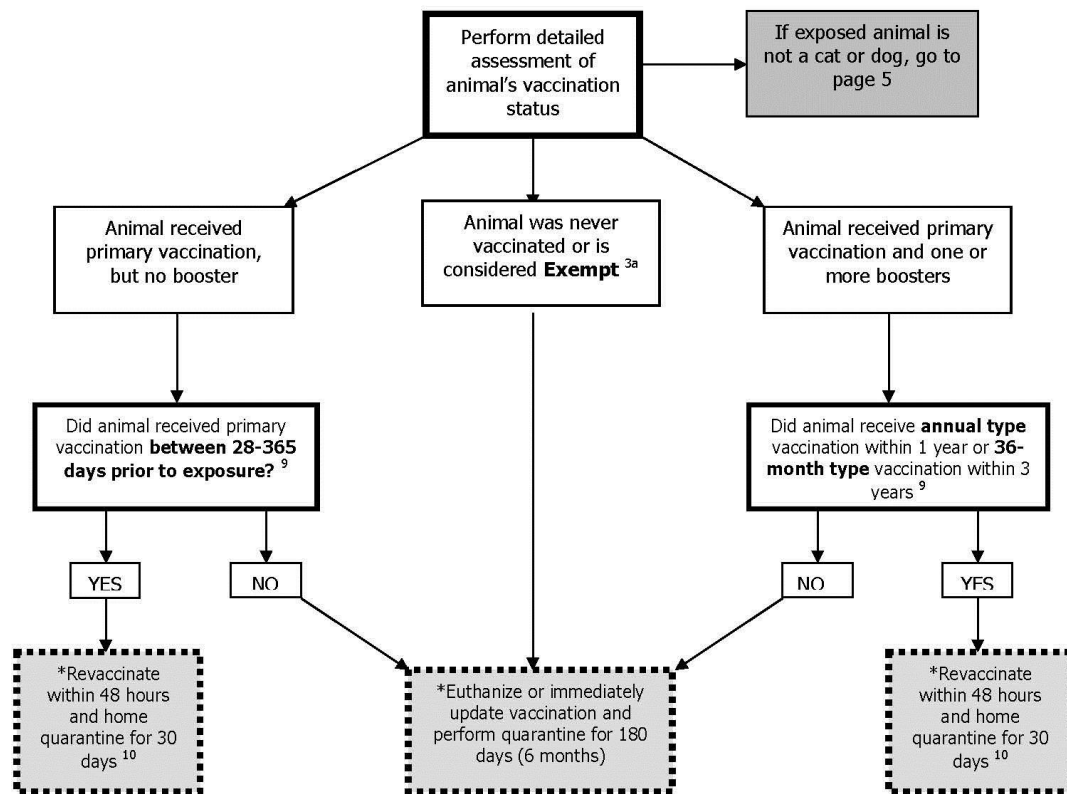
Revised/Approved 2/5/14

QUARANTINE ALGORITHM FOR EXPOSED DOMESTIC MAMMALS - GENERAL



Revised/Approved 2/5/14

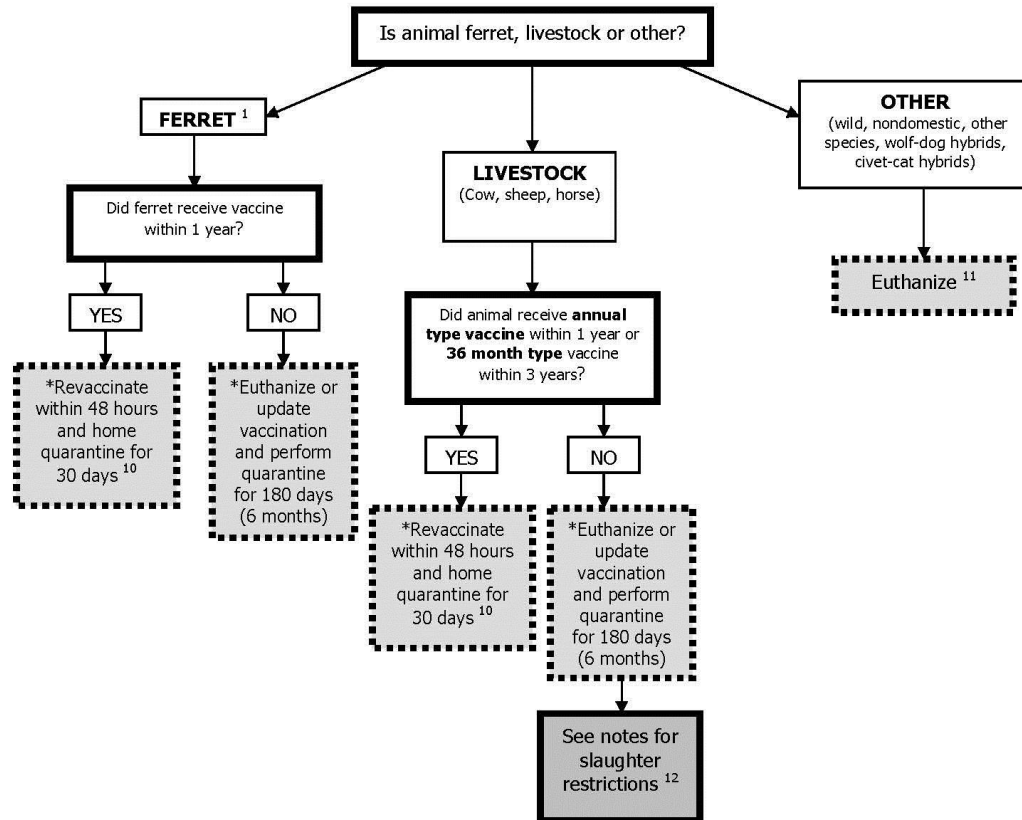
QUARANTINE ALGORITHM FOR EXPOSED DOMESTIC MAMMALS – CATS AND DOGS



***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



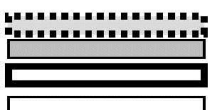
***If animal displays signs of rabies – euthanize and test for rabies. The animal's veterinarian or a shelter veterinarian should perform any vaccination.**

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 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

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