

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

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

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

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

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

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit C, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit E. In no event shall the County's fiscal obligation under this Services Agreement exceed the \$38,056,663, except as provided by 7.1 of this Services Agreement.

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

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

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

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

9.1 Term of Services Agreement. Subject to compliance with all terms and conditions, the term of this Services Agreement shall be from July 1, 2015, through June 30, 2021.

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

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

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

In the case of County, to:

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

In the case of Contractor, to:

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

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

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

For Contractor: PENINSULA HUMANE SOCIETY

Contractor Signature	Date	Name of Signing Person (please print)
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COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

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

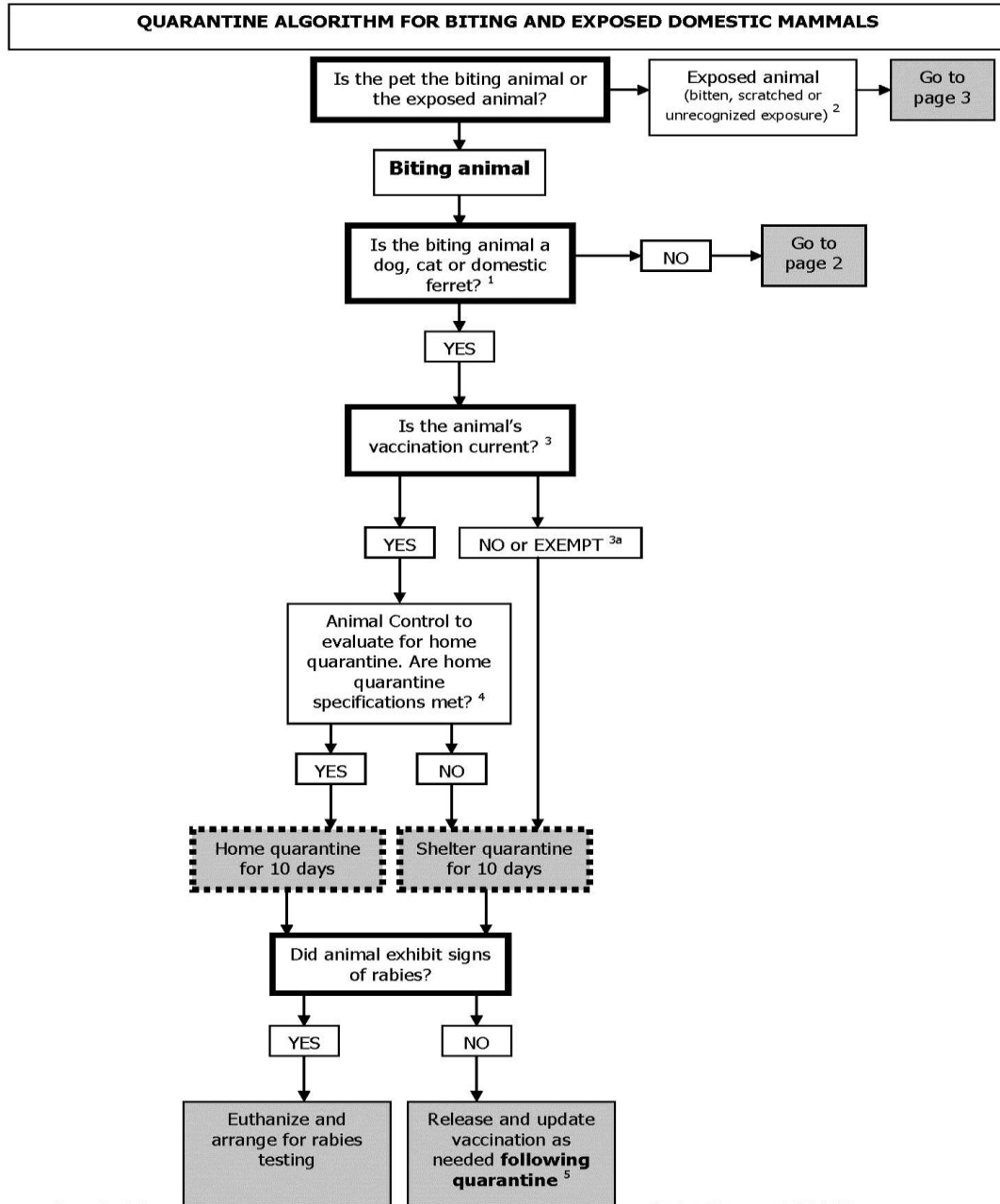
2018-19 \$6,463,786

2019-20 \$6,625,381

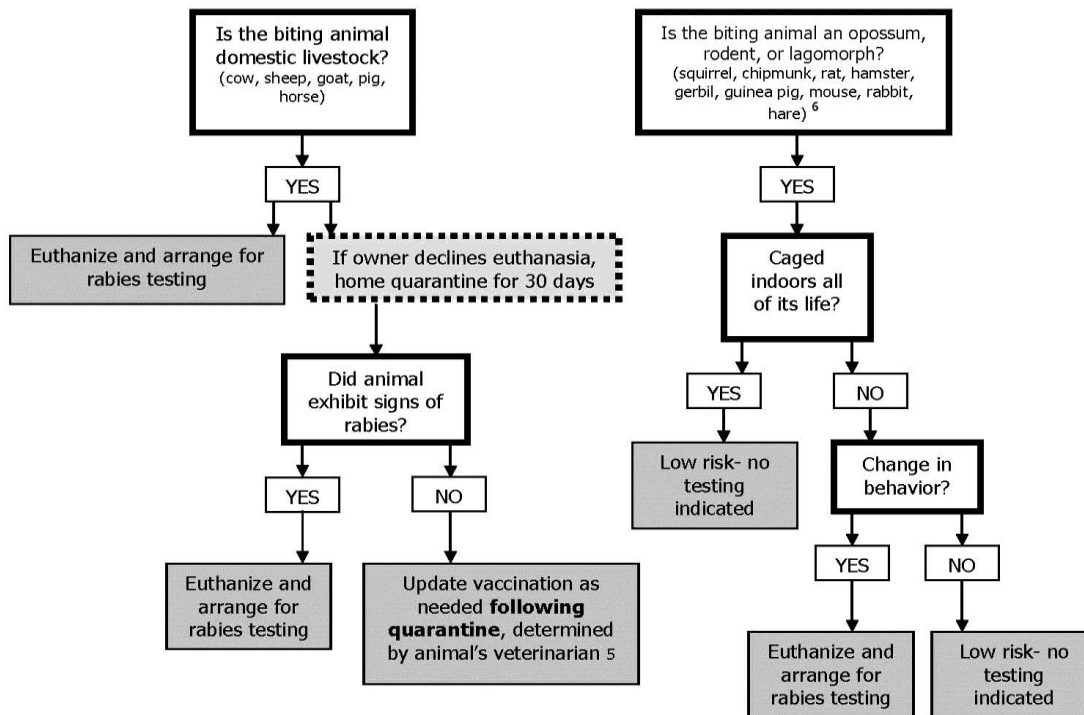
2020-21 \$6,625,381

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

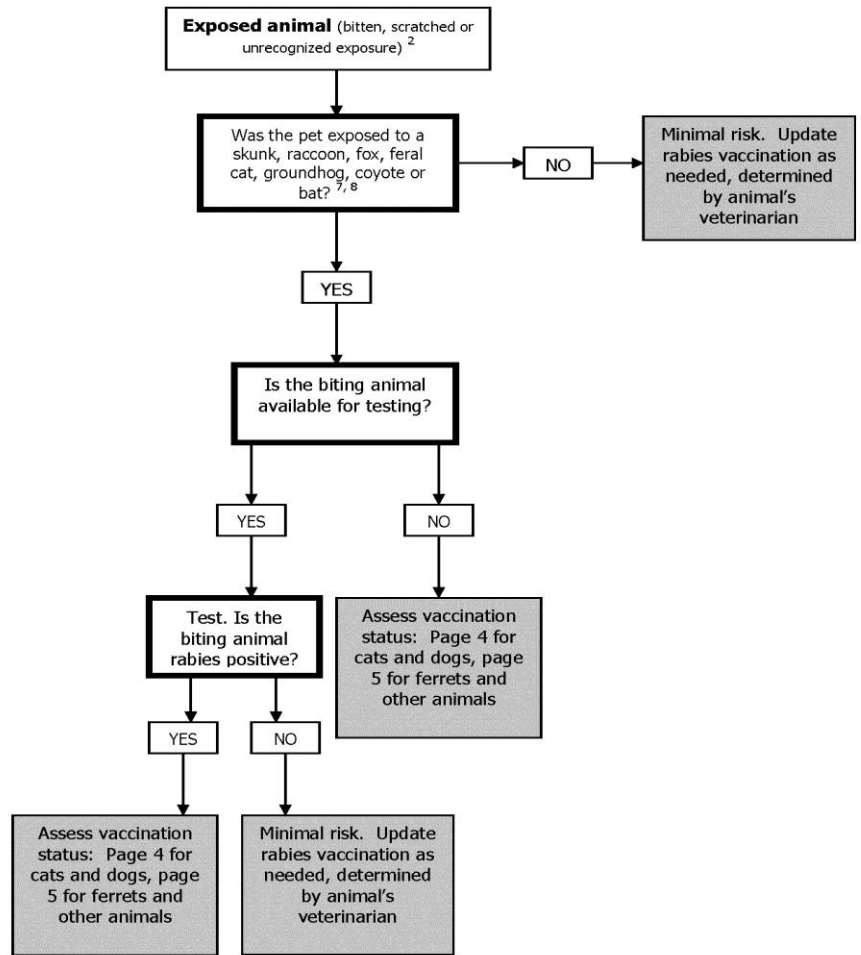
Attachment 2

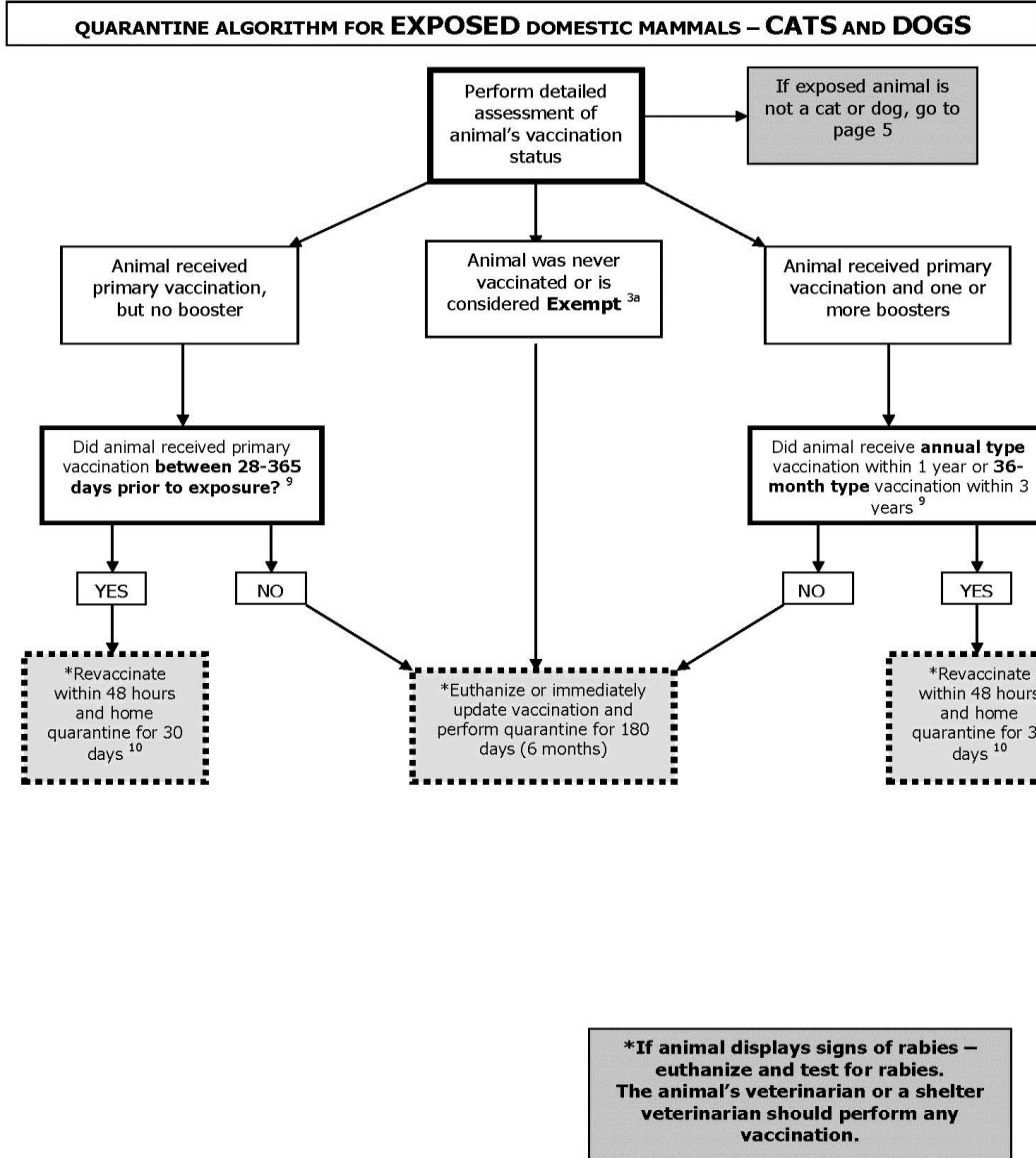


QUARANTINE ALGORITHM FOR BITING DOMESTIC MAMMALS

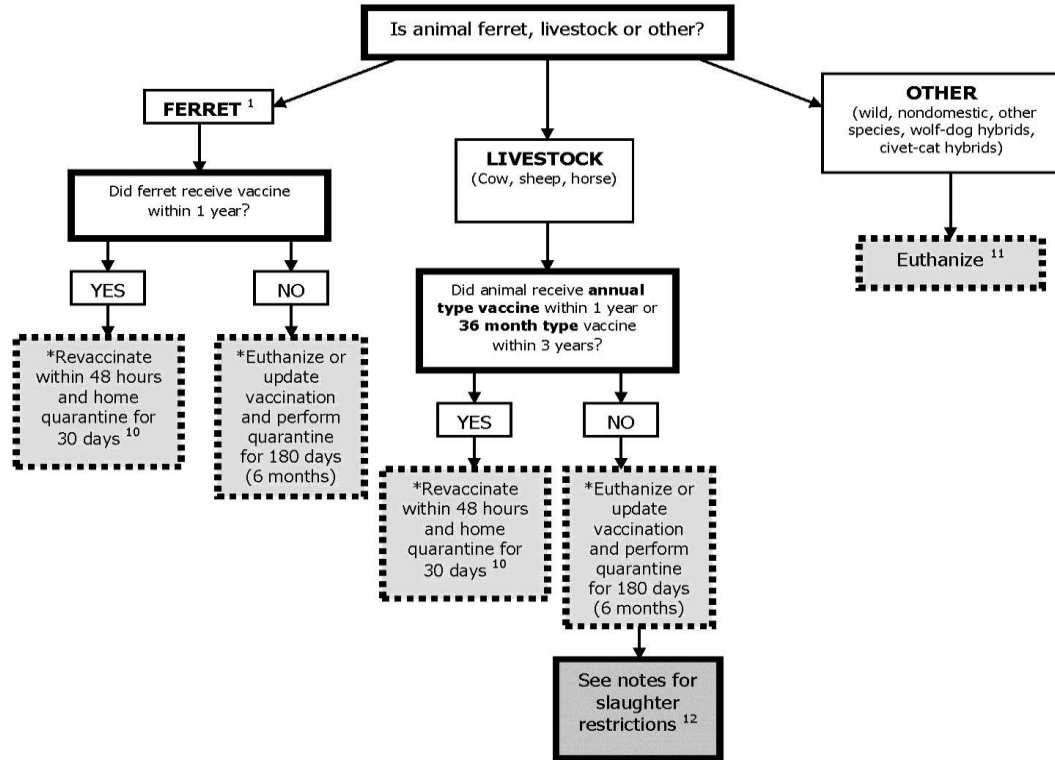


QUARANTINE ALGORITHM FOR EXPOSED DOMESTIC MAMMALS - GENERAL





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



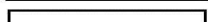


***If animal displays signs of rabies – euthanize and test for rabies. The animal’s veterinarian or a shelter veterinarian should perform any vaccination.**

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):

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

FISCAL IMPACT:

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

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

RESOLUTION NO. 073369

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

* * * * *

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

RESOLUTION NUMBER: 073369

Regularly passed and adopted this 9th day of September 2014

AYES and in favor of said resolution:

Supervisors:

DAVE PINE

CAROLE GROOM

DON HORSLEY

WARREN SLOCUM

ADRIENNE J. TISSIER


NOES and against said resolution:

Supervisors:

NONE

Absent Supervisors:

NONE


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

Certificate of Delivery

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


Rebecca Romero, Deputy
Clerk of the Board of Supervisors

ATTACHMENT A

MEMORANDUM OF AGREEMENT

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

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

RECITALS

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

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

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

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

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

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

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

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

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

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

To City:

To County:

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

Dated: September 9, 2014



Clerk of the Board

Resolution #073369

COUNTY OF SAN MATEO



Dated: _____

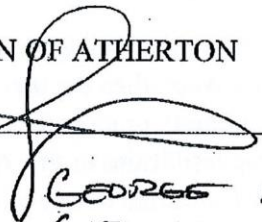
Clerk of the Board

COUNTY OF SAN MATEO

Dated: ~~2-24-12~~


Town Clerk

TOWN OF ATHERTON

By: 
GEORGE RODERICKS
CITY MANAGER

Dated: _____

City Clerk

CITY OF BELMONT

By:

Dated: _____

City Clerk

CITY OF BRISBANE

By:

Dated: _____

City Clerk

CITY OF BURLINGAME

By:

Dated: _____

TOWN OF COLMA

Dated: _____

Town Clerk

TOWN OF ATHERTON

By: _____

Dated: 10/23/14

City Clerk

CITY OF BELMONT

By: *[Signature]*
City Manager

Dated: _____

City Clerk

CITY OF BRISBANE

By: _____

Dated: _____

City Clerk

CITY OF BURLINGAME

By: _____

Dated: _____

Town Clerk

TOWN OF COLMA

By: _____

Dated: _____

City Clerk

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

Shen Marie Spedance

City Clerk

CITY OF BRISBANE

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:

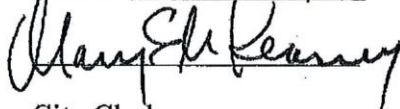
CITY OF BELMONT

By:

CITY OF BRISBANE

By:

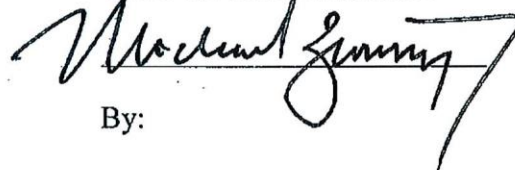
Dated: 3-17-14



City Clerk

City Clerk

CITY OF BURLINGAME



By:

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

Geen de

Town Clerk

TOWN OF ATHERTON

By:

CITY OF BELMONT

By:

CITY OF BRISBANE

By:

CITY OF BURLINGAME

By:

TOWN OF COLMA

Helen Fricano

By:

Town Clerk

By:

Dated: May 16, 2014
Annette Hipona

City Clerk

CITY OF DALY CITY

Patricia J. Nattel
By:

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: _____

4-28-14
[Signature]

City Clerk

CITY OF EAST PALO ALTO

[Signature]

By:

Dated: _____

CITY OF FOSTER CITY

City Clerk

By:

Dated: _____

CITY OF HALF MOON BAY

City Clerk

By:

Dated: _____

TOWN OF HILLSBOROUGH

Town Clerk

By:

Dated: _____

CITY OF MENLO PARK

City Clerk

By:

Dated: _____

CITY OF DALY CITY

City Clerk

By:

Dated: _____

CITY OF EAST PALO ALTO

City Clerk

By:

Dated: 3.10.14

CITY OF FOSTER CITY

Doris L. Palmer
Doris L. Palmer
City Clerk

Charlie Bronitsky
Charlie Bronitsky
By:

Dated: _____

CITY OF HALF MOON BAY

City Clerk

By:

Dated: _____

TOWN OF HILLSBOROUGH

Town Clerk

By:

Dated: _____

CITY OF MENLO PARK

City Clerk

By:

City Clerk

By:

Dated: _____

CITY OF EAST PALO ALTO

City Clerk

By:

Dated: _____

CITY OF FOSTER CITY

City Clerk

By:

Dated: 07-22-2014

CITY OF HALF MOON BAY

Bobbie Orr

[Signature]

City Clerk

By:

Dated: _____

TOWN OF HILLSBOROUGH

Town Clerk

By:

Dated: _____

CITY OF MENLO PARK

City Clerk

By:

Dated: _____

CITY OF MILLBRAE

Dated: _____

City Clerk

CITY OF DALY CITY

By:

Dated: _____

City Clerk

CITY OF EAST PALO ALTO

By:

Dated: _____

City Clerk

CITY OF FOSTER CITY

By:

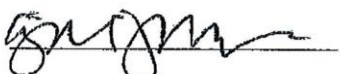
Dated: _____

City Clerk

CITY OF HALF MOON BAY

By:

Dated: 5/1/14


Town Clerk

TOWN OF HILLSBOROUGH


By: Mayor

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

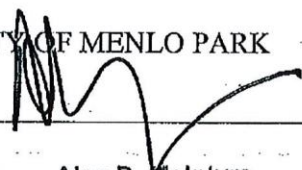
TOWN OF HILLSBOROUGH

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

Wayne Allen

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

Russ E. Wiegert

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 OF HILLSBOROUGH

Town Clerk

By:

Dated: _____

CITY OF MENLO PARK

City Clerk

By:

Dated: _____

CITY OF MILLBRAE

City Clerk

By:

Dated: _____

CITY OF PACIFICA

City Clerk

By:

Dated: _____

TOWN OF PORTOLA VALLEY

Town Clerk

By:

Dated: 03/28/14

CITY OF REDWOOD CITY



City Clerk



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

Bard Bonney

City Clerk

CITY OF SAN BRUNO
Constance Jackson

By: Constance C. Jackson
City Manager

APPROVED AS TO FORM:
Maureen J. [Signature]
CITY ATTORNEY
5/17

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. Clark

City Clerk



CITY OF SAN MATEO

Robert Ross

By: Robert Ross, Mayor

Dated: _____

City Clerk

CITY OF SOUTH SAN FRANCISCO

By:

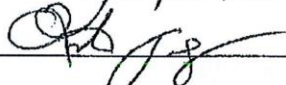
Dated: _____

City Clerk


TOWN OF WOODSIDE

By:

Dated: 10/20/14

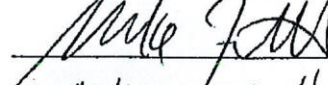

City Clerk

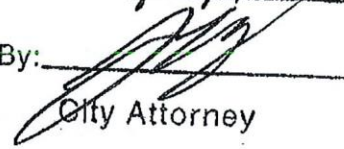
Dated: 10/15/14


City Clerk *lma*

Approved as to form

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

By: 
Mike Farrell
City Manager

By: 
City Attorney

TOWN OF WOODSIDE

By:

Dated: _____

City Clerk

Dated: _____

City Clerk

Dated: March 21, 2014

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

* 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

