



# TOWN OF PORTOLA VALLEY

7:00 PM – Special Meeting of the Town Council  
Wednesday, May 26, 2021

**THIS SPECIAL MEETING IS BEING HELD VIA  
VIDEOCONFERENCE ONLY**

## SPECIAL MEETING AGENDA

**Remote Meeting Covid-19 Advisory:** On March 17, 2020, the Governor of California issued Executive Order N-29-20, suspending certain provisions of the Ralph M. Brown Act in order to allow for local legislative bodies to conduct their meetings telephonically or by other electronic means. Pursuant to the statewide Shelter-In-Place Order issued by the Governor in Executive Order N-33-20 on March 19, 2020, and the CDC's social distancing guidelines which discourage large public gatherings, Portola Valley Town Council meetings are being conducted electronically. The meeting is not available for in-person attendance. Members of the public may attend the meeting by video or phone linked in this agenda.

**Remote Public Comments:** Meeting participants are encouraged to submit public comments in writing in advance of the meeting. Please send an email to [jdennis@portolavalley.net](mailto:jdennis@portolavalley.net) by 5:00 PM on the day of the meeting. All received questions and comments will be read by the Mayor and addressed at the meeting and included in the public record. Additionally, the Town Council will take questions using the Q&A button for those who attend the meeting online or on the App.

Finally, if you call in, and you did not send in questions and comments ahead of time, you can press \*9 on your phone to "raise your hand" and \*6 to mute/unmute yourself. The town council will call on people to speak by the phone number that is calling in.

We encourage anyone who has the ability to join the meeting online to do so. You will have access to any presentations that will be shown on your screen and can easily ask questions using the "raise your hand" feature when the Chair calls for them.

**Below are instructions on how to join and participate in a Zoom meeting.**

### **To access the meeting by computer**

<https://zoom.us/j/95386798010?pwd=Qk9leDQwOUUxdVBDDeGpFejVLekY4Zz09>

### **Webinar ID:**

953 8679 8010

### **Passcode:**

600942

### **To access the meeting by phone:**

Dial 1-669-900-6833 or

1-888-788-0099 (toll-free)

*Mute/Unmute – Press \*6 / Raise Hand – Press \*9*

## **7:00 PM - CALL TO ORDER AND ROLL CALL**

Councilmember Aalfs, Councilmember Wernikoff, Councilmember Richards, Vice Mayor Hughes, and Mayor Derwin

## **ORAL COMMUNICATIONS**

Persons wishing to address the Town Council on any subject may do so now. Please note, however, that the Council is not able to undertake extended discussion or action tonight on items, not on the agenda.

*Speakers' time is limited to three minutes.*

## **PROCLAMATIONS**

1. **Welcome Tanya Beat, Director Commission on the Status of Women, supporting LGBTQ Pride Month, (4) June 2021**
2. **Welcome Assemblyman Marc Berman (5)**

## **CONSENT AGENDA**

The following items are voted on at once by the body, unless a member of the body requests an item be considered separately. Members of the public are permitted to comment on any item on the consent calendar before the body votes on the consent agenda.

3. **Approval of Minutes** – Action and Detailed Summary for May 12, 2021 (6)
4. **Approval of Warrant List** – May 26, 2021 (26)
5. **Recommendation by Town Manager** – Adoption of a Resolution Authorizing the City Manager to Execute an Agreement with the County of San Mateo for Continued Provision of Animal Control Services for a Five-Year Term (33)
  - (a) A Resolution of the Town Council of the Town of Portola Valley Approving and Authorizing Execution of the Facilitation and Coordination of Animal Control Services Agreement with the County of San Mateo (Resolution No. \_\_)
6. **Recommendation by Assistant to the Town Manager** – Adoption of a Resolution Allowing a Rate Increase Under the Franchise Agreement with GreenWaste Recovery, Inc. (187)
  - (a) A Resolution of the Town Council of the Town of Portola Valley Allowing a Rate Increase Under the Franchise Agreement for Collection of Garbage, Recyclables and Compostable Materials Between the Town of Portola Valley and GreenWaste Recovery, Inc. (Resolution No. \_\_)
7. **Recommendation by Town Manager and Town Attorney** – Extension of Local Emergency Declaration in Response to Novel Coronavirus (COVID-19) (196)
8. **Recommendation by Town Attorney** – Adoption of a Resolution Establishing a Permit Review Process for Development Projects Involving Multiple Decision Makers (200)
  - (a) A Resolution of the Town Council of the Town of Portola Valley Adopting a Permit Procedure for Development Projects Involving review by Multiple Decision Making Bodies (Resolution No. \_\_)

## **REGULAR AGENDA**

9. **Colleagues Memo** – Easing of COVID-19 Restrictions for Town Rentals, Activities and Public Access to Town Hall/Flexible Work Schedule for Staff (204)
10. **Recommendation by Finance Director** – Not-for-Profit Agency Funding Requests (209)
11. **COUNCIL LIAISON COMMITTEE AND REGIONAL AGENCIES REPORTS** (242)

Oral reports arising out of liaison appointments to both in-town and regional committees and initiatives. *There are no written materials and the Town Council does not take action under this agenda item.*
12. **TOWN MANAGER REPORT** (243)

## **WRITTEN COMMUNICATIONS**

13. **Town Council Digest** – May 13, 2021 (244)
14. **Town Council Digest** – May 20, 2021 (251)

## **ADJOURNMENT**

### **ASSISTANCE FOR PEOPLE WITH DISABILITIES**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Town Clerk at (650) 851-1700. Notification 48 hours prior to the meeting will enable the Town to make reasonable arrangements to ensure accessibility to this meeting.

### **AVAILABILITY OF INFORMATION**

Copies of all agenda reports and supporting data are available for viewing and inspection at Town Hall and at the Portola Valley Library located adjacent to Town Hall. In accordance with SB343, Town Council agenda materials released less than 72 hours prior to the meeting, are available to the public at Town Hall, 765 Portola Road, Portola Valley, CA 94028.

**SUBMITTAL OF AGENDA ITEMS**

The deadline for submittal of agenda items is 12:00 Noon WEDNESDAY of the week prior to the meeting. By law no action can be taken on matters not listed on the printed agenda unless the Town Council determines that emergency action is required. Non-emergency matters brought up by the public under Communications may be referred to the administrative staff for appropriate action.

**PUBLIC HEARINGS**

Public Hearings provide the general public and interested parties an opportunity to provide testimony on these items. If you challenge any proposed action(s) in court, you may be limited to raising only issues you or someone else raised at the Public Hearing(s) described in this agenda, or in written correspondence delivered to the Town Council at, or prior to, the Public Hearing(s).

# PROCLAMATION

## The Town of Portola Valley Designating June 2021 as Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ)

### Pride Month

**WHEREAS**, the Town Council of the Town of Portola Valley recognizes and proclaims the month of **June 2021** as Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ) “Pride Month” throughout the Town of Portola Valley; and

**WHEREAS**, the Town of Portola Valley joins the County of San Mateo to observe Pride Month with a Pride flag raised in June to honor the history of the LGBTQ liberation movement and to support the rights of all citizens to experience equality and freedom from discrimination; and

**WHEREAS**, the rainbow flag is widely recognized as a symbol of pride, inclusion, and support for social movements that advocate for LGBTQ people in society; and

**WHEREAS**, all human beings are born free and equal in dignity and rights. LGBTQ individuals have had an immeasurable impact on the cultural, civic, and economic successes of our country; and

**WHEREAS**, the Town of Portola Valley is committed to supporting visibility, dignity, and equality for LGBTQ people in our diverse community; and

**WHEREAS** while society at large increasingly supports LGBTQ equality, it is essential to acknowledge that the need for education and awareness remains vital to end discrimination and prejudice; and

**WHEREAS** this nation was founded on the principle that every individual has infinite dignity and worth, and the Portola Valley Town Council calls upon the people of this municipality to embrace this principle and work to eliminate prejudice everywhere it exists; and

**WHEREAS** celebrating Pride Month influences awareness and provides support and advocacy for San Mateo County’s LGBTQ community, and is an opportunity to take action and engage in dialogue to strengthen alliances, build acceptance and advance equal rights; and

**NOW, THEREFORE**, the Town Council of the Town of Portola Valley hereby proclaims the month of June 2021 as Pride Month in support of the LGBTQ community.

**BE IT FURTHER RESOLVED** that the rainbow flag will be raised in June 2021, recognizing all LGBTQ residents whose influential and lasting contributions to our neighborhoods make the Town of Portola Valley a vibrant community in which to live, work and visit.

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Maryann Derwin, Mayor  
May 26, 2021

There is no written report for this agenda item.



# TOWN OF PORTOLA VALLEY

7:00 PM – Special Meeting of the Town Council  
Wednesday, May 12, 2021

**THIS SPECIAL MEETING WAS HELD VIA  
VIDEOCONFERENCE ONLY**

## MINUTES WEDNESDAY, MAY 12, 2021, 7:00 P.M.

Remote Meeting Covid-19 Advisory: On March 17, 2020, the Governor of California issued Executive Order N-29-20, suspending certain provisions of the Ralph M. Brown Act in order to allow for local legislative bodies to conduct their meetings telephonically or by other electronic means. Pursuant to the statewide Shelter-In-Place Order issued by the Governor in Executive Order N-33-20 on March 19, 2020, and the CDC's social distancing guidelines that discourage large public gatherings, Portola Valley Town Council meetings are conducted electronically via ZOOM.

### Convene Special Meeting

Mayor Derwin called the meeting to order at 7:00P.M.

### Roll Call

Present: Councilmembers Aalfs, Wernikoff, Richards, Vice Mayor Hughes, and Mayor Derwin

### Open Communications

The following members of the public addressed the Town Council:

- Bob Turcott

### Presentations

1. To honor Captain Christina Corpus
2. Mental Health Month Presentation from the San Mateo County Status of Women
3. Reimagine SamTrans

### Consent Agenda

4. Approval of Minutes – Action and Detailed Summary for May 5, 2021
5. Approval of Warrant List – May 12, 2021
6. Recommendation by Assistant to Town Manager – Adoption of a Resolution Approving and Authorizing Execution of Farmers' Market License Agreement
  - (a) Resolution of the Town Council of the Town of Portola Valley Approving and Authorizing Execution of an Agreement between the Town of Portola Valley and Nile Estep, dba Good Roots (Resolution No. \_\_\_\_-2021)

7. Appointment by Mayor – Member to the Cultural Arts Committee
8. Sustainability Committee Survey – Book Club

There were no public comments on the Consent Agenda

### **Motion**

Vice Mayor Hughes moved and Councilmember Wernikoff seconded a motion to approve the Consent Agenda. The question was called and the motion was passed unanimously.

## **Regular Agenda**

9. Recommendation by Town Manager and Public Works Director – Adoption of Resolution Designating the Road Remnant for Open Space Purposes
  - (a) Adoption of Resolution of the Town Council of the Town of Portola Valley designating the portion of Town Public Right of Way known as the “Road Remnant” for Open Space purposes (Resolution No. \_\_\_\_-2021).

### **Motion**

Vice Mayor Hughes moved to approve the Resolution as written. Seconded by Councilmember Richards, the motion was passed unanimously.

## **Public Hearing**

10. **Recommendation by Planning and Building Director** – First Reading of Ordinance Adding Home Hardening to Building Code

This item is continued to a future agenda

11. **Recommendation by Wildfire Preparedness Committee** - Recommendation to Ban the Flammable Five

### **Motion**

Councilmember Aalfs moved to officially ban the Flammable Five as recommended by the Wildfire Preparedness Committee, and to also recommend removal of existing Coyote Brush and French Broom and non-inclusion of these species in new plantings. Seconded by Vice Mayor Hughes, the motion carried, 5-0.

12. **Recommendation by Assistant Town Manager** – Website Update Launch

No action required.

13. **Discussion and Council Action** – Planning and Building Department Staffing

### **Motion**

Councilmember Richards moved to authorize staff to initiate recruitment of a senior planner and approve the retention of contract planning services, including code compliance and building official. Seconded by Vice Mayor Hughes, the motion was passed unanimously.

**14. Council Liaison Committee and Regional Agencies Report**

All five Council members provided reports on the last two week's regional meetings, local committee meetings, subcommittee meetings, and other items of note.

**15. Town Manager Report**

The Town Manager provided his regular report.

**Written Communications**

The Council reviewed written communications for the body over the last two weeks.

**Adjournment**

The meeting was adjourned at 9:38 P.M.

**PORTOLA VALLEY TOWN COUNCIL SPECIAL MEETING NO. xxx, May 12, 2021**

**CALL TO ORDER AND ROLL CALL**

Mayor Derwin called the Town Council’s Special Teleconference-only meeting to order at 7:00 p.m. Ms. Hanlon called the roll.

Present: Councilmembers Jeff Aalfs, John Richards, and Sarah Wernikoff; Vice Mayor Craig Hughes; Mayor Maryann Derwin.

Absent: None

Others: Kari Chinn, Communications and Committee Engagement Analyst  
 Brandi de Garneau, Assistant to the Town Manager  
 Howard Young, Public Works Director  
 Laura Russell, Planning & Building Director  
 Sharon Hanlon, Town Clerk

|            |                 |                    |                          |
|------------|-----------------|--------------------|--------------------------|
| Attendees: | Karyn Bechtel   | Betsy Morgenthaler | Gary Morgenthaler        |
|            | Bob Turcott     | Caroline Vertongen | Cori Moesta              |
|            | Helen Quinn     | Dale Quinn         | Judith Murphy            |
|            | Kristi Corley   | Michael Tomars     | Karen Vahtra             |
|            | Nona Chiariello | Rita Comes         | Captain Christina Corpus |
|            | Kat Petrick     | Ed Wood            | Sheriff Carlos Bolanos   |
|            | Rusty Day       |                    |                          |

**ORAL COMMUNICATIONS**

Bob Turcott said two weeks ago, after he shared his concern about wildfire safety ordinance being abandoned and reconciling the Town’s ADA ordinances with the State’s, he was surprised to learn from staff that there is a wildfire ordinance that’s being retained. This was perplexing to him because nothing in the written or oral presentation referred to this, and the only reference to fire safety was our ordinances addressing emergency vehicle access. He asked, is this the wildfire ordinance that was being referred to, or is it something different? If different, he asked to be directed to it. When asked about waiving town ordinances in favor of the State’s four-foot setback, staff reported that a neighboring community tried to fight this and failed, and furthermore was threatened with litigation by an outside entity had they been successful. In fact, setbacks, separation between structures, land use ordinances are precisely the tools through which wildfire safety policies are implemented. He expressed that intensification of wildfires by structures is devastating. The latent energy represented by a structure is many times that of vegetation on the same footprint and is why the National Fire Protection Association recommends 15-foot separation between sprinklered structures and 30 feet between unsprinklered structures. He said the modification proposed by the Planning Department would allow eight feet separation. Mr. Turcott felt that the Town should comply with state laws, but just as it does for seismic safety ordinances and vehicle access ordinances, it should also retain town ordinances that reduce the devastation of wildfire, including building separation. Local jurisdictions are entitled to limit state mandates when necessary, for life safety. The Council needs to make this clear to staff and committees. Mr. Turcott made a second point of clarification, stating he often encounter straw man arguments that advocates of fire safety are actually motivated by NIMBYism or want the town to simply ignore state mandates, or want the town to act illegally. He is clear that the Town should make its best effort to comply with state law. He said the people with the hard job of revising the Housing Element should leave their biases and concerns about the rationality of RHNA at the door, roll up their sleeves, and do the hard work of producing the best possible product. At the same time, the Town should also comply with state law regarding the Safety Element. It should follow the guidance of the Office of Planning and Research as specified in the California Code. It should conduct the long-neglected Hazard and Risk Assessment, develop mitigation policies based on the findings, and implement the policies in the Safety Element and the ordinances in an objective, unbiased and thorough way. Mr. Turcott stated he heard an opinion from the Town Council two weeks ago, saying, “I absolutely

think that we should roll the Safety Element into the Housing Element.” He said this is exactly what to do if you want to subordinate safety to housing, and if you want to produce a result that doesn’t have the confidence of the residents. He commented that the people working on the Safety Element should be blinded to and insulated from housing concerns. Safety should inform housing, not the other way around.

Mayor Derwin welcomed San Mateo County Sheriff, Carlos Bolanos, to the meeting.

**(1) PRESENTATION** – To honor Captain Christina Corpus

Mayor Derwin commended the extraordinary work Captain Corpus has done for Portola Valley for the past four years. She thanked her for her dedication, commitment and trademark grace under pressure. The Mayor said in the many years she has served on the Council, there has never been a Sheriff, Captain or Lieutenant assigned to Portola Valley with Christina’s mix of law enforcement expertise, intellect, responsiveness and compassion and who models what a modern police officer should be. The Mayor shared Christina’s background, stating she started her career with the San Mateo County Sheriff’s Office in 2002, as a Correctional Officer. She worked in Control, Corrections, Community Policing, the Community Alliance to Revitalize Our Neighborhoods (CARON) program, Transportation and Court Security, as well as holding board positions at various bodies, including the Service League of San Mateo County. She has a BA from Union Institute and University, a MA from the USD School of Law, and most recently she completed an MS in Law Enforcement and Safety Leadership, also from USD. The Council is very excited for her new opportunity in Millbrae and wishes her nothing but sunny skies ahead, but the Mayor stated they are also heartbroken to see her go. She is glad that Carlos is at the meeting to hear this.

Councilmember Aalfs echoed the Mayor’s words. He told Christina they will miss her but wish her the best in her new assignment. She has done tremendous work in promoting the safety and wellbeing of the community and is also behind the scenes in a time when law enforcement is being forced into some reckonings nationwide. She has, behind the scenes, pushed for responsibility and accountability for police departments, something he feels is critical for the trust and safety of our communities, for which he thanked her and wished her all the best.

Vice Mayor Hughes added to the thanks and added that one of the things that has been helpful during her tenure is her connection within the Sheriff’s Department and her ability to put the Council in touch with whoever they need to be in touch with, when they needed to, in the Sheriff’s Department, depending on what issue came up, whether it be license plate readers, fire safety, diversity issues, et cetera. His position as liaison with the Bicycle and Pedestrian Traffic Safety Committee brings interaction with the Sheriff’s Department, and under Christina’s leadership the policing has been better than the town has had in many years. Her service to the residents has been above and beyond.

Councilmember Richards echoed all the previous comments, stating he has appreciated Christina’s professionalism and approachableness. He said it was so nice to have someone to call to talk things out with, without thinking this is a “scary police person” we have to deal with. He said Christina is a real person, and it felt great for the entire community, and he thanked her for that.

Town Manager Dennis said he has been fortunate as Town Manager to work with Captain Corpus in almost his entire time in Portola Valley. He said he has been totally spoiled and echoes what all the councilmembers have said. He will miss their varied conversations on how to make Portola Valley a safe, connected place, how to find ways to engage residents on issues of import, and make introductions to the new deputies coming into town. He said he will miss her and her sage advice and hopes she will stay connected. He also appreciates Sheriff Bolanos assigning Lieutenant Mark Myers as interim. He has enjoyed their interactions so far and looks forward to the permanent addition to the Portola Valley team.

Captain Corpus thanked the Council for their comments and said it was a pleasure working with them and getting to know them. She thanked the Sheriff for all of his support and Town Manager Dennis for all the conversations and for working as a team with her. She will miss the councilmembers but said they will be

in good hands with Lt. Myers and whoever the Sheriff appoints next. She reiterated it's been a pleasure and an honor hearing the Council's kind words tonight.

Sheriff Bolanos thanked the Portola Valley Council for always welcoming their staff and treating them like family. He said he will make sure to appoint a top-notch individual to continue to take care of a community that the Department considers its own. He thanked the Council for all they do to support those in public safety.

**(2) PRESENTATION** – Mental Health Month Presentation from the San Mateo County Status of Women

Mayor Derwin introduced Helen Tafeen, a Commissioner with the San Mateo County Commission on the Status of Women, who was in attendance to inform the community of all the mental health-related events offered by San Mateo Health Department in May, during Mental Health Month.

Ms. Tafeen said on the behalf of the Commission, they want to thank the Town of Portola Valley for acknowledging that mental health and freedom from substance abused issues is fundamental to the overall health and wellbeing of all community members. She said she wants to raise awareness of the disproportionate impact the pandemic has had on women. Although women comprise 39 percent of the work force, they were 60 percent of those who lost their jobs. Pregnant women and those with young children are experiencing a three- to five-fold increase in self-reported anxiety and depression symptoms, and tragically, women have been the target of the dramatic increase in domestic violence during the pandemic. She pointed out that women have borne a great deal of the brunt of the pandemic. During these unprecedented times – which are, thankfully, get much, much better – comes stress, sadness and anxiety. The Commission is urging women and their daughters to seek out professional help, as not a sign of weakness, but a sign of strength. She said practicing self-compassion is a must, as too often women are kind to others and dismissive of their own distress and needs. Ms. Tafeen shared that what brings her to the Council today is to talk about signing on to the San Mateo County Mental Health Month website and engaging in some of the activities being offered, including yoga, pet therapy, meditation, youth-led discussions, and raising awareness about anxiety. She closed with a thank you for allowing her to address this important topic and hopes the Council will encourage their residents to do so. Their website address is [smchealth.org](http://smchealth.org).

**(3) PRESENTATION** – Reimagine SamTrans

Amy Linehan and Millie Tolleson appeared to present this topic. Amy is a Public Affairs Specialist with SamTrans. She thanked the Council for time to give an update on Reimagine SamTrans. They are in Phase 2 of their project. Their goal was to provide an overview of the three bus network alternatives that they have come up with, and to get the Council's feedback and go over some of the possible changes for bus service in Portola Valley. They wanted to also talk about the ways members of the public can engage with them and provide their feedback on those alternatives and some of the proposed changes. She said the proposal tonight is not final, and they are here to take feedback and answer questions, Final decisions will be based on feedback they get at meetings like this one.

Millie Tolleson, Principal Planner with SamTrans Planning Team, gave a background on “Reimagine SamTrans,” which is a comprehensive evaluation of the entire bus system. They have three goals for the project. First, to improve the experience for existing SamTrans customers. Second is to grow new and more frequent ridership on the bus system, and third is to build their efficiency and effectiveness as a mobility provider. This project was launched in summer of 2019, and they are about halfway through. The project included a lot of public outreach, existing conditions analysis, and they spent the last winter designing three bus network alternatives, which is what is currently out for public input. Looking ahead, they will spend the summer taking everything they have heard and developing one new preferred bus network. There will be another round of public outreach, and then they will seek their Board's approval and adoption of the new bus system before beginning implementation in summer of 2022.

Ms. Tolleson explained there was a lot of work that informed the alternatives, including existing conditions analysis – what's working and not working about the system, the priorities of communities for SamTrans,

and both riders' and nonriders' perceptions and desires for transportation. They worked with their Board and stakeholders to develop four guiding principles for designing the bus network alternatives. First, to employ customer-focused decision-making; to design service that can be reasonably delivered by their workforce; to be an effective mobility provider; and to provide transportation services that support the principles of social equity. They placed much effort on understanding areas of the county where concentrations of households live who identify as racial and ethnic minorities, who are paid lower wages, or who don't have access to their own vehicles, and this has informed much of the work done on the alternatives.

Ms. Tolleson turned the focus to school-related service, where the approach is to prioritize equity/high-need routes in all three alternatives; that is, routes that serve neighborhoods that have the characteristics of lower income or lacking access to a car, or racial or ethnic minorities. They are first looking at opportunities to consolidate trips. This is highly dependent on ridership and tends to vary annually, so it will likely be revisited every year. They also are looking at consolidating routes. There are ten examples of this throughout the system where they have identified two routes serving the same school which can become one route. Thirdly, they are looking at eliminating routes. This is the least-preferred option. There are two routes out of 37 school-related routes that are proposed for potential elimination. One is in Portola Valley and the other is in Menlo Park. She said that the school-related routes that average fewer than 15 passengers per trip are the ones that they are looking for opportunities to either consolidate or be more efficient, or in some cases, eliminate unless they serve an equity or high-need area.

Looking at the potential changes in Portola Valley, Ms. Tolleson said there currently are not any local routes in Portola Valley, but there are two school-related routes. They are proposing elimination of Route 85, which serves Ormondale Elementary School and has an average of 14 passengers per trip. They are also proposing elimination of morning trips only on Route 87, which serves Woodside High, but they would propose to keep the afternoon trips, which have typically about three times as many riders as the morning. The morning averages just six passengers, but they would propose to keep the afternoon trips on Route 87. Ms. Tolleson noted that public input on the proposals is being accepted through May 31<sup>st</sup>. They encourage people to visit [reimaginesamtrans.com](http://reimaginesamtrans.com) or call the customer service team if they prefer. They are also having many meetings and doing a limited number of pop-up events, as well as trying to make use of social media.

Mayor Derwin invited questions from the Council.

Vice Mayor Hughes asked how they would follow up on the impact of removing an existing route and how they would know that there was need to reinstate a route. Ms. Tolleson answered that they may hear it from the Town Council, from Woodside High or Ormondale. She said they spend a lot of time trying to stay in as close communication with the schools as possible. She agreed that the tough thing about school service is that the ridership turns over every few years. Reimagine SamTrans is a big project that is only done every ten years; however, they do look at school service every year, and this is not the last opportunity to make changes. Additionally, there is a fresh opportunity every single school year.

Vice Mayor Hughes referenced the Housing Element Update that all towns in the state are about to enter into and will be planning for a lot of new units being constructed. He asked how SamTrans anticipates being involved in that process from a planning point of view, as towns execute on the plans and start building housing units and producing more demand for public transit services. Ms. Tolleson reiterated that they have opportunities to make changes to routes three times per year. Although this kind of large-scale project is only done every eight or ten years, there are more regular opportunities. They have spoken with the Town Manager regarding the Town's upcoming plans and seek to continue that conversation on a regular basis.

Councilmember Aalfs asked regarding the ridership numbers for Ormondale and Woodside High how stable they are from year to year, and how stable they are day-to-day Ms. Tolleson replied she thinks it is pretty stable, although there is a trend of fewer students in the morning than the afternoon on both routes. She said they have seen a little bit of increase in the last five years, but it is in the ballpark of one or two riders per day increase. Councilmember Aalfs asked if SamTrans ever does smaller busses or vans for

smaller routes. Ms. Tolleson answered yes, but the main driver of the cost of the routes, and why they are so constrained, is not the vehicle size, but instead the bus operators.

Councilmember Wernikoff asked if the next opportunity to advocate for change in the town is a decade from now. Ms. Tolleson said they do make changes regularly to services to respond to community changes, particularly with the school service, so this is absolutely not the last opportunity. She said it is a very large project to look at every single route in the system and see how it all comes together, and this is the work that only happens every ten years or so, but it is not the last opportunity to look at more targeted community-level changes or improvements. Councilmember Wernikoff was also curious about bussing at a neighboring town, Woodside, a similar small community, and asked if they were impacted. Ms. Tolleson said she believes Route 87 also serves Woodside, so that same proposal that would affect Portola Valley would also affect Woodside.

Councilmember Richards remarked that these routes have been in service for quite a few years. He asked if there was a time at which they were actually viable routes in the past, or if they have always been woefully underutilized. Ms. Tolleson said they have always been under their service standard. Although they have increased a little bit in recent years, it has been in the magnitude of one or two riders a day only.

Mayor Derwin invited questions from the public.

Rita Comes asked if they had talked to Roberta, the head of the School District, about the increase of the number of kids that are in the school district. Ms. Comes said her daughter's kindergarten class at Ormondale was the largest kindergarten class in many, many years at that time, so all of those kids are now getting old enough to be able to take the bus on their own at a time when this bus service is now being reduced or cut. Ms. Comes thought there were about 850 homes that have been sold in Portola Valley in the past ten years and wondered if those numbers, along with the numbers of how many kids are actually in Portola Valley, have been considered in the planning, because it would be a shame with the RHNA numbers expected, to not have enough infrastructure and to not be able to offer this service.

Kristi Corley asked what marketing was done with Ormondale and Corte Madera parents to increase ridership in the past. She said Portola Valley residents pay taxes to the County for the bus routes. Since the town does not have a high school, parents that drive their kids to a different city for high school, freshman and sophomore year parents are driving both ways. She asked if the bus system by appointment was an option for Portola Valley residents, not just for students but for anyone without transportation. She is concerned about the RHNA numbers and adding 253 houses to the town on top of the current 1,800 houses and wants to make sure people in affordable housing can get to their jobs. Taking the route away may not be equitable. Ms. Tolleson responded she has made note of Ms. Corley's comments. She said the by-appointment (on-demand) service is being explored for some parts of the county. They are eager to learn when and where it works the best, and this would be an example of a smaller vehicle service that could be booked in real time. In terms of marketing to schools, they rely on school partners to try to get the word out to the students, as they are the best connection to the students and parents. They also have a Youth Mobility Coordinator whose job it is to get the word out about services for youth. There are special, cheaper, fare products for youth, and other different pass products.

Karyn Bechtel thanked the Council for the questions they have asked but wanted to go a step further, raising the question of whether or not the way SamTrans is proposing to take the equity lens is tipping the equity scale appropriately. She said she raises this very carefully and thoughtfully; however, there was already minimal service the town for school-only service. She asked if there is still an opportunity to look at afternoon-only service, the way it's being proposed for the high school perhaps, as a way of still having an eye toward equity, but also not leaving an entire community out of the service area completely. She said she thinks it's important to keep residents feeling supported by the system and wanting to continue to support the system. Knowing there is something in our area would help. Ms. Bechtel shared that an email went out about the SamTrans public meetings, and Portola Valley and Woodside were not listed, and although she did receive an email apologizing for the oversight, it was striking to her that there was no meeting to go to at a time when the town is losing its service. She has filled out the survey. She

wondered, when talking about consolidation as a strategy, if consolidating the high school/elementary/middle school afternoon route somehow in a new way could also be on the table. What happens is, maybe not that kids don't have access to cars, but you have two parents working who can't get to a kid at school, and the district is spread out over a huge geographical area that includes non-traversable distances by foot or bicycle. Ms. Bechtel said she attended Canada for two years and it was possible because her kids had a Clipper card. In afternoon when needed to, they could always get to the library from school, which was a huge benefit and not a situation you might think of when thinking of transportation needs in community. It is an important function and serves kids who don't have a lot of close-by after school options. She said she hopes the school district leadership is willing to have more conversations with SamTrans before the plan is finalized, because although she hears the comments that there are ways to bring service back, she worries that once it is gone it is quite a hurdle to get back.

Ms. Tolleson responded that the idea of keeping something like afternoon service only on Route 85 is something that could be explored. Regarding possibly consolidating service to multiple schools, this is something they've heard many reservations about with parents countywide – that is, elementary school kids riding with high school kids – but if there was more comfort among Portola Valley parents with different age groups sharing the same vehicle, then they might be able to preserve more service.

Mayor Derwin asked what the next steps are for the Council. Ms. Tolleson said their survey is open through the end of the month, and she encourages people to go to [reimaginesamtrans.com](http://reimaginesamtrans.com) and take the survey. After the survey closes, they will be trying to piece it all together this summer into the best possible network. She is happy to come back in the fall and share what their actual final proposed network would include.

#### **CONSENT AGENDA**

- (4) **Approval of Minutes** – Action and Detailed Summary for May 5, 2021
- (5) **Approval of Warrant List** – May 12, 2021
- (6) **Recommendation by Assistant to Town Manager** – Adoption of a Resolution Approving and Authorizing Execution of Farmers' Market License Agreement.
  - (a) Resolution of the Town Council of the Town of Portola Valley Approving and Authorizing Execution of an Agreement between the Town of Portola Valley and Nile Estep, dba Good Roots (Resolution No. \_\_\_\_)
- (7) **Appointment by Mayor** – Member to the Cultural Arts Committee
- (8) **Sustainability Committee Survey** – Book Club

There were no public comments on the Consent Agenda.

Town Manager Dennis shared that for the first time there are two sets of minutes in the agenda packet. The new addition is Action Minutes as requested by the Council, which are very useful for those wishing to see only the actions that occurred during a Council meeting. For a time both sets will be included, to see how the Council likes it. If there is a need to make changes, they will entertain that conversation.

Mayor Derwin asked if any commissioner wanted to pull an item from the Consent Agenda. Hearing none, she asked for a motion to approve the Consent Agenda.

Vice Mayor Hughes moved to approve the Consent Agenda. Seconded by Councilmember Wernikoff, the motion carried 5-0, by roll call vote.

**REGULAR AGENDA**

- (9) **Recommendation by Town Manager and Public Works Director** – Adoption of Resolution Designating the Road Remnant for Open Space Purposes
- (a) Adoption of Resolution of the Town Council of the Town of Portola Valley designating the portion of Town Public Right of Way known as the “Road Remnant” for Open Space purposes (Resolution No.\_\_\_\_)

Town Manager Dennis presented the resolution related to designated open space uses for the Road Remnant property. As staff was developing the resolution and the map, they worked with Judith Murphy and Ms. Chiariello to ensure they got it right, including maximizing the amount of property that would be included in the Open Space use portion of the map and the resolution. He noted that the map changed from the last time the Council saw it as part of those conversations. When the information was presented on December 9, 2020, it was a smaller area. There was no comment received at the time. A determination was made in subsequent conversations that they wanted to expand the borders of the property.

Mayor Derwin invited questions from the Councilmembers. Hearing none, she invited questions or comments from the public.

Daniel Quinn thanked the Council for their work on this item. He likes the larger area. He appreciates the work that staff and Town Council have done, and especially appreciated Judy and Ms. Chiariello for getting involved and working on this. He feels it is appropriate to wait for the General Plan upgrade before casting this in concrete but is hoping for more guidance from the Council when the General Plan update is prepared. He hopes the Council’s intention is to move towards a permanent Open Space designation for the Road Remnant. Regarding the referenced benefits of the frog pond and its habitat to people, he pointed out that it is also of great benefit to the other creatures that use the pond, the ecology, et cetera. He said several people have pledged funds in donation for maintenance. He would like some guidance on when to release those funds, when they should be given and who to give them to, as well as what restrictions they should have.

Betsy Morgenthaler thanked the Council and Mr. Young, saying this is the culmination of efforts of many others. Many have been “in the weeds” and invested sweat equity, turning out to maintain the beloved site, removing invasives and off-hauling, and others keeping them hydrated during the hot spell. She expressed deep appreciation to Ms. Chiariello and Ms. Morgenthaler, who have done much to keep this before the town and grounded in tremendous depth of research and understanding. She referenced the Jasper Ridge riparian team, who cataloged the spectrum of vascular plants that grow in the area, and Ms. Chiariello, who researched and provided important learning and education about the outer boundaries and stretches of the frog pond, where the Sierran chorus frogs live when there’s no rain. Ms. Morgenthaler said she hopes it will become “Nona’s Frog Pond Trail” and that she is not a fan of “The Road Remnant,” per se. She was appreciative to all involved in the Resolution, saying it has been a while in coming and very beautiful in arriving.

Nona Chiariello thanked the community, Town Council, Town Manager, Town staff and other committees for listening. She and many others thought hard about why the Road Remnant should be reserved for Open Space purposes, and she is very grateful that the Council now has before it a resolution that achieves what they saw as most critical – maintaining the Road Remnant to help protect the Frog Pond habitat, to protect the Frog Pond view shed, and to protect the trail and the Alpine Road Corridor. She hopes the spirit of listening will continue because some hard work lies ahead. First, revising the General Plan will entail thinking broadly and deeply about the future of Open Space in Portola Valley and what the phrase “Open Space purposes,” as defined in this resolution really means. Secondly, she hopes all will remember that the debate on the Road Remnant started with a proposal about affordable housing. She wanted to thank the Council for trusting that people were sincere when they said that they were supportive of affordable housing, just not at the Road Remnant. She stated that she is completely in support of the resolution, but if protecting the Road Remnant ends up taking Portola Valley even further on a path of exclusivity and unaffordability, then the Town will have lost ground, and not gained.

Gary Morganthaler thanked everyone involved in the effort, which has taken a long time. He said they staff listened carefully to the community, and he believes it represents a very good faith effort on the part of the Town Council and Town Manager and Public Works Director. He agrees strongly with previous comments, as eloquently stated, and thinks the process created a level of open communications, trust, and goodwill with our community.

Hearing no further comments from the public, Mayor Derwin brought the item back to the Council. There was no discussion.

Vice Mayor Hughes moved to approve the Resolution as written. Seconded by Councilmember Richards, the motion carried, 5-0.

Judith Murphy was excited and agreed with Ms. Chiariello's eloquent comments. She offered an enormous thank you to Howard Young and Jeremy Dennis for their collaborative approach to carrying out Council's directive for the Frog Pond Park Road Remnant, and their promotion of thoughtful and inclusive conversations, producing the generously sized map which was all they hoped for to provide added protection for the Frog Pond habitat that the residents sought, and a lovely new park space as well. Ms. Murphy felt the collaboration and cooperation and willingness to stop and think through the details was remarkable.

### **PUBLIC HEARING**

- (10) **Recommendation by Planning and Building Director** – First Reading of Ordinance Adding Home Hardening to Building Code

Mayor Derwin said this item is being continued to an agenda in the future, probably in the summer. He said they made the decision last week to pull the item to allow staff to have some additional conversations with the consultant who has been working on this to clarify a few issues that were still outstanding at that time. The delay is primarily due to the amount of work the Planning and Building Department has in bringing forward a variety of important projects. The date will be announced as soon as possible.

- (11) **Recommendation by Wildfire Preparedness Committee** - Recommendation to Ban the Flammable Five

Town Manager Dennis explained this is one of six proposals the Council saw late last year that the Wildfire Preparedness Committee was working up and is a straightforward recommendation to ban new plantings of what they termed the Flammable Five – juniper, cypress, acacia, pine and eucalyptus trees. The staff report as written by the Committee does a good job describing the rationale behind this. If the Council moves forward on the recommendation, they will work with the appropriate committees and the Planning and Building Department to ensure that any materials provided in the future to those development projects would have this recommendation and know that these are trees that they would like to see not planted. In addition, they would reach out to homeowners on their own and through the Woodside Fire Protection District on removal as possible over time.

Mayor Derwin invited questions from Councilmembers.

Vice Mayor Hughes asked what the intensity would be with which people would be pushed to remove these trees. It was mentioned in the packet, for example, ASCC conditioning project approvals on tree removals in some cases. There may be properties in town where residents are just upgrading an electric panel and suddenly face massive costs, in which case they may not upgrade the electric panel. Or, if you have five eucalyptus trees on your property that are going to cost \$100,000 to take out, that may prevent you from otherwise applying for a building permit or doing other safety upgrades on your property because of the increased cost. He asked if part of staff's intent is to figure out that balance. He said he also sees a lot of work done by the Fire Safety Committee on fundraising to be able to help pay for some of those kinds of things and wondered if the efforts would be tied together.

Town Manager Dennis asked Karen Vahtra to address this question. Ms. Vahtra reported that the initial effort is to ban new plantings, taking the first step so that people don't unintentionally plant a pine tree or a Cyprus, and also to start an awareness program. She said that is why they came up with "Flammable Five," to be catchy, so people would at least have an awareness of what they should get rid of if they can. Later steps would be to allow the ASCC to consider removal of some of these trees. The first step is more the awareness to prevent adding any more problems, then moving forward, to figure out fundraising and how to give some incentives to remove particularly the eucalyptus, which is the worst.

Mayor Derwin invited comments from the public.

Helen Quinn strongly supported the recommendation and wondered if it should go one step further, because in the fire department recommendations there were two additional plants – the French Broom and the Coyote Brush, which were recommendation against. She recommended including at least the French Broom, stating it is an aggressive exotic which the Conservation Committee has been working hard to try to eliminate along the trails and in town generally. Town Manager Dennis mentioned that the Committee is also recommending the removal of both of those species, on page 199 of the staff report. Ms. Quinn was concerned that the French Broom should not be allowed to be planted. Town Manager Dennis said that he thinks that is the intent and he would be comfortable with an official ban. Ms. Vahtra said their focus was on the more common things that people would be planting. There is a lot of education about French Broom, and the Conservation Committee does a good job with awareness, including their annual French Broom Pull. She said that Flammable Five was catchier than Flammable Six, and though they're not against it, they decided to stop with five.

Ms. Murphy added in regard to the last comment, even without a ban, they would pick that up from the planting list and warn against doing that. But that does not cover all the small projects that don't come to Conservation, or people who are just changing their plantings. She feels they should just start with education around that, and they chose Flammable Five on purpose because it's catchy, it's good PR, it's marketable and accomplishes 99 percent of what they want to do. Conservation will do what it can about the other plants.

Mayor Derwin invited comments from the Councilmembers.

Councilmember Richards asked if French Broom is even available at local nurseries. Ms. Chiariello advised that unfortunately it is. Councilmember Richards suggested that might be a place to focus education as well. Ms. Chiariello said she knows of students who have tried to do that kind of outreach, but it is a hard one.

Councilmember Aalfs thanked the Wildfire Committee for their work on this, one of several initiatives they've pushed forward. He supports this recommendation and would be fine with adding some language around the Coyote Brush and the French Broom, even though they're not necessarily as much of a concern for new plantings, but he doesn't mind being explicit about that either. He said, although he also likes the Flammable Five catch phrase, the other two species could perhaps be added as language that their removal and non-inclusion in new plantings be encouraged.

Vice Mayor Hughes suggested calling it the Flammable Five and adding the other two at the bottom with an asterisk. He thinks encouraging removal of all of them is advisable.

Councilmember Wernikoff agreed with the previous comments.

Mayor Derwin clarified that the Council likes the phrase, Flammable Five, but would like to include Coyote Brush and especially French Broom somewhere on a list with an asterisk.

Councilmember Aalfs moved to officially ban the Flammable Five as recommended by the Wildfire Preparedness Committee, and to also recommend removal of existing Coyote Brush and French Broom

and non-inclusion of these species in new plantings. Seconded by Vice Mayor Hughes, the motion carried, 5-0.

(12) **Recommendation by Assistant Town Manager – Website Update Launch**

Ms. Chinn presented the efforts so far in preparing for the town's new website, the steps they will take towards getting to the launch, and their plan for after the launch. She said anyone who has been to the website recently can see that it is still living in 2013. With a new time and technology and new looks available, they are looking to upgrade the website. The current website frame doesn't allow for easy navigation and makes it difficult to access information. Staff has a hard time being able to create a dynamic, exciting front page. She said it has been really a one-way informational tool and moving forward they see a trend for more people accessing the site on mobile phones and tablets. The current frame is not very mobile-friendly, so one big change will be to update that.

The project was started about a year ago to plan for what they wanted the website to look and feel like and meet the needs of the community. They met with all department heads and the Town Manager to review and understand the needs for the departments and what they could do to help them do their job better and provide the information they need to get out to the community. They worked with staff and talked about what they needed to do their job better and also better understand what community members are looking for from them, and how to provide that on the website. They also looked at the data and at what people are actually doing on the website to understand how to make the process better for everyone.

From looking at last year's data they realized that in 2020 people were accessing the site in a very different way than they did in previous years, because of the pandemic. During 2020, 92.8 percent of people were accessing the website by their desktop. Compared to the previous year, 2019, there was a higher percentage of people accessing through mobile and tablets. Moving into 2021 and 2022, she said there will be an increase of mobile and tablet users. In 2020, the information people were most looking for was about COVID-19. They were also looking at the Planning and Building Department, as well as trails and ways to get out into the community. By contrast, in 2019, people were looking at taking classes, looking at the calendars, and going into Town Center. Depending on the year, the month, or what is going on, people look for different information, so being able to present the relevant information for the time of year will be helpful for residents to find what they need quickly.

Ms. de Garneau continued that they had a couple overarching goals with the website update. First, to make information as accessible as possible for those utilizing it, and free up staff time for those who need additional assistance. There are two sets of users coming to the website. For the return user, they wanted to make the documents easy to find, and for the new user they wanted to make it more explicit on where to start to get the information they need. The second goal was to organize the website so that the evergreen content is separate from dynamic content, so the dynamic content stays fresh. With these goals in mind, they are making the website more user-friendly. They are preparing to integrate online services that they are implementing through the new OpenGov software, reorganizing the content to make it more accessible. They met with each department head and the Town Manager to review and understand their needs and had multiple meetings with the Building and Planning Department to revamp the Building and Planning sections. They interviewed Town staff and reviewed the page visit data to determine the information most needed, asking, what are people calling the Town for? Why are they coming to the front desk and visiting the website? What are they complaining about not being able to do on the website, or information that's hard to find?

With this information, the team reimagined the navigation bars, reorganized and streamlined content to eliminate the "brain freeze" caused by a long list of items to click on. To make an easy transfer of content, they've been reorganizing the current content on the current website, to be able to see where everything could be on the new website. A new "Departments" will be included, and a "Business" tab will replace the Planning and Building tab. An "I Want To..." tab will lead users to the most commonly sought after information in an easily accessible place. The Town Council subcommittee helped select the template, colors and fonts for the new website, as well as evaluate and organize the website map. The home page will be brighter and crisper than the old website and components more malleable, in that they are able to change the tabs at the top, the buttons, and the main content section to emphasize specific content. With the new malleable components, they will have the ability to create a more dynamic homepage and also

better support the online solutions being implemented through OpenGov, making them easier to find and showcase. They are anticipating having enhanced engagement, with the ability to showcase important issues, events, and opportunities for residents to give feedback.

Ms.de Garneau shared the remaining timeline for the website update. On May 10<sup>th</sup> the current website was backed up, and they are currently transferring content to the new template. From May 10<sup>th</sup> to June 1<sup>st</sup> they will be checking content and fixing the organization. They will be doing additional training with staff on the back end of the website and will decide what to emphasize on the homepage. On June 1<sup>st</sup> the wireframe will switch to the live site, and from June 1<sup>st</sup> to June 13<sup>th</sup> they will make sure everything is working. They will engage a small focus group to test the site. The group will be comprised of a few committee members, a few community members, staff members, and hopefully a member of the business community. From June 14<sup>th</sup> to June 18<sup>th</sup>, they will make any changes identified from the focus group and staff. June 21<sup>st</sup> is the tentative official public launch of the new website.

After the upgrade is complete, they will create a schedule for reviewing pages so that the content doesn't get stale. There are in the contract some additional tools available to utilize. For example, a semi-annual health check of the website, a semi-annual site analytics report, and they are hoping to do site analytics before and after to see what the difference is between the old and new website. They will be doing a graphics audit. In addition, they are also working with a company called Site Improve to ensure that accessibility requirements are met on the new website. Once launched, they will come back to the Council with a review of all the new features and new content.

Mayor Derwin invited comments and questions from Councilmembers.

Vice Mayor Hughes has been on the subcommittee and is glad to be on the verge of finally launching the site after all the work. Although there may be some wrinkles to iron out over the following weeks, from the public's point of view, if they go to the website after June 1<sup>st</sup>, they will see the new site. Ms.de Garneau replied this is correct and added that one of the goals with updating content on the current website was to have as little transition time as possible. Vice Mayor Hughes said oftentimes committees produce flyers and other content to put on the website. He asked how committees or community members should interact with staff in terms of getting new content or updates placed on the website. Ms. Chinn replied that the process will be the same. Anytime a committee member wants to do a particular project or wants to change their page, or have a new page, they can contact her. Ms.de Garneau added that they can do some engagement with the committees and are undertaking another project which will make it easier to communicate with all the committee chairs.

Councilmember Wernikoff thanked the staff for their work. She is excited about this and looking forward to it. She thinks it is a tremendous opportunity for the Town to have easily digestible information out there for the community to learn about particularly hot topics, like wildfire, housing, et cetera, to help prevent the misinformation that sometimes gets out there. She said it will be fantastic to have a more flexible website and to have information available in a more concise way, versus trying to find things in all the nooks and crannies where it currently resides. She thinks it will be a good resource for the community.

Councilmember Aalfs thanked the staff, Councilmember Wernikoff and Vice Mayor Hughes for moving this forward and is looking forward to seeing the website revamped.

#### (13) Discussion and Council Action – Planning & Building Department Staffing

Town Manager Dennis shared that when Planning and Building Director Russell started a few years ago, none of them anticipated that there would be the kinds of changes we would be considering as it relates to the Planning and Building Department given everything that's happening. He thanked her in advance for her extremely good work relating on this report and turned the presentation over to her.

Planning and Building Director Russell began the presentation on staffing in the Planning and Building Department. She said it's useful to think about fiscal year 2018-2019 as a good reference point, a point before the pandemic started, but fairly recent. At that time, the staffing pattern was four full-time staff – herself, the planner and two technicians. There were two part-time contract staff, a planner and a building inspector, who was also the building official. At that time, it was a busy but manageable workload with little time for special projects or administrative work, but they were able to keep things moving. In fiscal year 2019-2020, the Council authorized a second full time planner position, However, about that time the

associate planner moved on, so they recruited and hired an assistant planner, but were not able to hire the higher-level associate or senior planner. The pandemic started at this point, and they were not sure about a lot at that time. The Council decided to defund the associate/senior planner position due to the uncertainty of the time. They have been using consultant planners to provide services during that time. Director Russell explained that for building official services, there was a previous inspector who was also a certified building official, but she left the area at the start of the pandemic. Planning and Building Director Russell has been doing the majority of the Building Official work since that time and has been using consultant services to assist her with code interpretations and context and decision-making. On code compliance, the activity they have been able to do has been very limited because of the other workload. The technician is able to do a small amount of follow-up on code enforcement complaints, but they have only been able to address the more serious health and safety issues that have come up. Their traditional approach to code enforcement has been a very light touch. The Town has preferred neighbor-to-neighbor communications, and they emphasize reaching out to people and sharing best practices. They rarely use a notice of violation or other more serious enforcement action.

Director Russell said the work program has been evolving in many ways over the last couple years, becoming more complex with many more demands for customer service. They are working on significant development applications, more than the Town has seen in the past. With that has come increased community engagement and need for communication. She also thinks there is a connection to the Public Records Act requests that they are receiving. They used to see a couple per year total, and now are getting them on a regular basis. They are also dealing with more complex state laws and applicants are requesting a very high level of service from them. Then there was the pandemic on top of that. Previous systems were all in-person and on paper, but within three months everything was virtual, necessitating initially closing down all permitting activity and focusing only on emergency permits. Gradually they developed new procedures and added new technology to get back to nearly full services by July of 2020. She said they have learned a lot through the process and can provide services remotely. However, many of these processes are slower than the old systems were, having to do with the number of contacts they have to have with people, the volume of communications and emails, and moving things around. Director Russell said that moving forward they hope to take the best of pre-pandemic systems, along with everything they've learned, to rework procedures to become as efficient as possible.

Director Russell said they have also experienced that the needs of the residents have changed, perhaps due to the pressure of the outside world and what everyone has been dealing with. Applicants have been interacting with staff differently, some just needing reassurance. One of the technicians who is known by many in the community has experienced that sometimes people seem to call her just because they need some reassurance that everything is going to be okay. They also deal with people that are more impatient and even more angry than ever before which takes a toll on staff. They recognize customer service as their core mission, but when putting all these things together, it has resulted in strained resources.

Director Russell presented tables in reference to volumes of work. She said from April to June of 2020 when the pandemic had just hit and they were mostly closed, they were still able to receive applications for 62 building permits, an important accomplishment for them to demonstrate to the community that they were still providing services and were still there to help people. Some were emergency permits for people under a lot of stress. The following quarter, July to September of 2020, they received 116 building permit applications – a very high number, especially considering they were using brand new permitting procedures that they were still testing out. That quarter, compared to a reference of fiscal year 2018-2019, showed a 28-percent increase. If that trend continues, they are looking at something like 448 permits by the end of the year, a 20-percent increase over the reference year of 2018-2019.

Director Russell explained two areas of work that the technicians do – tree removal permits and residential data reports. Both have had a significant amount of growth during the same time period. If the trends continue, with 38-percent increase in tree removal permits over the reference year. Residential data reports are even higher, and they are very busy in this area, with a 53-percent increase over 2018-2019 already. Code enforcement complaints increased dramatically in the past fiscal year. Director Russell said they feel the spike perhaps was related to a leaf-blower ordinance going into effect, but also because people have been at home, noticing things in the community. People have been on edge, and this may also have contributed to the number of code enforcement complaints received. She said some colleagues have reported the same thing.

Director Russell explained that planning applications data is not as easy to extract based on how the software works. In fiscal year 2019-2020, the number of permit applications received totaled 34. This fiscal year they are already at 52 applications, a 35-percent increase. They don't have exact data to compare to in the reference year of '18-'19, but do have the information for calendar year 2019, so a reasonable approximation that shows a 27-percent increase over that year. They are working on significant development projects right now, including Stanford Faculty Housing, the Neely Winery Conditional Use Permit. The Alpine Hills is in for an amendment to their Conditional Use Permit. Priory School is in for an amendment to their Conditional Use Permit. Alpine Inn Rossotti's is expected to come in for an application as well. The Housing Element Update was talked about in-depth at last meeting, and they are preparing to start work on the Safety Element Update as well.

Director Russell shared that there is a backlog of applications on the planning side. They've kept up pretty well on the building side but are very strained to do that at this time, so the backlog is bigger in planning and a little bit in building, and also in the areas of trying to keep the house clean, keeping up with the everyday things that are hard to get to. Right now, there is the same full-time staff – herself, the planner and two technicians. There are two part-time contract staff. Four planners at varying levels – Principal Planner, Senior Planner, and Assistant Planner – that are assigned to different projects according to their levels. There is the contract building inspector. They have also brought on a contract code compliance officer to help with the code compliance backlog. Director Russell said she recently brought in a building official to assist her with the high-level and complex building-related issues.

Director Russell said the immediate item they are seeking Council direction on is to fill the Senior Planner position right away. This is really important for the Housing Element Update process and for the other Council priorities. That would be the majority of what that person would work on, and she expects about 85 percent of this position would go towards that type of work, which is paid for by the General Fund, and about 15 percent of their work would probably be reimbursable for development applications that they are working on. The expected salary is \$115,000 to \$130,000, plus benefits.

Next would be to retain the contract planner services. All of these services are as needed. There is not a commitment on these types of services. She would like to have the current planners continue on their projects, to have continuity on the projects to the degree that is possible. For other large projects, there would be planners at different levels to be able to assign those projects to. The majority of the work would be reimbursable through applicant deposits. They would like to have some funds available for general customer service and for special projects, because when they are helping people at the beginning of their project, they have not yet been reimbursed with the application fees. She said this is a very important part of the services they provide, and the one full-time planner is not going to be able to handle all of the customer service themselves, so they will need a contract planner to help with this, as well as the special projects, and maybe some of the other Council priorities that have come up. This may include things like updating the Design Guidelines for the Fire Safety recommendations, the trees that previously discussed, those types of things where funds are needed to be able to staff those tasks.

There is also a need to retain code compliance service on an as needed, no commitment basis. Director Russell stated that about three to four hours per week would probably be sufficient once they catch up a little bit, to have a reasonable response to complaints and to be able to close out cases. She said a good thing about having an experienced code compliance officer is that they are going to keep good records, tracking all complaints, and maintaining a clear record of what's been followed up on and what cases have been closed, which will be helpful to the Council and will also provide more data and information to help in decision-making. Director Russell said their plan, unless the Council would like them to do something different, is to maintain the current approach to code compliance, which is about communication and voluntary compliance. They still would not be issuing violations just because there is a contract code compliance officer. It would simply make it possible to follow up and to communicate and bring things to resolution. This would be a General Fund expense estimated at around \$23,000.

Next, Director Russell described the need to retain building official services as needed, about three to four hour per week, a person who would be advisory to Director Russell and in support of staff in dealing with complex issues by being able to go into the field and help with problem-solving. The person they have retained is very experienced and was previously at Menlo Park, having worked with Kara there, and coming to the Town very well-recommended by a colleague of Director Russell. He will be a face of the

building division in a capacity the Town has not had since having a full-time building inspector, which will help on challenging projects. This would also be a General Fund expense, at \$25,000.

Director Russell then spoke of next steps. She said it is hard to tell right now where all the increased workload is coming from, some of it being a natural increase as housing stock is aging. Some is related to the pandemic and it is unknown how it is going to resolve. Some is related to market activity of the unusual economy of the pandemic and the very hot real estate market. Some is probably related to the number of development applications received currently. It is unknown what trends will continue. She said they will need to check in with the Council more regularly on the Planning and Building Department staffing, so they suspect they will come back in the middle of the fiscal year to see how things are going, and periodically after that, to monitor and keep up customer service levels. She said, for tonight, staff is seeking direction on two things. First, the recruitment of a senior planner, which they would like to immediately recruit upon approval. Secondly, feedback and direction on the remainder of the plan so that the information can be implemented into the budget process to bring forward in June.

Mayor Derwin invited questions from the Councilmembers.

Vice Mayor Hughes agreed there have been a lot of changes in the short term and will be more moving forward and moving into the Housing Element Update. He asked if the senior planner is currently budgeted, or if a budget amendment is needed first. Town Manager Dennis responded that the position was not deleted but the funding was eliminated for the fiscal year. There is no budget action required tonight because of the timing of the position. They would anticipate a person to come onboard very quickly in the new fiscal year, so there is no action required. Vice Mayor Hughes asked regarding the building official if it would be a General Fund cost, or if they are all project-related expenses, billable to applicants. Director Russell replied in some cases there may be a separate deposit account on what he is working on, but more likely it would be covered with the general building permit application and inspection fees. So, it is mostly a General Fund expenditure. The way the fees are set up in the Building Department is different than in Planning, where there are deposits for almost everything they do.

Mayor Derwin invited questions from the public. Hearing none, she brought it back to the Council, summarizing that they are asked to provide direction on, first, whether to fill a senior planner position immediately and secondly, direction on retaining contract planner, code compliance and building official services for \$30,000, \$23,000 and \$25,000, respectively.

Vice Mayor Hughes was supportive of all of the above.

Councilmember Aalfs agreed. He noted how hard the staff has been working to keep up with everything and he thinks they need more help in this area.

Councilmember Richards agreed with previous comments.

Councilmember Wernikoff agreed and commented that the report was very thorough and feels it is a no-brainer and a very important need.

Mayor Derwin concurred as well. She asked Town Manager Dennis if any of their special money could be used for this. Town Manager Dennis responded that he doesn't necessarily see a path for this, but they will explore it. It hasn't been part of the core conversations around use of the COVID-10 funds. He would be reluctant to use one-time funds for permanent positions, so they would need to be careful there.

Councilmember Richards moved to authorize staff to initiate recruitment of a senior planner and approve the retention of contract planning services, including code compliance and building official. Seconded by Vice Mayor Hughes, the motion carried, 5-0.

Town Manager Dennis commented that he appreciated the opportunity to have the conversation with Council tonight to be able to convey how challenging the last year has been for all departments. He said the staff is extraordinary and very talented. Half of the staff have spent their careers with Portola Valley. They were asked to completely transform the way they had conducted business for 20 years in some cases. He said they did an incredible job of that. Delays in the department had been expected to some degree, given the circumstances. He remarked that for six weeks there was no Planning Director. They are working very hard to complete the tasks that they know they can do as quickly as possible but are

very appreciative of the Council hearing them tonight. He concluded by stating that the Planning and Building staff is full of people who are working hard for the community.

Mayor Derwin acknowledged the comments and said they get it. She thanked the staff. Director Russell in turn expressed that the Council's support means a lot to her and the staff. Councilmember Aalfs added that last year, in the depths of the despair, he was hearing from a lot of constituents and said the diligence and patience the staff showed in overcoming all of the obstacles was truly admirable.

(14) **COUNCIL LIAISON COMMITTEE AND REGIONAL AGENCIES REPORTS**

Councilmember Richards attended a HEART meeting. Don Horsley ran the meeting. Armando Sanchez and Maheen Shafiabady were in attendance. Most of the meeting had to do with updating progress on their various programs, such as loans to housing developers, first-time home buyers' program, quick start program, mostly programs to loan money to people who are stretched in finding a place to live. They've had great success with it, with 16 projects completed last year. He said they have a fabulous set of programs and they are doing wonderful work but do need more help and are exploring new opportunities. They also went through the GLADUR program, the ADU program they put together last year that he assisted on, putting out four designs for ADUs that are free to the user and pre-approved by several cities in the county. There is a website heartofsmc.org where people can see the designs and see what's available, download the designs, and if you're in one of the cities where they are pre-approved, be able to theoretically get them into construction quickly. He said it is an encouraging step in right direction.

Councilmember Richards also attended the Emergency Preparedness meeting. A representative from the Sheriff's Department was there, as well as Chief Linder, talking about, among other things, pre-planning for potential evacuations from the town, and an update on WPV-Ready. There will be a field day on June 26<sup>th</sup> for ham radio operators to get together. There was talked about an exercise coming up with WPV-CERT a region-wide exercise. Councilmember Richards said the Open Space Committee was well-attended. Some potential new members attended. The primary discussion pertained to possible description of the Open Space, describing what types of Open Space exist, the reason that the Open Spaces and what their purpose is. Top priorities for now include the Dengler property and Shady Trail, which are a little off the beaten track, He said most people don't even know the Dengler property is there. Vice Mayor Hughes was at the meeting and presented his proposal for developing parameters for Open Space easements as a possibility for using the Open Space funding, which they thought was a great idea. He attended the San Mateo Council of Cities. Anna Eshoo gave an informative update from Washington.

Councilmember Aalfs was on a call with Mayor Derwin and Town Manager Dennis with the Insurance Commissioner, Commissioner Lara. He thought it was a useful and interesting discussion, with the three from Portola Valley and their counterparts from the Town of Woodside and the Town of Hillsborough. Commissioner Lara was very receptive to their concerns, basically insurance cancellations. Councilmember Aalfs talked about being asked to provide housing that we might not be able to get insured. He was quite pleased by his response, as it was clearly something that was on his mind as well. He felt like the Commissioner is addressing it as one other angle to look at with regard to housing questions, along with just getting insurance for our existing houses. He attended the Parks and Rec meeting last week. The Zots to Tots picnic and concert are now scheduled for October 9<sup>th</sup>. They also discussed the dog park again. One public commentor pointed out the Day of the Horse is usually held in the space they are considering for the dog park. Councilmember Aalfs said he wants to be accommodating to the horse community, but it feels like there should be some compromise, and it seems extreme to take this very popular item off the table for something that is going to happen one day a year. There will be more discussion about it.

Councilmember Wernikoff attended the ASCC meeting. The primary agenda was update and review of the addition at Station 8. It was an opportunity for neighbors and the Conservation Committee to share their thoughts about the parking in particular. There was no action taken. Regarding use of funds for the business community, her understanding was they were going to wait for more guidance on the COVID relief funds. Once they have that, they would figure out a way to make certain funds available to local businesses. Councilmember Wernikoff didn't feel they know enough about it to talk more in detail at this point.

Town Manager Dennis said 151 pages of it was just released and he and Ms. Silver are reviewing it. Their initial read is that it does provide a lot of potential opportunities for the use of funds, including the business community. They will have more to report on that.

Vice Mayor Hughes reported on the BPTS Committee meeting on Wednesday the 5<sup>th</sup> a report from the Sheriff's Department. They wrote 125 parking citations in the month of March. Most of those are enforcement around Windy Hill. They wrote more in April, but the final numbers are not out yet. There was discussion about the continuing issues with parking there. The BPTS formed a subcommittee to look at changing some of the signage there to improve compliance. On May 22<sup>nd</sup> there is a Bike to Anywhere day. They will have an energizer station set up at Triangle Park for bikes going by, with tune ups and helmet fitting. He attended a Finance Committee meeting on Wednesday, the 5<sup>th</sup>. New member, Stephen Cassani, was welcomed. Vice Mayor Hughes updated the Finance Committee on the status of the OpenGov project, which is moving along well. The Committee discussed shifting to a quarterly meeting schedule. Not just to review reports but also to discuss anything else that comes up in the interim, plus one or two additional meetings per year for budget and audit. The Open Space Acquisition Committee put together a brochure and will be working on taking that information and updating the Open Space content on the website as well. The Planning Commission's main item of discussion was an update from staff on the Housing Element process and timeline, as well as the fire safety process for reviewing undergrounding of utility applications when panels are updated and what sorts of things staff should communicate to applicants and when they might expect that the Commission would be more or less likely to grant exceptions. Staff was looking for guidance from the Planning Commission on how to talk to applicants about what they should consider when asking for exceptions. Vice Mayor Hughes and Mayor Derwin met with the Committee Chairs, mostly updating them on what's going on and what's coming up in the Town. Town Manager Dennis added it is a quarterly meeting that the Mayor and Vice Mayor primarily for updates. Mayor Derwin added there was discussion about a lot more people at the meetings and meetings are a little bit harder to handle. There were also questions on timing from coming back from COVID, but nothing unexpected.

Mayor Derwin had three meetings with the C/CAG ED Search Committee. They interviewed six candidates last week. She shared the day-long process of interviewing and choosing a final candidate. This candidate will come before the Board tomorrow night in a closed session.

Mayor Derwin attended the meeting with the committee chairs and reported that Craig Taylor shared something that a lot of people have said before. That is, he wondered if there was a way that everyone who was there could see who else was there. She said there was a lot of conversation about fire and that CPAW was discussed, as well as cameras with AI. She said it was a meaty discussion. Evacuation was discussed, and the fire clearing in town where people are clear-cutting. Also, the code compliance calls which Planning and Building Director Russell talked about previously. She also attended the Express Lanes Board meeting and reported that they hired a design firm to brand the Express Lanes.

Mayor Derwin commented on the meeting with the Insurance Commissioner. She felt he was very excited about the work people are doing on their property. He was not happy that people who were doing work on their property in places like Portola Valley are losing their insurance. He said the only way to force the insurance companies to not drop people would be an act of legislation, which is not going to happen because of the insurance lobby. He said the only way he could influence it is when they come before him for a rate review. Mayor Derwin said her broker was told that if you were rejected by all the name brand insurance companies, you can no longer go to Fair Plan, but must first exhaust surplus lines, such as Lloyds of London, Scottsdale, et cetera, which are very expensive. This is not true, and Fair Plan cannot tell people that you have to go to surplus lines first. Commissioner Lara talked about the importance of home hardening and talked about a lot of things being done in the town. He was not happy about places like Portola Valley being asked to add more housing when the insurance market is so unstable.

Mayor Derwin mentioned Anna Eshoo's presentation at the Council of Cities and her update on what is happening. She wants to bring back the SALT deduction. She was pushing the George Floyd Police Reform ACT, and also talked a lot about the CZU fire and the American Jobs Act. There hasn't been one done in a long time in Congress, and how this is a time to do some really big bills and infrastructure. Mayor Derwin quoted Ms. Eshoo as saying, "The world is watching to see if a democracy can do things together, grow and invest in our own democracy. The autocrats cannot win."

(15) **TOWN MANAGER REPORT**

Town Manager Dennis reported that at the next Council meeting the subcommittee working on COVID-related issues will present information related to return to the office and flexible work schedule ideas. He attended the Open Space Acquisition Committee meeting. It was his last meeting of the PV Donates tour. He will be bringing forward what was heard as a refined program and bring that back out to the committees. Overall, the committees were pretty pleased with the ideas. There were a lot of great suggestions related to types of projects that could be supported by the program. In the next week or so residents will be receiving a letter from the Fire Marshall, the annual defensible space letter. He thanked the Fire Marshal for allowing him and his staff to include some additional information about things of consideration to them, including contacting them if someone wants to know if they need a permit or not. Also, the Conservation Committee provided language on timing of certain work. The online reservation system is up and functioning for pickle ball. Many more such services will be provided in the coming weeks and months. Ms.de Garreaux has done an outstanding considering the types of things needed to be put online. Finally, he reported that Councilmember Aalfs and he attended the Midpeninsula Regional Open Space District meeting, a special meeting to review their wildfire resiliency planning efforts that they have been working on for some time. He said they did a good job of identifying the various needs in all of the system's open spaces, including Windy Hill. Councilmember Aalfs and he thanked them for their work and for allowing Fire Marshal Bullard to participate in the conversations, which led to an outstanding plan for Windy Hills specifically. He let them know they stand by to assist them and encouraged them to fund and execute the mitigation efforts.

**WRITTEN COMMUNICATIONS**(16) **Town Council Digest** – April 29, 2021(17) **Town Council Digest** – May 6, 2021

[none]

**ADJOURNMENT** [9:38 *p.m.*]

Mayor Derwin adjourned the meeting.

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 Mayor

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 Town Clerk

Check Register

| Check Number                           | Vendor Number | Vendor Name                    | Check Amount | Check Date | BW | Check Type |
|--|---------------|--------------------------------|--------------|------------|----|------------|
| Checks for Cash Account: 910-11012-000 |               |                                |              |            |    |            |
| 55694                                  | 8             | ACCOMTEmps                     | 912.03       | 05/26/21   |    |            |
| 55695                                  | 21            | ALMANAC                        | 516.00       | 05/26/21   |    |            |
| 55696                                  | 41            | AT&T                           | 287.28       | 05/26/21   |    |            |
| 55697                                  | 44            | BANK OF AMERICA                | 3,183.04     | 05/26/21   |    |            |
| 55698                                  | 78            | CALIFORNIA WATER SERVICE CO    | 10,408.89    | 05/26/21   |    |            |
| 55699                                  | 80            | CALPERS                        | 35,578.05    | 05/26/21   |    |            |
| 55700                                  | 80            | CALPERS                        | 279,965.75   | 05/26/21   |    |            |
| 55701                                  | 107           | CITY OF BELMONT                | 47.00        | 05/26/21   |    |            |
| 55702                                  | 113           | CITY OF REDWOOD CITY           | 2,457.00     | 05/26/21   |    |            |
| 55703                                  | 124           | COMCAST                        | 579.11       | 05/26/21   |    |            |
| 55704                                  | 135           | CSG CONSULTANTS INC            | 3,232.75     | 05/26/21   |    |            |
| 55705                                  | 167           | ECS IMAGING                    | 3,977.00     | 05/26/21   |    |            |
| 55706                                  | 211           | HAYWARD LUMBER CO              | 95.24        | 05/26/21   |    |            |
| 55707                                  | 213           | HILLYARD INC                   | 496.26       | 05/26/21   |    |            |
| 55708                                  | 218           | ICMA                           | 12,008.94    | 05/26/21   |    |            |
| 55709                                  | 227           | INTERSTATE TRAFFIC CNTRL       | 1,236.43     | 05/26/21   |    |            |
| 55710                                  | 262           | JORGENSON SIEGEL MCCLURE & FLE | 20,271.25    | 05/26/21   |    |            |
| 55711                                  | 295           | LYNX TECHNOLOGIES INC          | 650.00       | 05/26/21   |    |            |
| 55712                                  | 332           | N.C.E.                         | 1,195.00     | 05/26/21   |    |            |
| 55713                                  | 364           | PERS HEALTH                    | 11,639.94    | 05/26/21   |    |            |
| 55714                                  | 367           | PG&E                           | 912.77       | 05/26/21   |    |            |
| 55715                                  | 372           | PINNACLE BUILDING & DESIGN     | 1,000.00     | 05/26/21   |    |            |
| 55716                                  | 375           | PLATINUM FACILITY SERVICES     | 419.40       | 05/26/21   |    |            |
| 55717                                  | 376           | PORTOLA VALLEY HARDWARE        | 400.13       | 05/26/21   |    |            |
| 55718                                  | 403           | RON RAMIES AUTOMOTIVE INC.     | 431.27       | 05/26/21   |    |            |
| 55719                                  | 406           | RR DONNELLEY                   | 208.96       | 05/26/21   |    |            |
| 55720                                  | 436           | SM CO. FLOOD & SEA LEVEL RISE  | 25,000.00    | 05/26/21   |    |            |
| 55721                                  | 437           | SMALL BUSINESS BENEFIT PLAN TR | 2,218.70     | 05/26/21   |    |            |
| 55722                                  | 449           | STATE CONTROLLERS OFFICE       | 2,116.08     | 05/26/21   |    |            |
| 55723                                  | 468           | THERMAL MECHANICAL INC         | 530.00       | 05/26/21   |    |            |
| 55724                                  | 477           | TOYOTA MATERIAL HANDLING       | 3,221.24     | 05/26/21   |    |            |
| 55725                                  | 499           | WESTRIDGE ARCHITECTURAL        | 120.00       | 05/26/21   |    |            |
| 55726                                  | 504           | WOODSIDE & PORTOLA PRIVATE     | 300.00       | 05/26/21   |    |            |
| 55727                                  | 553           | COUNTY OF SAN MATEO-PSC        | 16,532.25    | 05/26/21   |    |            |
| 55728                                  | 641           | ACTION SIGN SYSTEMS, INC       | 1,000.00     | 05/26/21   |    |            |
| 55729                                  | 642           | CYBERTARY.COM                  | 925.00       | 05/26/21   |    |            |
| 55730                                  | 643           | KELLY CONSTRUCTION             | 1,000.00     | 05/26/21   |    |            |
| 55731                                  | 644           | QINGQI WANG                    | 1,000.00     | 05/26/21   |    |            |
| 55732                                  | 645           | SUSAN NIGHTINGALE              | 2,620.00     | 05/26/21   |    |            |
| 55733                                  | 646           | ZAZHARY PEARLMAN               | 1,000.00     | 05/26/21   |    |            |
| 55734                                  | 647           | STEVEN KULL                    | 950.14       | 05/26/21   |    |            |



| Check Date | Check Number | Special Information  | Net Check Amount | Total Invoices Paid                           | Invoice Number   |
|------------|--------------|--|------------------|---|--|
| 05/26/21   | 8<br>55694   | Week Ended 04/02/21<br>ACCOUNTemps   | 912.03           | 912.03  | 57609903   |
|            | 21<br>55695  | April Publishing<br>ALMANAC  | 516.00           | 516.00  | 72554  |
|            | 41<br>55696  | April Statement<br>April Statement<br>April Statement<br>AT&T  | 287.28           | 45.98<br>195.39<br>45.91                      | 000016422292<br>000016422293<br>000016422294                             |
|            | 44<br>55697  | April Statement<br>BANK OF AMERICA   | 3,183.04         | 3,183.04                                      | 1388-APR21   |
|            | 78<br>55698  | Water Service, 4/09/21 - 5/06/21<br>CALIFORNIA WATER SERVICE CO  | 10,408.89        | 10,408.89                                     | APR 21_SVC   |
|            | 80<br>55699  | April Unfunded Liability<br>May Unfunded Liability<br>March Retirement - CLASSIC<br>March Retirement - PEPPRA<br>CALPERS | 35,578.05        | 6,687.55<br>6,687.55<br>16,141.43<br>6,061.52 | 100000016383787<br>100000016417447<br>100000016337004<br>100000016337021 |
|            | 80<br>55700  | 2nd Installment, CERBT Acct# 7325167619-001<br>CALPERS   | 279,965.75       | 279,965.75                                    | CERBT-FUND20PEB  |
|            | 107<br>55701 | May Council of Cities Meeting, Maryann<br>CITY OF BELMONT  | 47.00            | 47.00   | 05282021   |
|            | 113<br>55702 | April IT Support<br>CITY OF REDWOOD CITY   | 2,457.00         | 2,457.00                                      | BR58864  |
|            | 124<br>55703 | WiFi, 4/21/21 - 6/20/21<br>WiFi, 5/16/21 - 6/15/21<br>COMCAST  | 579.11           | 334.47<br>244.64                              | 1945-MAY/JUNE<br>7290-MAY  |
|            | 135<br>55704 | Nov 20 Appl Chgs, Excluding Inv 34118, 34422<br>CSG CONSULTANTS INC  | 3,232.75         | 3,232.75                                      | NOV20 APPL CHGS  |
|            | 167<br>55705 | WebLink, Server, Licensing<br>ECS IMAGING  | 3,977.00         | 3,977.00                                      | 15945  |
|            | 211<br>55706 | Town Center Benches<br>HAYWARD LUMBER CO   | 95.24            | 95.24   | 37261330-00  |

| Check Date | Check Number | Special Information   | Net Check Amount | Total Invoices Paid      | Invoice Number                   |
|------------|--------------|---|------------------|--------------------------|----------------------------------|
| Vendor:    | 213          | HILLYARD INC  |                  |                          |                                  |
|            | 55707        | Janitorial Supplies   | 496.26           | 496.26                   | 604328061                        |
| Vendor:    | 218          | ICMA  |                  |                          |                                  |
|            | 55708        | Defer Comp, Q3_20   | 12,008.94        | 12,008.94                | Q3_20                            |
| Vendor:    | 227          | INTERSTATE TRAFFIC CNTRL  |                  |                          |                                  |
|            | 55709        | No Parking Sign & Clamp-on Bracket, PO #6720<br>Red Curb Paint                  | 1,236.43         | 1,112.54<br>123.89       | 242642<br>242657                 |
| Vendor:    | 262          | JORGENSON SIEGEL MCCLURE & FLE  |                  |                          |                                  |
|            | 55710        | November Statement<br>December Statement  | 20,271.25        | 13,326.25<br>6,945.00    | NOV20 INVOICES<br>DEC20 INVOICES |
| Vendor:    | 295          | LYNX TECHNOLOGIES INC   |                  |                          |                                  |
|            | 55711        | April Maintenance<br>March Maintenance  | 650.00           | 250.00<br>400.00         | 9336<br>9309                     |
| Vendor:    | 332          | N.C.E.  |                  |                          |                                  |
|            | 55712        | 2020 Street Resurfacing Project, Through 04/09/21                               | 1,195.00         | 1,195.00                 | 424245509                        |
| Vendor:    | 364          | PERS HEALTH   |                  |                          |                                  |
|            | 55713        | May Health  | 11,639.94        | 11,639.94                | 100000016404993                  |
| Vendor:    | 367          | PG&E  |                  |                          |                                  |
|            | 55714        | April Statements  | 912.77           | 912.77                   | APR21 STATEMENT                  |
| Vendor:    | 372          | PINNACLE BUILDING & DESIGN  |                  |                          |                                  |
|            | 55715        | Refund Deposit, 501 Portola #18P  | 1,000.00         | 1,000.00                 | BLDR114-2020                     |
| Vendor:    | 375          | PLATINUM FACILITY SERVICES  |                  |                          |                                  |
|            | 55716        | December Friday Disinfection Svcs<br>Janitorial Supplies<br>Janitorial Supplies | 419.40           | 336.01<br>36.73<br>46.66 | 40081<br>41229<br>41253          |
| Vendor:    | 376          | PORTOLA VALLEY HARDWARE   |                  |                          |                                  |
|            | 55717        | April Statement   | 400.13           | 400.13                   | 193-APRIL21                      |
| Vendor:    | 403          | RON RAMIES AUTOMOTIVE INC.  |                  |                          |                                  |
|            | 55718        | April Fuel Statement  | 431.27           | 431.27                   | PVFUEL_APR21                     |
| Vendor:    | 406          | RR DONNELLEY  |                  |                          |                                  |
|            | 55719        | Business Cards, Cindy Rodas<br>Business Cards, Nicole Tanori                    | 208.96           | 104.46<br>104.50         | 962971871<br>177459871           |

| Check Date | Check Number | Special Information                                | Net Check Amount | Total Invoices Paid | Invoice Number |
|------------|--------------|--|------------------|---------------------|----------------|
| Vendor:    | 436          | SM CO. FLOOD & SEA LEVEL RISE                      |                  |                     |                |
|            | 55720        | Second Installment Contribution, FY20-21           | 25,000.00        | 25,000.00           | FY2021-014     |
| Vendor:    | 437          | SMALL BUSINESS BENEFIT PLAN TR                     |                  |                     |                |
|            | 55721        | June Dental/Vision                                 | 2,218.70         | 2,218.70            | JUNE-2021      |
| Vendor:    | 449          | STATE CONTROLLERS OFFICE                           |                  |                     |                |
|            | 55722        | Annual Street Report, 07/01/20 - 06/30/21          | 2,116.08         | 2,116.08            | FAUD-00002732  |
| Vendor:    | 468          | THERMAL MECHANICAL INC                             |                  |                     |                |
|            | 55723        | Repair Remote Access to Delta Control System       | 530.00           | 530.00              | 81001          |
| Vendor:    | 477          | TOYOTA MATERIAL HANDLING                           |                  |                     |                |
|            | 55724        | Replacement Batteries & Installation               | 3,221.24         | 400.00              | BL4J61         |
|            |              | Dead Batteries Drop Off & Reinstallation           |                  | 480.00              | BL4J6102       |
|            |              | Gen Vehicle Maintenance, PO 00006725               |                  | 2,341.24            | BL4J6101       |
| Vendor:    | 499          | WESTRIDGE ARCHITECTURAL                            |                  |                     |                |
|            | 55725        | 2020 Annual Assessment                             | 120.00           | 120.00              | WASC-2020      |
| Vendor:    | 504          | WOODSIDE & PORTOLA PRIVATE                         |                  |                     |                |
|            | 55726        | Traffic Control, 4/24/21 Neighborhood Clean-Up Day | 300.00           | 300.00              | 190495         |
| Vendor:    | 553          | COUNTY OF SAN MATEO-PSC                            |                  |                     |                |
|            | 55727        | PD Dispatching Services, 04/21 -06/21              | 16,532.25        | 16,532.25           | PVPD 21-04     |
| Vendor:    | 641          | ACTION SIGN SYSTEMS, INC                           |                  |                     |                |
|            | 55728        | Acrylic Letter Installation, Library               | 1,000.00         | 1,000.00            | 38460          |
| Vendor:    | 642          | CYBERTARY.COM                                      |                  |                     |                |
|            | 55729        | April Transcription Services                       | 925.00           | 925.00              | 4337           |
| Vendor:    | 643          | KELLY CONSTRUCTION                                 |                  |                     |                |
|            | 55730        | Refund Deposit, 280 Golden Hills                   | 1,000.00         | 1,000.00            | BLDR0051-2018  |
| Vendor:    | 644          | QINGQI WANG  |                  |                     |                |
|            | 55731        | Refund Deposit, 177 Ramoso                         | 1,000.00         | 1,000.00            | BLDR0079-2020  |
| Vendor:    | 645          | SUSAN NIGHTINGALE                                  |                  |                     |                |
|            | 55732        | Reimbursement, Wayside Rd Work 9/19 & 1/21         | 2,620.00         | 2,620.00            | REIMB_WAYSIDE  |
| Vendor:    | 646          | ZAZHARY PEARLMAN                                   |                  |                     |                |
|            | 55733        | Refund Deposit, 1315 Westridge                     | 1,000.00         | 1,000.00            | BLDR0090-2020  |

| Check Date        | Check Number | Special Information         | Net Check Amount | Total Invoices Paid | Invoice Number  |
|-------------------|--------------|-----------------------------|------------------|---------------------|-----------------|
| Vendor:           | 647          | STEVEN KULL                 |                  |                     |                 |
|                   | 55734        | Refund Deposit, 5000 Alpine | 950.14           | 729.99              | PLN_PAR0002-201 |
|                   |              | Refund Deposit, 5000 Alpine |                  | 220.15              | PLN_SITE10-2019 |
| Check Date Totals |              |                             | 450,642.90       |                     |                 |
| Grand Total       |              |                             | 450,642.90       |                     |                 |

**TOWN OF PORTOLA VALLEY**  
**Warrant Disbursement Journal**  
**May 26, 2021**

Claims totaling \$450,642.90 having been duly examined by me and found to be correct are hereby approved and verified by me as due bills against the Town of Portola Valley.

Date \_\_\_\_\_

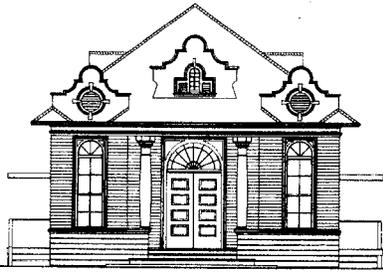
\_\_\_\_\_  
Jeremy Dennis, Treasurer

Motion having been duly made and seconded, the above claims are hereby approved and allowed for payment.

Signed and sealed this (Date) \_\_\_\_\_

\_\_\_\_\_  
Sharon Hanlon, Town Clerk

\_\_\_\_\_  
Mayor



# TOWN OF PORTOLA VALLEY

## STAFF REPORT

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**TO:** Mayor and Members of the Town Council

**FROM:** Jeremy Dennis, Town Manager

**DATE:** May 26, 2021

**RE:** Adoption of a Resolution Authorizing the City Manager to Execute an Agreement with the County of San Mateo for Continued Provision of Animal Control Services for a Five-Year Term Beginning July 1, 2021

### **RECOMMENDATION**

Staff recommends that the Town Council adopt the attached Resolution (Attachments 1 and 2) authorizing the Town Manager to execute an agreement with the County of San Mateo (the County) for continued facilitating of animal control services to the Town for a five-year term beginning July 1, 2021.

### **BACKGROUND**

Animal Control has been one of the longest running regional/shared services in San Mateo County. Since 1952, the County has contracted with the Peninsula Humane Society & SPCA (PHS) for animal control field and sheltering service. All 20 cities in the County have in turn contracted with the County for these services. Historically, cities have taken advantage of the economies of pooling resources in order to realize lower costs for services than each city could likely achieve by providing its own services.

Animal Control services are provided by PHS in a 45,000 square foot building owned by the County at 12 Airport Boulevard in San Mateo.

The mandated animal control service functions occur at the County Shelter at Airport Boulevard. Those functions include: receiving and housing stray animals; serving as the location for the public when looking for lost pets or surrendering animals; sheltering animals; spay/neuter clinic; and vaccination clinic. For public convenience, licensing, micro-chipping, veterinary care and animal behavior work and field services staff are at this location and respond to calls for service in our community.

On January 5, 2021 a request for proposals was released to 71 organizations for an Animal Care, Control and Shelter Services Contractor serving San Mateo County. Two contractors submitted a proposal on February 18, 2021 (Peninsula Humane Society & SPCA and Partners in Animal Care & Compassion/Pets in Need).

On March 4, 2021, the proposals were evaluated by a review committee comprised of nine reviewers including a Deputy County Manager, a San Mateo County Fiscal Officer, five reviewers from various San Mateo Cities, and subject matter experts from Los Angeles and San Bernardino. The evaluation determined that both proposals were acceptable, however, Peninsula Humane Society & SPCA (PHS) scored higher overall.

Contract negotiations with PHS started March 24. The negotiating team included the County Manager, County Counsel, the County Animal Control Manager, and six City representatives. Negotiations were amicably concluded on April 3, 2021 with the following agreements:

**Funding Term:** July 1, 2021 – June 30, 2025

**Amount:** \$32,548,989.91

|                           | Year 1 Budget         | Year 2 Budget         | Year 3 Budget         | Year 4 Budget         | Year 5 Budget         |
|---------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Budget Category           | Total                 | Total                 | Total                 | Total                 | Total                 |
| Personnel                 | \$3,432,241.20        | \$3,529,662.03        | \$3,635,551.89        | \$3,744,618.44        | \$3,856,957.00        |
| Fringe                    | \$1,120,626.75        | \$1,152,434.65        | \$1,187,007.69        | \$1,222,617.92        | \$1,259,296.46        |
| Operating Expenses        | \$1,139,500.00        | \$1,162,290.00        | \$1,185,535.80        | \$1,209,246.52        | \$1,233,431.45        |
| Equipment                 | \$78,200.00           | \$79,764.00           | \$81,359.28           | \$82,986.47           | \$90,058.36           |
| Subcontracts              | \$387,080.00          | \$373,221.60          | \$379,486.03          | \$385,875.75          | \$392,393.27          |
| Other Costs               | \$31,643.00           | \$30,108.00           | \$30,514.98           | \$28,678.90           | \$26,602.48           |
| <b>Total Expenditures</b> | <b>\$6,189,290.95</b> | <b>\$6,327,480.28</b> | <b>\$6,499,455.67</b> | <b>\$6,674,024.00</b> | <b>\$6,858,739.01</b> |

## DISCUSSION

The current Animal Control agreement between the County and PHS is set to expire on June 30, 2021. Animal Control services provided by PHS include the following, which would continue through June 30, 2026 under the proposed contract:

- Rescue animals
- Assist public safety
- Capture at-large stray animals
- Investigate animal bites and attacks
- Remove dead animals from public property
- Remove dead or living wildlife from private property if such wildlife has direct contact with humans and/or animals that involves a bite or attack
- Enforcement of leash laws and local ordinances

- Euthanize severely injured deer in the field
- Pick up animals that are injured or confined at schools
- Respond to calls for animals in traffic
- Aggressive dogs at large or an aggressive dog that could cause harm to a human or animal
- Injury or sick domestic animal or wildlife
- Dangerous animal permit violations
- Dog or cats in traps
- Owned animal for relinquishment
- Stray patrol requests
- Provide shelter services, Veterinarian care, including the impounding, receiving of stray animals, sheltering, redemption of animals, treatment to include vaccinations, flea treatment, deworming
- Provide treatment services to injured animals
- Provide animal enrichment while at the shelter
- Provide owner requested euthanasia to our residents
- Provide in-person customer service at the County shelter that is open from 11 am- 7 pm seven days a week, enable residents to obtain animal licenses and/ look for a lost pet
- Provide our residents to visit their website to look for lost animals or find information about services that they provide
- Hold monthly vaccine clinics for the residents of the County

The animal control contract before the Town Council tonight was developed in concept and reviewed by a working group of County managers, City Managers' and other interested city participants (for example some Police Departments' personnel). The SMCCMA has also established a standing committee to do an in-depth review of the contracts, performance audits, cost sharing formulas, and strategic direction for provision of countywide animal control services. The SMCCMA committee was directly involved with the County during contract negotiations and had a seat at the table with PHS and the County hammering out the final outcome.

The County, with the support, review, and advice of the SMCCMA, other interested city participants, and subject matter experts, negotiated a new five-year agreement with PHS. Work on the RFP, and new agreement and contract negotiations began in earnest in 2019 and concluded in 2021.

### **Cost**

In collaboration with PHS, the Cities/County negotiating team was able to reduce the proposed budget submitted by PHS by \$1.6 million dollars over 5 years with an increase in services to the residents of the County from the original RFP proposal. Compared to the

current contract cost, the five-year contract represents a reduction of \$577,915 in contract costs over 5 years, again with additional service included.

One of the major structural changes to the contract is the invoicing based on actual expenditures as opposed to a percent of the contracted budget. This will mean that the County and Cities won't receive a refund check after the annual audit for savings, but also that PHS won't be incentivized to keep 50% of the savings as provided in the past contract terms. Instead, the new contract includes an incentive for PHS if they meet the enhanced performance measures set forth in the contract. There will be no extra cost to the City because this incentive will be covered by the savings in the negotiated price. What this means for the City is there will be no increase to the contract costs until year four with a 2.4% from the present year and year five with a 5.1% (Or 2.7% year over year from year 4) from the current fiscal term.

Cities will continue to pay the County for administering the agreement, with the first payment to be \$790,835 for FY 2021-22, including the contract for an annual audit and for PetData to continue to provide the Chameleon database/reporting and then subsequent payments increasing between 1% and 3% annually over the term to \$846,894 the final year. These amounts are estimates and the Cities will only be billed for actual charges.

In addition, the County and cities/towns have entered into a separate cost share Memorandum of Agreement (MOA) for newly constructed facilities on County land. (See Paragraph 5.3 of attached contract).

#### **Outline of some of the increased contract services**

- Provide the process to ensure stray and owner-surrendered animals will not remain in the County Shelter more than three (3) weeks past the State law-mandated holding period.
- All policies and procedures shall be developed with the goal of animal welfare, enhancing the cost efficiency and quality of services provided to the County and participating Cities, and to reflect best practices in the industry for animal control and care. Contractor's Policies and Procedures shall be annually submitted to a committee of County and participating City representatives
- Ensure that that the rabies specimen is transported to the San Mateo County Public Health Laboratory within 48 hours of the animal entering the County Shelter or of being euthanized (weekends and holidays excluded)
- Complete health assessments of dogs and cats within 24 hours of the animal entering the County Shelter
- Document complete behavioral assessment results in Chameleon Data Management System (or any successor system) within 4 days of receiving each animal (not including the day of intake).
- Increased reporting to the County & Cities, to include fiscal reporting.
- Annual fiscal or performance audit
- Moving from 4 performance measures to 36 ways to evaluate the performance of PHS
- The addition of four animal control officers

**Additions or changes to Field service officers' responses**

The follow represents changes or enhancement to the current contract.

Priority 1: Immediately respond to all emergency calls of the following types within one (1) hour of the receipt of the call from the reporting party:

- A Public Safety agency request for immediate assistance within one hour
- When juveniles are present at a school grounds any bat, any aggressive animal, animal posing a risk to humans, sick or injured animals, dogs at large, or confined or trapped animal are present on the school grounds
- Request by a Public Safety Official or Fish & Wildlife officer to respond to a mountain lion or an escaped exotic animal that is an imminent threat to a person. Handling of these situations will be a joint response between the requestor and the Contractor. Contractor will be acting in an advisory capacity. Contractor is responsible for arranging a third party to handle, transport and/or care for exotic animals. If a third party is retained by Contractor, said third party shall have lead advisory responsibilities. Public Safety Officials and/or Contractor will determine if Fish and Wildlife need to respond to the scene. Contractor will remain on the scene with requesting Public Safety Official until situation is resolved. Prior to this Contract PHS would not respond to Mountain Lion calls

Priority 2: Respond without unnecessary delay, within (4) hours of receipt of the call from the reporting party:

- Dog or cat in trap Current contract PHS responds within 24 hours new contract will be four hours
- Animal in custody (stray confined) Current contract PHS responds within 24 hours new contract will be four hours
- Dead animal at a school between 7:00 AM and 8:00 PM (excluding holidays) Current contract PHS responds within 24 hours new contract will be four hours

Priority 3: Respond without unnecessary delay within a maximum of 18 hours of receipt of the call from the reporting party and as soon as reasonably possible beforehand to the following situations:

- Dead animal pick-up Current contract response time is 24 hours new contract will be 18 hours
- Animal bite quarantines Current contract response time is 24 hours new contract will be 18 hours

Priority 4: If there are no calls pending in the other priority categories:

- Officers will patrol City and County parks and neighborhoods in areas accessible by Contractor's vehicle and will maintain a patrol of no farther 500 yards from the vehicle. This is not in the current contract and will be added to the new contract.

The Town's share of the total contract in FY 2021-22 is \$21,144 (\$34,059 - \$12,895 in Town animal licensing revenue), which is a reduction from 2020-21. Also, as mentioned above, under the new terms of the contract, the Town's percentage share (and the share for all cities) will be revisited annually based on actual usage. The number of service calls and sheltering animals generated by each city is tracked, and the average of the last three years' data is used to set the upcoming year's costs for member cities and for the County. Each city's (and unincorporated County) three-year average usage data is weighted 41% for field services and 59% for shelter services, with a credit for revenues (more about this below).

There are cost incentives built into the agreement. There will be an additional amount of \$100,000 annually included in the total budget to provide an incentive. Ability to access incentive funds will be determined based on:

- Should the Contractor achieve all 25 of the incentive performance measure targets the Contractor will receive 100% of incentive (\$100,000).
- Should the Contractor achieve 90% (23) of incentive performance measures the Contractor will receive \$75,000.
- Should the Contractor achieve 80% (20) of incentive performance measures the Contractor will receive \$25,000.

Incentive money is to be used to benefit the animals in San Mateo County (i.e., additional micro-chipping & vaccine clinics, mobile spay and neuter, disaster equipment, etc.). and Contractor will provide a summary report on how the incentive money was spent.

### **Cost Allocation to Cities and Unincorporated County**

As mentioned above, annual costs are divided up in two ways. The first is to divide costs using a three-year average of usage, weighted 41% on field services and 59% on shelter usage. This weighting was selected by the negotiating team as it is representative of how PHS's costs are actually divided.

The second factor in dividing costs is how to factor in offsetting revenues from animal licensing and collected fees. The contract gives each city credit for the animal licensing and collected fees revenue attributable to that particular city as a direct offset of its own share of costs. That change gives cities a mechanism to lower their costs by allowing them to do additional outreach to their residents to license and vaccinate their animals.

### **Performance Audit**

The agreement provides for an annual performance or fiscal audit if the Cities and County agree there is a need to assess whether PHS is achieving efficiency and effectiveness in performance of the services provided and provides a copy of the performance audit to the cities. The parameters of the audit and cost will be determined by a subgroup of all parties

through a County administered RFP process. That RFP and the review process will be coordinated with interested city participants, such as through the SMCCMA.

### **FISCAL IMPACT**

Costs for the County animal services agreement are already included in the Town's annual operating budget. Staff has included \$21,144 in the proposed budget for FY 2021-22.

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

**ATTACHMENT**

1. Contract
2. Resolution

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

THIS FACILITATION AND COORDINATION OF ANIMAL CONTROL SERVICES AGREEMENT, hereinafter called "Agreement", entered into this first day of July, 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Atherton, Belmont, Brisbane, Burlingame, Colma, Daly City, East Palo Alto, Foster City, Half Moon Bay, Hillsborough, Menlo Park, Millbrae, Pacifica, Portola Valley, Redwood City, San Bruno, San Carlos, San Mateo, South San Francisco, and Woodside, each hereinafter individually called a "City" and collectively called the "Cities";

**WITNESSETH**

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

**WHEREAS**, the Cities and County, hereinafter collectively called "Parties", wish to enter into a written agreement for animal care and control, shelter services, and animal licensing, in which the County agrees to facilitate provision of and the Cities agree to reimburse the County for the costs of specified animal care and control, shelter services, and animal licensing hereinafter set forth, as they have done for over 70 years with the current Agreement expiring on June 30, 2021; and

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

**WHEREAS**, the Cities desire the County facilitate and coordinate animal control and licensing on a countywide basis on behalf of the Cities and County for a term of 5 years ending on June 30, 2026; and

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

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

**1. Exhibits and Attachments**

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

Exhibit A— Contract Areas

Exhibit B— Proportionate Share of Cost

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

Attachment 2 - Agreement between County of San Mateo and PetData Inc.

Attachment 3 - Memorandum of Agreement Regarding Funding For Construction Of An Animal Care Shelter

**2. Definitions**

2.1 **Administrative Costs:** The actual costs, including, but not limited to, salaries, benefits, dispatch, and equipment maintenance, incurred by the County to administer the Animal Control Program and Animal Licensing Program as outlined in this Agreement in an effort to facilitate a coordinated countywide system.

2.2 **Animal Control Contractor:** The contractor selected as set forth in Section 5.2 of this Agreement, which is specifically charged with providing services and enforcing laws relating to animal care and control, shelter services and animal licensing within the territorial limits of the County and the Cities and pursuant to the terms of this Agreement.

2.3 **Animal Control Program:** The program within the Health System of the County, or County's designated contract agent, or both, or such other agency as the County of San Mateo Board of Supervisors may designate, which is specifically charged with regulating and enforcing laws dealing with animal control within the territorial limits of the County.

2.4 **Animal Control Services Agreement or Services Agreement:** Agreement in which the Animal Control Contractor agrees to perform on behalf of Parties and the County agrees to compensate, using County and City funds, the Animal Control Contractor for performance of certain

specified animal care, animal control, and shelter services as provided for in this Agreement.

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

### 3. **Each City's Responsibilities**

- 3.1 **Delivery of Animals.** Any animal taken into custody by an employee or officer of the County or an employee or officer of a City shall be delivered to the Animal Control Contractor at the County animal shelter or held in a humane way at a designated holding area until it can be picked up by Animal Control Contractor.
- 3.2 **Uniform Ordinances and Citation Authority.** This Agreement is based on an expectation that each City will adopt and maintain animal control ordinance(s) which are 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 they currently exist or maybe amended by County from time to time, to be effective within each City's territorial limits. The

fee schedule adopted by each City shall be the same as outlined in Chapter 6.04.290, as may be amended by County from time to time, of the San Mateo County Ordinance Code, hereinafter "County Ordinance".

City acknowledges that the County plans to amend its animal control ordinances, with the goal for adoption within the next twelve (12) months.

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

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

Parties acknowledge that each City is and will remain solely responsible for arranging and conducting hearings under its Dangerous and Vicious

Animal, Spay/Neuter, and Fancier Ordinances, including but not limited to providing hearing officers and a location for the hearings. The cost to hold the hearing will be the sole responsibility of each City and collection of the hearing fee, based on the City's fee ordinance, will be collected and retained by the City.

However, the Parties agree that, at a City's option and for its convenience, a City may utilize County offices and/or the services of the County hearing officers for purposes of conducting Dangerous/Vicious Animal Hearings under the provisions of each City's Dangerous and Vicious Animal Ordinance, Spay/Neuter Hearings under the provision of each City's Spay/Neuter Ordinance, and/or Fancier Hearings under the provision of each City's Fancier Ordinance. The hearing fee, based on the City's fee ordinance, will be collected from the person requesting the hearing by the County under the terms of this Agreement, if possible. If such fee is not collected, the City shall remain responsible for such costs.

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

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

- 3.7 In consideration of the services that will be coordinated and facilitated by County and provided by the Animal Control Contractor and Animal Licensing Contractor in accordance with all terms, conditions, and specifications set forth herein, and in the exhibits and attachments incorporated by reference herein, each City shall pay County based on

the rates and in the manner specified below.

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

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

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

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

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

- a. The County will calculate each City's Proportionate Share of Costs, estimate Net Program Costs for the following fiscal year (July 1 – June 30), and will send an estimated invoice containing that information to each City no later than March 31<sup>st</sup> of each year;
- b. The County will send a final invoice ("Final Invoice") based on **actual** Net Program Cost to each City no later than December 15<sup>th</sup> of each year; and
- c. Each City shall pay the County the amount shown on the Final Invoice no later than February 28<sup>th</sup> of each year.

**4. County Responsibilities**

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

a. The County will pay Animal Control Contractor the following agreed-to amounts. These costs are to be reimbursed by the Cities as provided in Section 3.7 above.

| Fiscal Year | Amount         |
|-------------|----------------|
| 2021-22     | \$6,189,290.95 |
| 2022-23     | \$6,327,480.28 |
| 2023-24     | \$6,499,455.67 |
| 2024-25     | \$6,674,024.00 |
| 2025-26     | \$6,858,739.01 |

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 3.7 above (the table in 4.2 includes the payment for the contract Petdata for approximately \$192,000).

| Current Contract<br>2016-2021 | Amount   |
|-------------------------------|--|
| One year license              | \$4.28 per license   |
| Multi-year license            | \$4.28 for the first year and \$2 for each additional year |
| Late fees collected           | \$2.50 collection service fee for each license             |
| Replacement tags              | \$4.28 per tag   |
| Bank and supply fees          | Actual cost  |

4.2 The County shall provide the administrative services as outlined in this Agreement for the following estimated amounts to be charged to and paid by the Cities. Costs may vary as labor negotiations and internal service charges are negotiated at a Countywide level. Cities 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 3.7 above.

| Fiscal Year | Amount    |
|-------------|-----------|
| 2021-22     | \$790,835 |
| 2022-23     | \$790,375 |
| 2023-24     | \$814,086 |
| 2024-25     | \$822,227 |
| 2025-26     | \$846,894 |

4.3 In consideration of the payment provided for in Sections 3.7 and 4.2, the County shall, for the administrative convenience of the Cities and for the purpose of coordinating animal services countywide, provide the additional following administrative services:

- a. Work with the City Attorney, designated City liaison or City Manager of each City on any issues that require input from the City, including, but not limited to, during and following the administrative hearing process.
- b. Collect, maintain, and report available data as requested by each City, including, but not limited to, annual Performance Measures.

The Animal Control Program Manager or designee will monitor the performance of the Animal Control Contractor and Animal Licensing Contractor and will notify the City Liaison if there is a deficiency in service found. A meeting will be scheduled with Contractor and City liaisons to discuss a plan to correct the service deficiency.

- c. With direction from each City, respond on behalf of each City to public inquiries regarding the Animal Control Program and the Animal Licensing Program.
- d. Provide monthly report showing field, shelter, licensing activities, and Dangerous Animal Permit holders.
- e. Provide dispatch services for after-hours/holiday calls for animal control and licensing.
- f. Provide radio maintenance services on radio equipment owned by the Parties and used to perform services as outlined in Attachment 1 – Agreement between County of San Mateo and the Peninsula Humane Society and SPCA – Attachment M - County-Owned Radio Equipment.
- g. For the convenience of the Cities, provide animal licensing tags for dogs, cats, animals held under a Dangerous Permit, and animals designated as Service Animals.
- h. For the convenience of the Cities, make reasonable attempts to collect and provide collection services for:
  - 1. Animal control fees that are deemed uncollectable by the Animal Control Contractor after reasonable efforts by the Contractor to collect; and

2. Licensing fees that are deemed uncollectable by the Animal Licensing Contractor after reasonable efforts by the Contractor to collect; and
3. Any other fees for services provided to each City under the terms of this Agreement.

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

- i. Annually provide each City with the audit report required and completed as outlined in Attachment 1.
- j. Annually, arrange and oversee a performance audit or fiscal assessment following the, Generally Accepted Government Auditing Standards (GAGAS) to assess whether the Animal Control Contractor is achieving efficiency and effectiveness in performance of the services provided and provide a copy of the performance audit to the Cities. The parameters of the audit and cost will be determined by a subgroup of all Parties through a County Request for Proposal process. Cities will be invoiced for the actual cost of said audit as outlined in Section 3.7 (estimate cost of \$81,000 has been added to the administrative cost table in section 4.2).
- k. For Spay/Neuter Assistance Vouchers:
  1. Allocate one dollar from each annual license fee paid for a dog or cat to:
    - i. When funds are available as determined by the County, assist pet owners and feral cat advocates with the cost to alter the dogs, cats, and feral cats that reside in the County on a county wide basis; and
    - ii. As funds are available as determined by the County, execute outreach efforts to educate residents on the responsibilities of owning a pet and the importance of altering, vaccinating, and licensing all dogs and cats.
  2. Issue, monitor and maintain a dog, cat, and feral cat database, allocating funds to the appropriate category of need based on the public's requests.

- I. Pursuant to Section 3.6 of this Agreement, under the guidelines of the US Department of Justice and the Americans With Disabilities Act's definition of "Service Animal" for the administrative convenience of each City, and acting as a representative of each City, issue Service Animal tags on behalf of each City upon determination by the County on behalf of the City that such tag shall be issued.
  
- m. If each City's ordinance so authorizes and the City so requests, review and process each City residents' requests and maintain files for Breeders and Fanciers Permits.
  
- n. Dangerous Animal Designations:
  - 1. Issue Dangerous Animal tags when an animal has been so designated by a peace officer employed by any City or County or the Animal Control Contractor as such; and
  - 2. The County will invoice annually and make reasonable efforts to collect applicable fees for Dangerous Animal Permit holders; and
  - 3. Monitor data received from Animal Control Contractor; and
  - 4. Send monthly updated reports to each City's representative.
  
- o. Pursuant to Section 3.6, for the administrative convenience of each City, and acting as a representative of each City, conduct administrative hearings for Dangerous and Vicious Animal designations under the guidelines of the applicable City's ordinance.
  
- p. Pursuant to Section 3.6, for the administrative convenience of each City and acting as a representative of each City, conduct mandatory spay/neuter and/or fancier permit administrative hearings under the guidelines of the applicable City's ordinance, if any.
  
- q. Provide in-person customer service at a minimum of two County locations that are open during normal business hours to enable residents the ability to obtain animal licenses and/or permits for all dogs and cats.
  
- r. Work with San Mateo County veterinarians to ensure anti-rabies vaccination reporting as required by the County.
  
- s. Receive, import, and export licensing and vaccination information from the Animal Licensing Contractor into the Animal Control Contractor database and vice versa on a weekly basis.

- t. Under the guidance of the County's Health Officer, review and process requests from pet owners to exempt their pet from the requirement to obtain an anti-rabies vaccination as required by State law or County ordinance and report annually to the Department of Public Health.
- u. Invoice animal owners pursuant to the County Fee Schedule 6.04.290, and similar City fee schedules, following a bite incident that requires a quarantine of said animal.

## 5. **General Provisions**

- 5.1 **Existing Agreements.** Upon execution of this Agreement, any prior existing agreements between the Cities and the County to facilitate and coordinate Animal Control and Animal Licensing Services will be terminated.
- 5.2 **Contracting for Services.** It is expressly understood and agreed that the County will contract with the Peninsula Humane Society and SPCA, a California nonprofit public benefit corporation (Animal Control Contractor), or such other contractor as the Board of Supervisors and Cities may designate, for the provision of Animal Control Services including field enforcement, shelter and treatment services referred to herein. Additionally, it is expressly understood and agreed that the County will contract with PetData, Inc. or such other contractor (Animal Licensing Contractor) as the Board of Supervisors and Cities may designate, for the provision of Animal Licensing Services.

**Shelter Services.** Refer to Attachment 1 – Agreement between County of San Mateo and the Peninsula Humane Society and SPCA.

**Field Services.** Refer to Attachment 1 – Agreement between County of San Mateo and the Peninsula Humane Society and SPCA.

**Veterinary Medical Services.** Refer to Attachment 1 – Agreement between County of San Mateo and the Peninsula Humane Society and SPCA.

**Operations.** Refer to Attachment 1 – Agreement between County of San Mateo and the Peninsula Humane Society and SPCA.

- 5.3 **Animal Shelter.**

The Parties acknowledge:

1. That the new Animal Care and Control Shelter has been constructed and Contractor Peninsula Humane Society & SPCA is and will be occupying it for the term of this Agreement in order to provide animal

control services as set forth in Attachment 1.

2. 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 paying its proportionate share, as previously agreed in the Memorandum”.

#### 5.4 **Facilities & Equipment.**

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

In the event that any party asserts that an emergency safety-related repair is needed to the portions of the County Animal Care and Control Shelter located at 12 Airport Boulevard in the City of San Mateo that are used to provide contracted animal control services and/or the County chooses to replace equipment, at its own discretion, and the cost of said equipment exceeds \$125,000, the Parties agree to meet in good faith to determine and agree which maintenance or repairs are required, whether or not such repair work shall be undertaken, or if said equipment should be replaced.

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

- b. Animal Control Contractor will send the County a quarterly itemized report showing the repairs and maintenance performed at the facility.
- c. If Parties choose to terminate for reasons other than material breach of the Animal Control Contractor's Services Agreement or Parties choose not to renew the Animal Control Contractor's Services Agreement, County and Cities shall be financially responsible for the remaining cost of any lease for vehicles or equipment used by the Animal Control Contractor solely for the purpose of the Animal Control Contractor's Services Agreement.

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

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

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

5.7 **Maintenance of Records.** Records of animals impounded including the description of each animal, date of receipt, date and manner of disposal, treatment received, the name of the person redeeming or adopting the animal, and the fees, charges and proceeds of adoption shall be maintained by the County, through the Animal Control Contractor, and made available to the Cities. In addition, statistical information shall be provided on a monthly, quarterly and annual basis to the Cities summarizing various field enforcement and shelter activities occurring in each City and shelter activities initiated by residents of each City.

5.8 **Term and Termination.** Subject to compliance with all terms and

conditions, the term of this Agreement shall be from July 1, 2021 through June 30, 2026.

Except as otherwise provided by this section, this Agreement may not be terminated by any party during the effective period from July 1, 2021 through June 30, 2026. Each City is responsible for its annual percentage share under this Agreement for the entire term of this Agreement.

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

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

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

This Agreement, including the Exhibits and Attachments which are incorporated herein by this reference, constitutes the entire Agreement of the Parties to this Agreement regarding the subject matter of this Agreement, and correctly states the rights, duties, and obligations of each party as of the Effective Date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit to this Agreement, the provisions of the body of this Agreement shall prevail. Any prior agreement, promises, negotiations, or representations, whether oral or written, between the parties not expressly stated in this Agreement are superseded. All subsequent modifications or amendments to this Agreement shall be in writing and signed by the Parties.

- 5.10 **Controlling Law and Venue.** The validity of this Agreement and of its terms or provisions, the rights and duties of the parties under this

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

- 5.11 **Additional Services.** Nothing contained herein shall preclude any City from contracting separately for the provision of a higher level of service. Any contract increasing the level of services will be supplemental to this Agreement and will not affect the level of service provided for in this Agreement.
- 5.12 **Relationship of Parties.** The Parties agree and understand that the work/services performed or facilitated under this Agreement are performed or facilitated by an independent Contractor, and not by an employee of any City and that neither the County, its employees, the Animal Control Contractor, or the Animal Licensing Contractor acquire any of the rights, privileges, powers, or advantages of City employees, and vice versa; however, the County may act as an agent on behalf of each City where expressly set forth herein and, in such instances, each City shall hold harmless, indemnify and defend the County from and against any claims of any kind and/or actions for damages arising out of the County's actions undertaken on behalf of each City as set forth herein.
- 5.13 **Hold Harmless.**
- a. Each City shall hold harmless, indemnify and defend the County, its officers, employees and agents from and against any and all claims, suits or actions of every kind brought for or on account of injuries or death of any person or damage to any property of any kind whatsoever and whomsoever belonging which arise out of the performance or nonperformance of each City's covenants and obligations under this Agreement and which result from the negligent or wrongful acts of each City or its officers, employees, or agents, including, but not limited to, those claims, suits, or actions arising from activities performed by the County as a representative of the City as set forth in Sections 3.6 and 4.2.
  - b. The County shall hold harmless, indemnify and defend each City, its officers, employees and agents from and against any and all claims, suits or actions of any kind brought for or on account of injuries to or death of any person or damage to any property of any kind and to whomsoever belonging which arise out of the performance or non-performance of the County's obligations

under this Agreement and which result from the negligent or wrongful acts of the County, its officers or employees. This provision requiring the County to hold harmless, indemnify and defend each City shall expressly not apply to claims, losses, liabilities or damages arising from actions or omissions, negligent or otherwise, of the Animal Control Contractor or the Animal Licensing Contractor, or their officers, employees or agents, under the services agreements with the County. Further, this provision requiring the County to hold harmless, indemnify and defend each City shall not apply to acts or omissions of the County done on behalf of each City in performing administrative tasks for the convenience of and as representative of each City, including but not limited to those set forth in Sections 3.6 and 4.2.

- c. In the event of concurrent negligence of the County, its officers or employees, and the City, its officers and employees, the liability for any and all claims for injuries or damages to persons and/or property or any other loss or costs which arise out of the terms, conditions, covenants or responsibilities of this agreement shall be apportioned according to the California theory of comparative negligence.
- d. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge that with respect to activities performed by the Animal Control Contractor or the Animal Licensing Contractor in the Cities' territorial limits, the County serves solely as a Contract Administrator and solely with respect to the specific obligations contained within this Agreement and the agreements between the County and the Animal Control Contractor and the Animal Licensing Contractor. Accordingly, in the event the County or the Cities are sued and the suit is related in any manner to actions taken by the Animal Control Contractor or the Animal Licensing Contractor solely in a particular City or the Cities, the particular City or Cities, as the case may be, will hold harmless, indemnify and defend the County, and any other City that is named as a defendant in that suit from and against any and all claims, losses or costs. In the event a City or the Cities are sued and the suit relates in any manner to actions taken by the Animal Control Contractor or the Animal Licensing Contractor solely in the unincorporated area of the County, the County will hold harmless, indemnify and defend the City or Cities named as a defendant or defendants in that suit from and against any and all claims, losses or costs.
- e. The County agrees that in its Service Agreements with the Animal

Control Contractor, the County will require the Animal Control Contractor to indemnify each City to the same extent that the County is indemnified and to name each City as a third party beneficiary to the County's Agreements with the Animal Control Contractor and/or the Animal Licensing Contractor.

f. These indemnification and hold harmless clauses shall survive termination of this Agreement and shall apply whether or not any insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

5.14 **Non-Discrimination.** No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this Agreement on account of their race, color, religion, national origin, age, gender, sexual orientation, ancestry, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status.

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

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

In the case of County, to:

Name/Title: Lori Morton-Feazell, Program Manager of Animal Control and Licensing

Address: 225-37<sup>th</sup> Avenue San Mateo, CA 94403

Telephone: 650.573.2623

Email: lmorton-feazell@smcgov.org

5.16 **Condition Precedent.** If this Agreement is not adopted by all twenty Cities, it will become null and void in its entirety except that in such an event, the County and any of the cities which are in agreement with the terms and conditions of this Agreement may use it as the grounds for considering an Agreement which may be acceptable to those parties.

- 5.17 **Electronic Signature**. All Parties agree that this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law and the County's Electronic Signature Administrative Memo and the Parties understand and agree that electronic signatures shall be deemed as effective as an original signature.
- 5.18 **Counterparts**. The Parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

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

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

**COUNTY OF SAN MATEO**

\_\_\_\_\_  
President, Board of Supervisors

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

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

\_\_\_\_\_  
By

**EXHIBIT A**  
**CONTRACT AREAS**

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

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

**EXHIBIT B**  
**PROPORTIONATE SHARE OF COST**

FY 2021-22 Proportionate Share of Cost:

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

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

Agreement No. \_\_\_\_\_

**AGREEMENT FOR ANIMAL CARE AND CONTROL SERVICES BETWEEN THE COUNTY OF SAN MATEO AND PENINSULA HUMANE SOCIETY & SPCA, A CALIFORNIA NONPROFIT CORPORATION**

This Agreement is entered into this first day of July, 2021, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called “County,” and Peninsula Humane Society & SPCA, a California Nonprofit Corporation, hereinafter called “Contractor.”

\* \* \*

Whereas, pursuant to statutory authority including but not limited to, Section 31000 of the California Government Code, Section 31106 of the Food and Agriculture Code, and Sections 14501 and 14503 of the Corporations Code, County may contract with independent contractors for the furnishing of animal care, control and shelter 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 to the County and participating cities as set forth in this Agreement for Animal Care and Control Services (“Agreement”).

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

**1. Exhibits and Attachments**

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

- Exhibit A – Services
- Exhibit B - Payments and Rates
- Exhibit C– Excluded Services
- Exhibit D – Contract Areas (County and Participating Cities)
- Exhibit E – Fees to be Collected for Services Provided
- Exhibit F – Five-Year Budget
- Attachment H - Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements
- Attachment I - Fingerprinting Certification Form
- Attachment J - Rabies Algorithm
- Attachment K - Animal Shelter Facility Use and Maintenance Agreement
- Attachment L - Peninsula Humane Society Holidays
- Attachment M – County-Owned Radio Equipment

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

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County and Participating Cities listed on Exhibit D in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A, and the other Exhibits and Attachments incorporated by reference into this Agreement.

### **3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A and other Exhibits and Attachments incorporated into this Agreement, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. Payments shall begin within 45-days after Contractor and County each execute this Agreement.

County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. If County exercises this right, it must first provide Contractor with a 30-day written notice of intent to withhold payment wherein County describes the nature of the unacceptable work and how Contractor's work fails to conform to the terms of this Agreement. If Contractor fails to remedy unacceptable work after having received thirty days prior written notice, then County may delay payment until the deficiency is corrected. However, if Contractor reasonably demonstrates that it is not feasible to remedy the unacceptable work within thirty days, Contractor shall have up to an additional thirty days to remedy the work before payment will be withheld.

In no event shall County's total fiscal obligation under this Agreement exceed THIRTY TWO MILLION FIVE HUNDRED FORTY EIGHT THOUSAND NINE HUNDRED EIGHTY NINE DOLLARS AND NINETY ONE CENTS (\$32,548,989.91). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

### **4. Term**

Except as otherwise provided herein, and subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2021 through June 30, 2026. The parties may extend the term for an additional three years if the parties mutually agree in writing. This Agreement becomes effective only after all jurisdictions identified on Exhibit D as Participating Cities adopt it by entering into the agreement for animal control services between the County and participating cities. If such County/Services Agreement is not adopted by all jurisdictions shown on Exhibit D, this Services Agreement is null and void in its entirety unless Contractor and any of the jurisdictions shown on Exhibit D agree to use it as the basis for a Services Agreement applicable to those parties providing such written consent, with such changes in payment, scope of service, and other terms as the parties may agree.

### **5. Termination**

This Agreement may be terminated by Contractor or County or designee at any time without a requirement of good cause upon 365 days' advance written notice to the other party. Contractor shall be entitled to receive payment for services provided prior to the effective date of termination of the Agreement. Such payment shall be the prorated portion of the full payment determined by comparing the services actually completed to the services required by the Agreement. The Contractor shall have no right to or claim against the County or any Participating City for the balance of the contract amount.

In the event of a material breach of this Agreement by either party, the other party shall notify the breaching party of such material breach and that such breach must be cured within thirty (30) calendar days of the notice, except that if the breaching party reasonably demonstrates that it is not feasible to cure the breach within thirty (30) calendar days, the breaching party shall have the number of days

beyond thirty (30) calendar days reasonably needed to cure the breach up to an additional thirty (30) calendar days.

In the event the breaching party does not cure the material breach within the applicable time period, the notifying party may immediately terminate this Services Agreement or seek any other applicable legal remedies for such material breach. 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 prior to termination. Contractor shall have no right to, or claim against County or any contracting City for, the balance of the contract amount.

## **6. Contract Materials**

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

## **7. Relationship of Parties**

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

## **8. Hold Harmless and Indemnification**

Contractor shall hold harmless and indemnify the County, and each Participating City listed in Exhibit D as third party beneficiaries of this 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; any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; 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.

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; any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; 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. This provision shall survive termination of this Agreement.

**9. Assignability and Subcontracting**

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

**10. Insurance**

**a. General Requirements**

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

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

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

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability... \$1,000,000

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**e. Discrimination Against Individuals with Disabilities**

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

**f. History of Discrimination**

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

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

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

Final adjudication in an appropriate forum determining that a violation of the non-discrimination provisions of this Agreement occurred, shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager from among the following:

- i. termination of this Agreement; and/or
- ii. liquidated damages of \$2,500 per violation; and/or
- iii. no penalty based on the County Manager determining that the incident does not warrant further action; and/or
- iv. imposition of other applicable civil remedies and sanctions as provided by law.

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

#### **h. Compliance with Living Wage Ordinance**

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

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

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

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

(a) Contractor shall maintain all required records relating to services provided under this Agreement for 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 by County, a Federal grantor agency, and the State of California.

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

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to

determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

(d) County agrees that if any entity or person makes a request under the California Public Records Act (CPRA) or an analogous federal, state, or local law or regulation to the County or a Participating City, of which County is aware, for documents or records possessed by Contractor but not by the County or Participating City, relating to this Agreement, or documents that Contractor submitted in its response to the request for proposals related to this Agreement and marked confidential, or documents related to the negotiation, or finalization of this Agreement, County will notify Contractor of such request. If Contractor fails to respond within 72 hours, Contractor shall be deemed to stipulate that the requested documents are subject to disclosure pursuant to the request and Contractor shall immediately thereafter make copies of the documents available to the County or a participating City, as the case may be, for disclosure to the requesting party.

If Contractor responds to the County within 72 hours of such notice by the County and asserts, in writing, that exemptions to disclosure requirements under the CPRA apply, and the County or Participating City as applicable agrees that such documents are not subject to disclosure, in whole or in part, under the CPRA, Contractor shall provide a redacted copy of the documents for County or City to disclose in lieu of unredacted documents for any documents that must be disclosed. In the event that County or the Participating City disagrees with Contractor's position that any document or portion thereof is not subject to disclosure, in order to prevent disclosure of such documents, Contractor shall promptly and in any case within ten (10) calendar days of notice of the request, seek a protective court order for non-disclosure of any such records. If Contractor fails to obtain a protective order, such documents may be disclosed by County or City. Contractor shall indemnify and hold harmless County and Participating Cities for any damage, cost or loss caused by Contractor's decision to assert that such records are, whole or in part, not subject to disclosure.

#### **15. Merger Clause; Amendments**

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

#### **16. Controlling Law; Venue**

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

**17. Notices**

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

In the case of County, to:

Name/Title: Lori Morton-Feazell / Health Services Manager  
Address: 225-37th Avenue, San Mateo, CA 94403  
Telephone: 650-573-3726  
Email: lmorton-feazell@smcgov.org

In the case of Contractor, to:

Name/Title: Anthony Tansimore / President  
Address: 1450 Rollins Road, Burlingame, CA 94010-2307  
Telephone: 650-340-7022 ext. 309  
Email: atansimore@phs-spca.org

**18. Electronic Signature**

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

**19. Payment of Permits/Licenses**

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

\* \* \*

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

For Contractor: **Peninsula Humane Society & SPCA, a California Nonprofit Corporation**

|   |   |  |
|---|---|--|
| <p>DocuSigned by:<br/> <br/> <small>AF55FF82D70C463...</small><br/>         Contractor Signature</p> | <p>5/6/2021   4:03 PM PDT<br/>         Date</p> | <p>Anthony Tansimore<br/>         Contractor Name (please print)</p> |
|---|---|--|



COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

### Exhibit A

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

## **I. COMMON GOALS**

**A.** All parties agree to work on updating a new animal control ordinance during the next 12 months to include the availability of administrative citations.

**B.** County and Contractor will provide Participating Cities (as defined in exhibit D to this Agreement) with information about the services provided by Contractor and excluded services. In the event the County receives a complaint from an official from a Participating City regarding the quantity or quality of services provided under this Agreement, the County will promptly forward such complaint to Contractor so that the parties may make good faith efforts to promptly resolve the issue and Contractor agrees to meet with officials from the County and/or Participating Cities as may be necessary to resolve such complaints.

## **II. POLICIES AND PROCEDURES**

**A.** All policies and procedures shall be developed with the goal of animal welfare, enhancing the cost efficiency and quality of services provided to the County and Participating Cities, and to reflect best practices in the industry for animal control and care. Contractor's Policies and Procedures shall be annually submitted to a committee of County and Participating City representatives, with committee members to be designated by the County Manager or the County Manager's designee. The Contractor and committee members will work in good faith to resolve any differences or concerns regarding policies and procedures.

**B.** The Contractor must establish comprehensive written policies and procedures for proper care and handling of animals.

**C.** Such policies and procedures shall address all subjects encompassed by the scope of this Agreement, including shelter, veterinary care, and field services. Proper care includes but is not limited to, appropriate food and water, regular cleaning of kennels and cages, humane handling, veterinary care and a vaccination schedule including rabies vaccinations.

**D.** Contractor shall establish policies and procedures in accordance with the Guidelines for Standards of Care in Animal Shelters published by the Association of Shelter Veterinarians, ASPCA, the Humane Society of the United States, and/or other currently accepted best practices for animal sheltering. Policies and Procedures shall focus on these areas:

1. Medical Health and Physical Well-Being
2. Euthanasia
3. Environment
4. Kennels/Cages
5. Capacity for Care
6. Behavioral Health

**E.** Contractor shall develop a written disposal procedure, and the procedure shall provide for the weekly pick up of dead animals.

**F.** Contractor shall create a procedure compliant with California law to ensure that animals entering the County Shelter receive vaccinations, dewormer, flea control as appropriate for their species excluding animals that are unable to be safely handled or animals that are too sick/injured to receive this treatment.

**G.** Contractor shall have written policies and procedures on animal placement with a goal of ensuring that non-aggressive and healthy or treatable animals that enter the County Shelter are not euthanized through redemptions, adoptions and transfers to other organizations. Policies and procedures should include guidelines for euthanasia. Terms used in this subsection are to be interpreted in accordance with currently enacted California law.

**H.** Contractor shall have a procedure addressing how Animal Control Officers will handle complaints and the procedure shall include a benchmark for the time it takes between receiving and closing a complaint.

**I.** Contractor shall have comprehensive written policies and procedures established for proper care and handling of animals to include emergency response procedures, how animals will be placed into vehicles, how animals will be protected from the heat and cold inside vehicles, and how vehicles will be clean and disinfected.

**J.** Contractor shall have and apply written disease prevention and response policies and procedures. Disease response procedures shall include measures to minimize transmission to unaffected animals or people and should ensure appropriate care of the affected animals. Procedures should include a treatment plan where decisions are based on a range of appropriate criteria, including the ability to safely and humanely provide relief, duration of treatment, prognosis for recovery, the likelihood of placement after treatment, the number of animals who must be treated and the expense of treatment and resources available for such treatment.

**K.** Contractor shall have comprehensive written policies and procedures on Veterinary Medical Services. Policies and procedures shall address proper care of injured and sick animals and be

**L.** To the extent any of the terms of this Agreement are preempted by State law with regard to animal care, custody, transfer, euthanasia, and/or treatment, the parties agree that the terms of this Agreement shall continue to apply to full extent possible in conformity with State law.

### III. SHELTER SERVICES

#### A. Receiving animals

**Contractor will:**

1. Hold lost and stray animals for the requisite time period as required by State law or County ordinance or other applicable local ordinance prior to adoption, owner redemption, release to a partner organization, euthanasia, or other disposition.
2. Ensure that each animal's individual health status is evaluated and monitored beginning at intake and regularly thereafter. If the animal is too unsafe to handle to have its health status evaluated a visual evaluation may be done by staff.
3. Ensure all animals are scanned for a microchip and checked for other identification when entering the County Shelter and ensure staff enter into the Chameleon (or any successor system) software that the animal was checked for ID. Animals that are unsafe to be scanned for a microchip may be excluded.
4. Solicit information on impounded stray animals.
5. Evaluate and document each animal's health at intake.
6. Provide shelter and care for domestic animals under rabies quarantine, and dangerous or vicious animal investigations, according to the applicable City/County ordinance and/or State law.
7. When there is reasonable belief of a person's or an animal's exposure to rabies, Contractor will immediately notify County Public Health personnel at 650.573.2346, 8am-5pm, M-F or 650.363.4981 after hours/holidays (or at such other numbers as may be designated in writing, from time to time).
8. If the Contractor plans on using drop boxes for after-hours intake, the drop boxes must be checked at least every hour during the hours that drop boxes are utilized for animal intake.

#### B. Care of animals

**Contractor will:**

1. Provide shelter and care for San Mateo County stray and unwanted animals 24 hours a day, 7 days a week, with public service hours designed to benefit the public and facilitate the services established in this Agreement, including coordination with other agencies (state and local governments, or adoption partner organizations, non-profit animal services organizations, etc.) where appropriate.
2. Provide services as required by the State of California governing shelters for animal care, treatment, holding periods, and placements and dispositions.
3. Microchip all animals 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.
4. Provide animal food that meets nutritional and medical needs of animals.

5. Contractor will make a best effort to have the County Shelter open by 11 am each day, except holidays (as noted in Attachment L - Peninsula Humane Society Holidays), with all animal areas intended for public access clean and ready for the public to enter.
6. Provide County representatives with a master schedule for Animal Care staff upon request.

### **C. Owner-surrendered animals**

#### **Contractor will:**

1. Provide pet owners with a handout(s) describing alternative solutions to surrender and other resources to owners who express a desire to surrender their pets. That handout should include contact information for non-profit shelters and rescue groups in the Bay Area, as well as information about pet food pantries, low cost veterinary care, etc.
2. List alternatives to surrendering a pet and links to helpful resources on the Contractor's website.

### **D. Identifying animals**

#### **Contractor will:**

1. Make legally required and additional efforts to identify each animal's rightful owner, including, at a minimum, full microchip body scanning of domestic animals for identification chips, tracing microchips, licenses, rabies tags and other identification, and making several documented attempts in multiple ways (e.g. phone, email, and/or mail) to notify the owner in an attempt to return the animal to its owner prior to any other disposition. Maintain acumen on and utilize developments in the field that might provide new or additional methods for identifying each animal's rightful owner.

### **E. Evaluating animals**

#### **Contractor will:**

1. Ensure that all healthy, non-aggressive, and treatable animals have a plan for a live outcome.
2. Begin assessment of behavior at the time of intake of the animal. An overall behavior assessment considers all of the information gathered about the animal, including history, behavior during shelter stay, and formal evaluation.
3. Provide and apply the criteria and evaluation system that will enable objective evaluations for animals.
4. Evaluate all breeds equally to determine if they can be adopted, require behavior modification, or allow a partner agency to take the animal prior to euthanasia pursuant to State law.
5. Maintain evaluation records. Document the procedure for each animal in the Chameleon software system (or any successor system). If any paper records are also kept, retain the records for seven (7) years after disposition of animal.
6. Perform kennel enrichment programs to reduce stress for sheltered animals.
7. Place adoptable animals up for adoption or transfer.

8. Record all incidents or reports regarding a history of aggressive behavior along with the context in which they occurred.
9. Ensure staff is trained to recognize body language and other behaviors that indicate animal stress, pain and suffering as well as behaviors that indicate successful adaptation to the shelter environment.
10. Monitor animals daily in order to detect trends or changes in well-being and respond to their behavioral needs.

#### **F. Length of stay of animals**

##### **Contractor will:**

1. Optimize the animal's length of stay in the County Shelter. Both positive outcomes and cost of sheltering must be considered.
2. Provide the process to ensure stray and owner-surrendered animals will not remain in the County Shelter more than three (3) weeks past the State law-mandated holding period.

#### **G. Rabies testing/exposure**

##### **Contractor will:**

1. Immediately provide San Mateo County Health personnel with contact information for relevant Contractor staff in accordance with State and County requirements when there is reasonable belief of a person's or an animal's exposure to rabies.
2. Ensure all staff members are trained to identify potential rabies exposures and understand the regulations that apply to reporting and managing bites to humans and animals.
3. Provide for testing of animals for rabies pursuant to the current California Rabies Compendium. This requires the decapitation of animals and transport of the head or bat to the San Mateo County Public Health laboratory for testing.
4. Ensure that the rabies specimen is transported to the San Mateo County Public Health Laboratory within 48 hours of the animal entering the County Shelter or of being euthanized (weekends and holidays excluded).
5. Ensure that for every animal that comes into the County Shelter, staff will identify possible rabies exposures; everyone presenting an animal shall be asked if the animal has bitten anyone within the last 10 days or had any contact with wildlife.
6. Make certain all incoming animals are examined for bite wounds; any animals who have potentially been exposed to rabies shall be managed in accordance with the California Rabies Compendium and in consultation with state and local health authorities.
7. Ensure that staff funded by contract who routinely work with companion animals or wildlife are offered pre-exposure vaccinations against rabies in accordance with recommendations of the Advisory Committee in Immunization Practices.

#### **H. Disposal of dead animals**

##### **Contractor will:**

1. Accept dead animals brought to the County Shelter by County residents, City and County municipalities, or Caltrans and Contractor shall dispose of such animals.
2. Dispose of dead animals in a lawful manner using an appropriately qualified and licensed disposal company or method.
3. Develop a written disposal procedure that will include at least a weekly pick up of dead animals.

#### **I. Transferring animals into County Shelter**

1. If the Contractor desires to transfer animals into the County Shelter from nearby Bay Area animal shelters to assist when such shelters are dealing with an emergency, such as a natural disaster, Contractor shall do the following:
  - a) Request written approval from the County Program Manager of Animal Control and Licensing Manager or other designated County Contract Administrator. The County will respond to such requests in writing within 3 business days. In the event of a need to house animals for another county during a disaster, the County will respond within 24 hours. If the County grants such approval, the written notice of approval will state the maximum number of animals the Contractor is allowed to transfer in pursuant to that consent based upon factors including available shelter space. Detailed documentation on an appropriate Federal Emergency Management Agency (FEMA) form will be kept to record, on a daily basis, on the number of Contractor staff caring for the animals to include hours worked, along with supplies, as well as number of days sheltered for each animal. This will allow for reimbursement if declared a federal disaster, or reimbursement from other local jurisdictions.
  - b) Periodically, and only as space and resources allow, Contractor may purposefully transfer, house or bring into the County shelter animals from another animal shelter, partner group or agency within or outside the County to be housed in the County Shelter for the purpose of adoption at the Contractor's other shelter or location only if a monthly report is sent to the Program Manager of Animal Control and Licensing or their designee outlining the number of animals transferred into the shelter along with each animal's individual animal identification number. If Contractor plans on transferring in more than 30 animals a month Contractor will obtain written approval from the Program Manager of Animal Control and Licensing or their designee. Contractor will reimburse the County and Participating Cities for the costs of vaccines, preventative care, treatment, food, facility use and maintenance, and staff time to care for these animals. The cost will be calculated by the number of days that animal is housed at the County shelter at the rate of \$15 per animal per day. This rate may be adjusted annually, based on changes to Consumer Price Index and the Parties will meet and confer before the rate is adjusted. In addition to this daily rate, the Contractor will reimburse the County and Participating Cities for the actual costs of vaccines, flea treatment, dewormer, DTM cultures, canine heartworm and feline FIV/FeLV tests on a per animal basis. The Contractor will reimburse the County and Participating Cities each quarter of the fiscal year and will provide a report in a form reasonably satisfactory to the County and Participating Cities that details the fees owed pursuant to the applicable daily rate and any other applicable costs to be reimbursed to the County and Participating Cities. This obligation to reimburse the County and the Participating Cities does not apply to situations where an animal needs to be transferred in to the County shelter where the animal is held because of a bite or potential dangerous dog designation and where the incident occurred in San Mateo County, but the animal was first taken to another animal shelter. In such cases, the animal shall be classified as a "Transfer in" in the Chameleon software intake statistics.

Contractor will also reimburse the County and Participating Cities at the rate described above and shall reimburse the County and Participating Cities for the above-described expenses for any animal impounded by the nonprofit for a Cruelty case and housed at the County Animal Shelter. Detailed notes by staff must be entered into the Chameleon database (or any successor system) and should describe the reason for the animal being transfer back into the County shelter.

2. In cases where the Contractor transfers an animal back to the County Shelter for any reason, the Contractor will pay for the care of the animal and not use contract funds or staff being paid for by the contract. Detailed notes by staff must be entered into the Chameleon database and should describe the reason for the transfer back to the County shelter.

#### **J. Working with partner groups**

##### **Contractor will:**

1. Within 6 months of signing this Agreement, develop a Partner Group application for any shelter or Partner Group that would like to apply to take animals from the County Shelter. The application should also be available on Contractor's website.
2. Assign one (1) or more staff members to proactively contact Partner Groups and non-profit shelters in the County and throughout the Bay Area to encourage them to take animals whose medical or behavioral needs exceed available resources or who would otherwise be better served by being transferred to a Partner Group or to take animals that have been in the County Shelter for more than three (3) weeks past their stray hold or owner surrender intake date. If the Contractor desires, animals may be placed prior to the expiration of the three (3) week hold period. Contractor will decide which animals will be transferred to the Lantos Center for adoption.
3. As an alternative to euthanizing feral cats when cat caretakers are unavailable, will either 1) release the feral cats to an organization that will Trap-Neuter-Return (TNR) the cats, 2) TNR the cats themselves, or 3) develop a plan on how to handle feral cats to improve the live release rate (e.g. implementing a barn or working cat program).

#### **K. Vaccinating, deworming, flea prevention, photos, documentation**

##### **Contractor will:**

1. Complete health assessments of dogs and cats within 24 hours of the animal entering the County Shelter.
2. Complete behavioral assessments of dogs and cats within 4 days of the animal entering the County Shelter (not including the day of intake). Excluded: Dangerous animals, quarantined animals, animals in protective custody, euthanasia requests, exotic animals, fowl.
3. Conduct full body microchip scans and check for other forms of identification at the time of intake for all animals that can be safely handled.
4. Provide a photograph and description of each lost animal through public outreach activities (i.e., website) in order to locate the pet's owner as soon as possible.

5. Document animal's description (breed, sex, and age), health assessment, initial behavioral assessment, microchip, license, rabies, and any other pertinent information in Chameleon Data Management System (or any successor system) within 24 hours of receiving each animal.
6. Document complete behavioral assessment results in Chameleon Data Management System (or any successor system) within 4 days of receiving each animal (not including the day of intake).
7. Provide vaccinations, dewormers, and flea control when an animal enters the County Shelter as appropriate for their species, excluding animals that are unable to be safely handled or animals that are too sick/injured to receive this treatment.

#### **L. Keeping County Shelter clean and disinfected**

##### **Contractor will:**

1. Always maintain the kennel and animal care facilities in a humane and sanitary condition with a focus on these areas:
  - a) Cleaning and Disinfection. Use of disinfectants should be limited to those that are proven safe and effective for animal species sheltered at the County Shelter.
  - b) Surfaces and Drainage
2. Maintain stocks of disinfectants based on accepted industry standards to preserve function and effectiveness with regards to temperature and light exposure.
3. Update all written guidelines/documentation for use of disinfectants to reflect current practices as well as industry standards/recommendations.
4. Staff and volunteers shall receive training when guidelines have been updated and documentation of training shall be maintained.
5. Take commercially reasonable measures to maintain a pest-free shelter. Contractor will enter into, pay the costs of, and monitor on a recurring and scheduled contract for pest control services in and around the County Shelter.
6. Have written information available about zoonotic diseases for visitors, adopters and foster care providers.
7. Clearly mark enclosures of animals with suspected zoonotic disease to indicate the condition and any necessary precautions.
8. Provide periodic staff and volunteer training and information on the recognition of potentially zoonotic conditions and the means of protecting others from exposure. This shall be included in the policy and procedures.
9. Ensure the public does not have unsupervised access to areas where animals are isolated for zoonotic diseases.

#### **M. Providing enrichment**

##### **Contractor will:**

1. Provide kennel enrichment programs that provide every animal with an opportunity to be socialized and reduce stress while in the County Shelter.

**N. Euthanasia****Contractor will:**

1. Provide for the humane euthanasia and disposal of animals determined to be unhealthy, aggressive, or untreatable as determined by California law.

**O. Owner-requested euthanasia****Contractor will:**

1. Follow the basic matrix definition of Owner-Requested Euthanasia. The basic matrix definition of Owner -Requested Euthanasia can be found at: [https://www.shelteranimalscount.org/docs/default-source/dataresources/sac\\_basicdatamatrix.pdf](https://www.shelteranimalscount.org/docs/default-source/dataresources/sac_basicdatamatrix.pdf)
2. Contractor will pursue all reasonable measures to verify animal ownership prior to euthanasia.
3. Record and classify animals in the Chameleon software and in Live Release Rate calculations as "Owner Intended Euthanasia" if they are brought in to the shelter by their owners with the specific intention of using the Owner Requested Euthanasia service. When an owner wishes to surrender an animal for adoption and that animal is deemed unhealthy and untreatable, or aggressive after counseling by Contractor's staff based on information provided by the owner and the owner elects to surrender the animal for euthanasia, euthanasia service will be provided and will be classified as "Owner Surrender Euthanasia."
4. Decline to provide the owner-requested euthanasia service to treatable animals and will instead either accept and treat those animals, provide resources so the owner so they can keep and treat their animal, or refer the owner to another organization that will assist the pet owner, so they can treat the animal.
5. Offer private owner-requested euthanasia (including pet-owner witnessed euthanasia, when requested with regard to non-aggressive animals only) as a service at the County Shelter, if the animal is deemed unhealthy and untreatable, or aggressive.

**P. Documentation****Contractor will:**

1. Accurately complete, sign, and submit all necessary documentation of compliance in a timely manner.

**Q. Adoption of animals****Contractor may:**

1. Arrange adoptions onsite at the County Shelter to reduce the length of stay for animals and have other approaches to adoptions such as transferring animals from the County Shelter and moving them to their non-profit shelter or partner organizations for adoption. There is no set number of animals that need to remain up for adoption at any point in time at the County Shelter.

**Contractor will:**

2. Ensure that the public cannot come into contact with, or view, bite quarantine animals and aggressive animals that are considered a danger to the public.

## IV. FIELD SERVICES

### A. Respond to field service calls

#### Contractor will:

1. Respond to calls for Animal Field Services 24 hours a day, 7 days a week, 365 days a year as set forth in the below-described priority listing, unless otherwise noted below. Notwithstanding any other provision herein, Contractor shall respond on holidays and after regular business hours (9pm-7am) to call Priority 1 and 2 categories. If no calls in those priorities are pending the staff Contractor will respond to Priority 3 and 4 calls.
  
2. Contractor may receive and accept requests for service in person, via phone, email, text message, voicemail or fax. Contractor will have policies and processes in place to ensure that text messages, emails, voicemails and faxes are monitored and retrieved in a routine and timely fashion.

### B. Priority for Field Activities

1. **Priority 1:** Immediately respond to all emergency calls of the following types within one (1) hour of the receipt of the call from the reporting party:
  - a) Imminent threat to a person by an aggressive domestic, exotic or wild animal
  - b) A Public Safety agency request for immediate assistance
  - c) Possible rabid animal
  - d) Aggressive dog at large, or an aggressive dog that could cause harm to a human or an animal (e.g., an aggressive dog breaking out of a yard or has access off the property)
  - e) A dog that has bitten a human or that has attacked another animal and that remains at large
  - f) Major injury to dog, cat, or domestic animal
  - g) An animal in hot car or an animal that is otherwise in immediate danger
  - h) Dangerous animal permit violation that has occurred and the same animal remains a threat to person or property
  - i) Animals at large causing a traffic hazard (including livestock)
  - j) Rescue animals when the animal's life is in danger
  - k) Dogs harassing livestock if the livestock's life is in danger
  - l) When juveniles are present at a school grounds any bat, any aggressive animal, animal posing a risk to humans, sick or injured animals, dogs at large, or confined or trapped animal are present on the school grounds.
  - m) Request by a Public Safety Official or Fish & Wildlife officer to respond to a mountain lion or an escaped exotic animal that is an imminent threat to a person. Handling of these situations will be a joint response between the requestor and the Contractor. Contractor will be acting in an advisory capacity. Contractor is responsible for arranging a third party to

handle, transport and/or care for exotic animals. If a third party is retained by Contractor, said third party shall have lead advisory responsibilities. Public Safety Officials and/or Contractor will determine if Fish and Wildlife need to respond to the scene. Contractor will remain on the scene with requesting Public Safety Official until situation is resolved.

2. **Priority 2:** Respond without unnecessary delay, within (4) hours of receipt of the call from the reporting party:

- a) Dog, cat or domestic animal sick, or with minor injury
- b) Sick or injured wildlife
- c) All non-threatening Dangerous Animal permit violations
- d) Dog or cat in trap
- e) Animal in custody (stray confined)
- f) Pack of dogs
- g) Dead animal at a school between 7:00 AM and 8:00 PM (excluding holidays)

3. **Priority 3:** Respond without unnecessary delay within a maximum of 18 hours of receipt of the call from the reporting party and as soon as reasonably possible beforehand to the following situations:

- a) Animal at large (non-aggressive and non-threatening) in violation of local ordinance
- b) Rescue animals when the animal's life is not in danger
- c) Reports of animal bites or attacks where there is no longer an animal at large which is an immediate threat to persons or property.
- d) Dead animal pick-up
- e) Animal bite quarantines

4. **Priority 4:** Respond without unnecessary delay within 24 hours of receipt of the call from the reporting party:

- a) Stray patrol request
- b) Owned animal for relinquishment (based on special circumstances or special hardship situation)

5. **Priority 5:** If there are no calls pending in the other priority categories:

- a) Officers will patrol City and County parks and neighborhoods in areas accessible by Contractor's vehicle, and will maintain a patrol of no farther 500 yards from the vehicle.

6. Ensure that Animal Control and Humane Officers shall impound stray or confined dogs and cats and return them to the owner in the field, or transport to the animal to the shelter, as deemed appropriate by the Officer.

7. Provide a master schedule for Animal Control staff.

### **C. Enforcement of state and local animal control laws; Municipal code violations**

**Contractor will:**

1. Enforce all County and City ordinances pertaining to animals as outlined in Chapters 6.04, 6.12 and 6.16 of Title 6 of the San Mateo County Ordinance Code and enforce state statutes where applicable, except for number of animals per household or barking dogs, which are referred to the respective overseeing agency (code enforcement or law enforcement).

2. **Uniform Ordinances and Citation Authority.** County shall encourage the Participating City jurisdictions shown on Exhibit D to adopt and maintain animal control ordinances and fee schedules that are materially equivalent to the County's animal control ordinance and fee schedule. The animal control ordinances for all jurisdictions shown on Exhibit D should 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.

3. Enforcement of city ordinances which differ materially from the County ordinance need not be enforced by Contractor unless Contractor agrees that the ordinance does not conflict with its mission, and the city and Contractor mutually agree on the cost of services. Participating Cities agree to provide notice to Contractor of any changes to their City codes that would relate to additional or different Contractor responsibilities under this Agreement.

4. Upon request by a Participating City, the County, or residents of a Participating City or the unincorporated County, investigate complaints of animal related public nuisances, to those ordinance code violations enumerated in Chapter 6.04 of Title 6 of the San Mateo County Ordinance Code and similar city ordinances, with the exception of complaints regarding barking dogs.

#### **D. Citations**

##### **Contractor will:**

1. Develop a voidable animal license citation process for license violations, that affords the animal owner 30 days in which to register for a license and have the citation voided. Specifically, on all complaints involving stray or loose animals, municipal complaints and quarantines etc., if the animal owner living in San Mateo County does not have their animal licensed in San Mateo County, the Animal Control Officer ("ACO") will issue a voidable license citation to the animal owner.

2. Ensure that ACO/Humane Officers issue administrative and non-administrative citations for City, County or State violations. Written warnings can be issued for first offense minor violations only if the ACO/Humane Officers follow up within two weeks to ensure compliance with the written warning.

3. Record all citations and written warnings in the Chameleon (or any successor system) software system.

#### **E. Impoundment of animals**

##### **Contractor will:**

1. Impound all dogs caught at large, scan all dogs and cats, that are safe to handle, for microchips in the field and provide for field return to owner as deemed appropriate by the Animal Control Officer.

2. Except when responding to a Priority 1 or Priority 2 call or when responding to a Priority 3 or Priority 4 call in order to meet expected response times, ensure that when Animal Control Officers observe a violation of the Participating City or County ordinance, the Animal Control Officer will stop, contact the animal owners, and take appropriate actions, such as a written warning for first offense, or the issuing of a citation for subsequent violations.

3. Investigate and follow up with impoundment, citation, search and seizure warrant for animal bites, vicious/dangerous animals, and attacks in conjunction with respective City Attorney or County Counsel and/or County District Attorney.

4. Contractor shall impound animals in the regular course of its enforcement of City and County ordinances as necessary to protect the safety of persons and property, or the animal. In addition to its ordinary impoundment responsibilities under this Agreement, if Contractor receives a specific request from a City and/or County law enforcement agency, Contractor shall promptly impound any animal, whether the animal is on public or private property. Contractor shall obtain any necessary consent or warrant as required by law for all impoundments. In exigent circumstances, in which a warrant is not required because personal or public safety is at imminent risk, Contractor shall impound the animal immediately. However, in the event that Contractor determines that a warrant is necessary for the impoundment, Contractor shall promptly seek such warrant and take all steps necessary to ensure that the animal is secured in such a manner that it poses no threat to the safety of any person pending the impoundment.

In those limited situations in which Contractor reasonably believes that there is no violation, seizure is unlawful and there are no grounds for seeking a warrant despite the request by City or County law enforcement, Contractor's President and/or legal counsel shall promptly discuss the legal and factual basis for Contractor's determination with the Chief of Police or designee of the respective City (or County Sheriff or designee if applicable) and the County Animal Control Manager or designee, if available within one hour. If the City or County representatives are not available and/or there is still disagreement, and City or County law enforcement still requests impoundment, City or County law enforcement will seize the animal, and Contractor with thereafter take custody of the animal and impound the animal at the shelter. In these situations only, if the City or County law enforcement officer believes that a warrant should be applied for, but Contractor does not believe there are grounds for such warrant, the law enforcement officer shall supply the affidavit for such warrant and, at the request of the City or County law enforcement officer, Contractor shall seek the warrant from the court.

5. 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 (and such authority has been directly conveyed to Contractor from owner), appears at the Contractor's facility, and pays the relevant impoundment, emergency medical treatment, and licensing/permit fees to redeem said animal. Fees may be billed under certain circumstances as outlined in Exhibit A. - VI. Operations – D. Administration – 1 Financial Systems.

#### **F. Transport of sick, injured animals**

**Contractor will:**

1. Ensure the transfer of any injured or sick animals to the animal shelter or veterinary emergency hospital, or ensure that the owner (if present) of the animal seeks medical treatment.

#### **G. Field euthanasia**

##### **Contractor will:**

1. Ensure that if euthanasia is necessary for a sick or injured wild animal while it is in the field, the euthanasia shall be conducted by trained personnel with necessary equipment. This service shall be available twenty-four (24) hours a day, seven (7) days a week, 365 days a year.

#### **H. Investigations for animal bites, dangerous & vicious animal cases**

##### **Contractor will:**

1. Conduct thorough investigations of dangerous or vicious animals, which shall include interviewing witnesses, collecting evidence, writing reports, taking photos, requesting related information and securing search warrants to impound a vicious or dangerous dog, making initial designations as dangerous or vicious, and testifying at hearings. This investigation should be completed, and the report and all supporting information presented to the County, at least three (3) calendar days ahead of the scheduled hearing. Contractor, pertaining to Contractor's duties as outlined herein, will follow the applicable County and Participating City ordinances.
2. Investigate municipal code violation complaints within the jurisdictional boundaries of the Participating Cities and the unincorporated County pertaining to Contractor's duties as outlined herein. This includes, but is not limited to, interviewing witnesses, collecting evidence, taking photos, writing reports, requesting related information and securing search warrants, issuing citations, and participating in hearings or court proceedings as needed for potential impoundment and/or prosecution. Officers will work closely with the City Attorney or County District Attorney as applicable.

#### **I. Removal of dead animals**

##### **Contractor will:**

1. Remove dead animals from the public right-of-way, except freeways and/or highways, which are maintained by CALTRANS.
2. Remove stray dead domestic animals from private property for no charge.
3. Remove owned domestic dead animals at the request of owner with a charge to the member of the public requesting the service, as set forth in the Fee Schedule. All such fees collected by the Contractor shall be remitted to the County.
4. Pick up and dispose of any dead animal on any street, sidewalk, school, or other public property.
5. In cases where animal contact meets the criteria for rabies testing, pick up dead or live wildlife on private property. In cases where animal contact meets the criteria for rabies testing, the Contractor will follow the rabies testing protocol.

6. Dispose of dead wildlife or domestic dead animals that are brought to the shelter. If a commercial wildlife removal or pest company wants to dispose of dead animals, they will have to enter into a contract with the County to pay for disposal fees.

7. If Contractor is unable to safely remove a dead animal, Contractor will hire a qualified third-party using contract funds to remove the dead animal.

#### **J. Quarantine of animals**

##### **Contractor will:**

1. Quarantine biting animals and enforce State Codes, California Rabies Compendium, and County guidelines relating to rabies control. This includes providing state-mandated rabies clinics.
2. Work with San Mateo County Health to jointly determine when an in-home bite quarantine is appropriate and will be made available.

#### **K. Dispatch**

##### **Contractor will:**

1. Provide radio dispatching to the field between the hours of 8:00am and 6:00pm on Monday through Friday and 8:00am and 5:00pm on Saturday, Sunday, and Holidays.
2. 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. The Contractor will pay the annual cost for County Radio Dispatch using funds paid to Contractor pursuant to this Agreement.
3. Have a system for phone calls to roll to another person in order to answer calls from the residents for the County. If there is more than one (1) Dispatcher on shift, the phone lines will be set up so the calls coming in roll between the multiple phones.
4. Have a line for law enforcement, fire, and other government officials to call on at all times when the contractors dispatch is open if they need service from the Contractor.
5. County shall maintain County-owned radio equipment as denoted in Attachment M County-Owned Radio Equipment.

## **V. VETERINARY MEDICAL SERVICES**

#### **A. Provide veterinary care for animals**

##### **Contractor will:**

1. Make medical decisions that balance both the best interest of the individual animals requiring treatment and the County Shelter population.
2. Ensure that the County Shelter medical services include, but are not limited to: animal exams, vaccinations, microchipping, dispensation of medications, disease prevention, surgeries (e.g. enucleations, amputations and wound repairs), emergency care of injured animals, euthanasia and coordination with other local, state and national agencies.

3. Ensure that Contractor's veterinary medical staff regularly monitor the status of individual animals and the population as a whole.
4. Have and apply written disease prevention and response policies and procedures. Disease response procedures should include measures to minimize transmission to unaffected animals or people and should ensure appropriate care of the affected animals. Procedures should include a treatment plan where decisions are based on a range of appropriate criteria, including the ability to safely and humanely provide relief, duration of treatment, prognosis for recovery, the likelihood of placement after treatment, the number of animals who must be treated and the expense and resources available.
5. Ensure that there is preventive health care appropriate for each species and include protocols that strengthen resistance to disease and minimize exposure to pathogens.
6. Ensure that medications and treatments are only administered with the advice of a veterinarian or in accordance with written protocols provided by a veterinarian, and all drugs are dispensed in accordance with federal and state regulations.
7. Whenever possible, ensure all veterinary care and treatments are recorded in Chameleon (or any successor system).
8. Microchip and spay/neuter all animals for adoption prior to pick up by new owner, as required by law, unless a veterinarian determines the procedure is not safe for the animal's health to be performed.
9. Have written policies regarding care and treatment of injured and sick animals and that are in alignment with State or local laws and address.

#### **B. Veterinarian medical licensing/registration**

**Contractor will:**

1. Maintain current premise permits and meet all veterinary licensing requirements as specified by the California Veterinary Medical Board and California and federal law.
2. Maintain licensure to dispense and supply shelter and field services staff with the controlled substances necessary for performance of field captures and euthanasia, including the monitoring and security of such substances.
3. Ensure that veterinary staff meet certification and/or license requirements set forth by the State of California. Staff includes veterinarians, registered veterinary technicians, and other licensed or certified personnel.

#### **C. Medical examination, treatment, and medication**

**Contractor will:**

1. Ensure that the veterinary staff 1) perform a medical examination upon arrival for all sick/injured animals, 2) direct and monitor the care of injured and/or sick animals, 3) adheres to and directs procedures to reduce or respond to the outbreak of infectious diseases, and 4) provide a medical exam for all animals (except those needing emergency care) within 24 hours of arriving at the shelter.
2. Provide for laboratory services including stool examinations, cytology, urine analysis, heartworm tests, FELV/FIV tests, electrolytes measurements, and blood counts, among other testing.

3. Ensure adequate and appropriate administrative controls are in place to monitor medications and medical supplies.

## VI. OPERATIONS

### A. Personnel

#### 1. Staffing

##### **Contractor will:**

- a) Hire personnel that are fully-qualified, authorized, licensed or permitted under applicable State and local law to perform such services.

#### 2. Contract Funding of Staff

##### **Contractor will:**

- a) Ensure all shelter, field, facilities and veterinary-related staff and managerial positions funded 100% by the Contract, spend 100% of their time working at the County Shelter, or providing other services to the County and Cities pursuant to this agreement (excluding disaster work, training, or meetings.) If one of these staff member works less than 100% of their time at the County shelter, the percentage of hours worked under the items of this Contract will be documented on a timesheet/time clock. Hours worked at another location will not be charged to Contract funds. If one of these staff members' time is divided between the County shelter and other sites, Contractor shall prioritize services denoted within this agreement. Contractor will include with the monthly invoice a report of the FTE hours worked at the County shelter by these staff members. An organization chart will be sent to the County annually that shows the Contractors entire organization including the percentages of time staff paid by the County shelter.

#### 3. Training

##### **Contractor will:**

- a) Annually provide a training plan that includes any certifications required by State laws.
- b) Be responsible for providing fully trained personnel in all aspects of performance, including proper animal care, animal handling, and enforcement procedures and techniques.
- c) Ensure all ACOs complete Penal Code 832 Arrest course or be appointed pursuant to California Corporations Code Section 14502 as Humane Officers, issue citations, receive ongoing training and maintain proper education, experience and/or certification within one (1) year of hire.
- d) Ensure all ACOs pass approved baton training at earliest feasible opportunity. No ACO shall use a baton until trained.
- e) Require all ACOs to be certified to perform euthanasia by injection as defined by California law. All ACOs will complete required training per state law.
- f) Require all staff that perform animal euthanasia to be trained pursuant to State law.
- g) Require staff members that have access or review documents, such as bite reports and human medical records, to complete HIPAA training.

#### 4. Volunteer Program

**Contractor will:**

- a) Have an active volunteer program to support the Animal Care and Control program and related activities. The County encourages the use of volunteer support in all aspects of the program unless prohibited by State law. The volunteer program will be guided by policies and procedures similar to those for Contractor's employees.
- b) Contractor should work to increase the volunteer to staff ratio as may be deemed appropriate by Contractor for specific programs.
- c) Carry insurance on volunteers, including coverage for volunteers at the shelter including but not limited to their interaction with animals.
- d) Outline how they will recruit and coordinate volunteers and assigned activities.
- e) Track volunteer hours and report numbers annually to the County.
- f) Outline which tasks the volunteers will be assigned to complete at the shelter.

#### **B. V.6.4. Vehicles**

##### 1. Acquiring /Replacement

**Contractor will:**

- a) Utilize funds paid to Contractor pursuant to this Agreement to acquire or replace vehicles.

##### 2. Vehicle Maintenance and Repair

**Contractor will:**

- a) Provide proof of automobile liability insurance covering all Contractor staff utilizing vehicles pursuant to this Agreement.
- b) Be responsible for all vehicle maintenance and repairs to be paid out of funds paid to Contractor pursuant to this Agreement.
- c) Utilize and maintain existing and replacement vehicles assigned for animal control activities.
- d) Provide a quarterly maintenance and repair report listing all vehicles and the service received.
- e) Ensure all vehicles receive routine maintenance as required by the manufacturer.
- f) Maintain all of the vehicles such that they remain in a safe, professional condition at all times. Records must be kept on all maintenance problems and mileage.
- g) Keep vehicles in good repair and ensure that there are no dangers to animals inside the vehicles that could cause injury such as sharp edges, gaps in doors etc.
- h) Clean and disinfect after an animal has been transported in the vehicle.
- i) Ensure all vehicles are kept clean on the inside and outside.

#### **C. Procurement**

##### 1. Inventory

**Contractor will:**

a) Maintain and provide to the County, within thirty (30) days of execution of this Agreement, a current inventory of all equipment paid for with non-contract Funds owned by Contractor or paid for in part with non-Contract Funds, used at the shelter and having a current fair market value of \$1,000 or more. Provide to the County, within six (6) months of signing the Agreement, an inventory of all durable equipment purchased using contract funds and having a current fair market value of \$1,000 or more.

## 2. Computer Hardware and Software

**Contractor will:**

a) Be responsible for the provision and replacement of County-owned hardware and software using contract funding, grants or private funds as long as all of the computer hardware located in the County Shelter purchased using contract funds is considered the property of the County. Items owned by the County will be listed in the annual inventory.

b) Maintain an inventory of purchased hardware and software.

c) Be responsible to provide server, internet connectivity and equipment to operate all computers within the shelter. This will include the set-up of the service for the equipment.

## 3. Operating Supplies

a) The Contractor shall be required to purchase all operating supplies for the purpose of any service provided under the terms of the contract with contract funds, County-directed donations or other funding sources directed solely to the County Shelter; the supplies will be and remain the property of San Mateo County.

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

**D. Administration**

## 1. Financial systems

**Contractor will:**

a) Have in place a process and have the capability to provide billing and provide activity reports to the County.

b) Contractor will not release any impounded animals unless the owner of such animal, or another individual with express written or verbal authority (such verbal authority having been conveyed to Contractor directly from owner) to represent the owner, appears at the Contractors facility, and pays all applicable impoundment, emergency medical treatment, and/or licensing/permit fees to redeem said animal. Exceptions may be made where efforts to collect said fees would, in Contractor's reasonable estimation, potentially jeopardize the safety of its staff, volunteers or facility. Contractor will alert the program manager of Animal Control and Licensing regarding the threat of harm to the staff.

c) Contractor will require license fees to be paid before the animal leaves the shelter.

d) Contractor will bill the responsible party if it is reasonably determined that they cannot pay the required fees at the time an animal is released. Contractor will use every effort to confirm that the responsible party is unable to pay fees. In the case of unaltered dogs, cats and

rabbits, fees will only be billed provided the responsible party agrees to have the animal spayed or neutered prior to the animal being released from the shelter.

e) Fees will only be transferred to the County for billing as a last resort. Any time a responsible party is billed, the responsible party shall be provided a detailed and clear itemized list of fees, as well as a letter on San Mateo County Health Department letterhead explaining how to pay owed fees and the potential for collections actions to follow.

## 2. Financial Audit & Operational Audit

### **Contractor will:**

a) Provide periodic updates on the annual external audit process, including information on the process which will be used to ensure the completion of audits. The completed written audit and opinions shall be supplied to the County by December 31st of each calendar year for the previous fiscal year.

b) Annually hire an independent auditor, who will conduct a fiscal year audit of all expenses and revenues and services noted above. The auditor must document and express an opinion on program revenues, expenses and units of service and must conduct audit in accordance with generally accepted auditing standards. The audit report shall also express an opinion regarding compliance with the financially related terms of the Agreement.

c) After completion of the audit, allow County or City personnel, or consultant to speak directly with the auditors in a joint session with Contractor.

d) 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, but not to exceed one time annually, County may request, and Contractor shall provide additional detailed information concerning services performed under this Agreement for the purpose of a performance audit. The County shall make every effort to follow Generally Accepted Government Auditing Standards (GAGAS).

e) At any time during normal business hours and as often as the County may deem necessary, allow the County and/or representatives of the County to observe all Contractor's staff and volunteers in all areas of the County Shelter operation. County/City and/or representatives/contractor shall reasonably conduct themselves so as to not impede regular operations or functions. At no time will the County/City and/or representatives/contractor of the County direct the work of any Contractor staff in any manner.

f) At any time during normal business hours, with 24-hour notice from the County, and as often as County may deem necessary, provide to the County and/or representatives of the County records for examination with respect to all matters covered by this Agreement. Any records (e.g., personal employment) that would require notice to interested parties, shall be so noticed to the extent required by law prior to disclosure. Notice to Contractor shall not be required if the County has evidence of fraud or other misuse of contract dollars on the part of the Contractor; provided, however, that Contractor does not waive any privacy rights that individual employees may have. Nothing in this Services Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of information unrelated to the Services Agreement without the prior written consent of Contractor.

### 3. Documentation

**Contractor will:**

- a) Maintain for at least four (4) years after contract termination, and provide to County, or 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.
- b) Maintain for at least four (4) years after contract termination, and provide to County as requested 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 animal; and fees, charges and proceeds charged and collected for redemption. Contractor will provide information regarding adopters and fees for those animals adopted at the County Shelter. Contractor shall record all vaccinations.
- c) Maintain a complete record on each animal within the Chameleon (or any successor system) database.

### 4. Quality Improvement

- a) Contractor shall have a Quality Improvement program to ensure maintenance of key documents, reporting, scheduling services and activities, staff performance, and customer service.

**E. Public services**

- 1. Contractor agrees to convene a Participating City Managers' or Police Chiefs Group at a minimum of once per year over the term of this Services Agreement.
- 2. Contractor shall convene an annual meeting with Contractor's Board of Directors, President of the organization, and a committee of Participating City and County elected officials upon request, at a minimum of once per year during the term of this Services Agreement to review work covered herein.
- 3. Contractor agrees that the President, Senior Vice President of Operations, Senior Director of Operations will meet monthly with the Program Manager of Animal Control and Licensing.
- 4. When the County responds to a public records request, it will also provide an exact copy to Contractor of the documents disclosed to the member of the public.
- 5. Contractor agrees to present an annual report and supporting documentation to the Board of Supervisors that addresses the performance of the contracted services set forth in this Agreement.

6. Public services include, but are not limited to: staffing the call center, providing and running a website, reunification of lost animals with owners, animal adoptions, animal transfers to partner organizations, adoption promotions, licensing services, vaccination and microchip clinics, media inquiries, citizen complaint resolution, public education and outreach, utilization of volunteers, and coordination with other local, state and national agencies. Services also include the proper collection and handling of financial transactions associated with fees, fines, donations, and contract payments.

7. Contractor will provide quarterly communication updates to the County and Cities for public release on their websites and within social media. This should include any information for residents on services provided by the Contractor.

**Contractor will:**

8. Issue animal licenses and or required permits and collect applicable fees for dogs and cats that are encountered at the County shelter.

9. Provide public hours at the County Shelter as follows: Shelter will be open 7 days a week with a minimum of 8 hours per day Monday-Friday (e.g. open 11:00AM-7:00PM) and 6 hours (e.g. open 11:00AM-5:00PM) per day on Saturday and Sunday. The shelter can be closed on major holidays (see attachment L – Peninsula Humane Society Holidays), provided, however that on such holidays, Contractor shall maintain the minimum staff necessary to care for the animals and respond to field activities. Shelter will be cleaned by 11 am and ready for public to enter during business hours.

10. Provide method(s) for customers to find and claim lost pets through the Contractor's website, call center, notification by mail and telephone.

11. Promote adoptions and licensing through a variety of outreach strategies, including public education and outreach opportunities that contribute to increasing the live release rate and decreasing pet overpopulation.

12. Ensure customers are provided with exceptional customer service by achieving a positive customer satisfaction rating according to a survey to be developed in conjunction with County approval and administered annually. The survey must include a customer feedback component to ensure continuous improvement.

13. Develop and maintain acceptance, tracking and resolution procedures for customer service complaints received regarding Animal Services. Provide initial response (e.g. phone call, email, in-person visit) to resident complaints within 48 hours of receipt, with intent to resolve within a reasonable period. County will be advised for sensitive or unusual complaints.

**F. Provide monthly low-cost vaccination clinics at the shelter**

**Contractor will:**

1. Hold at least one (1) monthly low-cost vaccine clinic at the County Shelter for the residents of San Mateo County. The Contractor shall sell licenses at the monthly low-cost vaccine clinics and all fees collected at the clinic will be remitted to the County.

**G. Issuing licenses**

**Contractor will:**

1. Provide online information on how pet owners can license their pets to include locations for purchase and web addresses.
2. Issue replacement tags to dog owners whose license tags are lost, stolen or damaged, for applicable fee.
3. License and/or issue required permits and collect for County all applicable fees for all dogs and cats that are encountered at the County Shelter as required by applicable ordinance.
4. Issue a one (1) or three (3) -year option for dog licenses to the general public as required by applicable ordinance/law and collect applicable fees for County.
5. Provide an online option on the Contractor's website (<https://www.petdata.com/> URL link to the County's current subcontractor, PetData, Inc.) to license or renew animal licenses.
6. Properly handle the collection, deposit, remittance, and refund of all money associated with service fees, fines, and contract payments.
7. Collect all fees documented in the ordinances.
8. Contractor shall remit to the County monthly any and all fees collected, pursuant to ordinance, as well as, vaccine and microchip clinic fees, and animal licensing fees.

## **H. Software**

### **Contractor will:**

1. Utilize the Chameleon (or any successor system) software and database animal sheltering information system for the purpose of tracking all animal intakes and dispositions, behavioral notes, all medical conditions and treatment (with the exclusion of some medical notes that are unable to be added to the database and can be handwritten), notes made by volunteers may be hand written, animal control field activities, animal control citations and written warnings, animal bites and bite quarantines and other data relevant to the management of the animal services operation. Contractor shall provide copies to the Participating Cities/County or contractor all written notes as well as data within the Chameleon (or any successor system) software upon request.
2. Be responsible for paying all of the Chameleon (or any successor system) software system fees for work related to the contract, including the County licenses, using contract funds. The Chameleon (or any successor system) license will list San Mateo County and Peninsula Humane Society & SPCA as the database owners. In the event of contract termination or expiration, each party shall receive an exact copy of the database information, and if any technical problems arise regarding that goal, each party agrees to use best efforts to achieve this result.
3. Ensure the "adoption" outcome in Chameleon (or any successor system) shall be utilized for private individuals who have adopted a pet with the intention that the animal is to be their permanent pet or the permanent pet of their friend, partner or relative. The "transfer" outcome in Chameleon (or any successor system) shall be utilized for Partner Group organizations and their designees that plan to temporarily hold the animal until it can be adopted to a private individual or that plan to provide a hospice type service for the animals.

4. Ensure every live animal goes through an intake process where a photo and description of each animal is added to the Chameleon (or any successor system) database. Core vaccinations, deworming and any necessary flea treatment for animals to be sheltered shall also be administered and documented in Chameleon (or any successor system) during the intake process. The photos of all stray animals impounded at the County Shelter shall be made available for viewing by the public on the Contractor's lost and found website page during the stray hold period. The photos of all adoptable animals past any necessary stray hold period kept at the County Shelter shall also be made available for viewing by the public on the Contractor's website.

5. Ensure all owner contact information and attempts to contact the owners of animals wearing a license or identification tag, a microchip or any other kind of identification must be recorded in Chameleon (or any successor system). Behavior notes and all other information regarding the animal shall also be recorded in Chameleon (or any successor system).

6. Contractor will record in the Chameleon database Activity Record field responses with staff going on scene to the location of the activity differently than they will non-field responses, such as leaving phone messages, phone conversations, radio conversations, mailing letters, or any other activities performed when staff is not physically on the scene of the location of the activity. Recording field and non-field responses differently will allow accurate response reports to be generated. Response time reports for the City/County will only include field service calls when field staff is dispatched to a scene to handle a priority 1-5 call. It will include the time call was received, time dispatched, time the staff arrived on the scene and time the staff cleared the scene and what action the staff took.

7. Ensure all dogs, cats, puppies and kittens in a litter, weaned or not weaned, shall always be provided with an individual animal ID number in Chameleon (or any successor system) that is counted in both intake and outcome statistics.

## **I. Disaster response**

### **Contractor will:**

1. Coordinate with County in the event of a disaster/declared state of emergency.
2. Provide assistance to residents, local law enforcement, fire agencies and the County of San Mateo Office of Emergency Services to evacuate, shelter, and care for animals in the event of a disaster.
3. Be activated by the County's office of Emergency Services in accordance with the County's Incident Command System.
4. Work with other groups within the County during a disaster to ensure animals are safely evacuated and proper care is provided.
5. Ensure that staff or a third-party organization is available to respond to a disaster and are trained in the handling and care of all animal species within the County.
6. Ensure that each staff member responding to the disaster completes necessary FEMA forms.
7. Participate in a minimum of one (1) full-scale disaster exercise with San Mateo County Health or the Office of Emergency Services annually.

8. When staffing is available, supply 1-2 staff members during disasters that can rotate into the emergency operations center as needed by the County.
9. Ensure that all staff and volunteers responding to the disaster have completed ICS 100 & 700, as well as trained to the animal care and handling standards of the Contractor.
10. Train with other non-profits and groups in the County on evacuations, sheltering set ups and communications during a disaster, etc.

**J. Mutual Aid**

**Contractor will:**

1. Respond during a disaster in other Counties when requested by the San Mateo County Emergency Operations Center. Shelter and Field services must continue to operate in San Mateo County when providing support to other jurisdictions. Contractor shall use reasonable efforts to make staff available to assist with mutual aid, as requested and, when the Contractor reasonably determines that it is unable to do so, shall promptly provide a detailed written explanation of why it is unable to do so.
2. Contractor will work directly with San Mateo County Health and EOC during a disaster for mutual aid needs or supplies.

**K. Recovery**

**Contractor will:**

1. Work with animal owners on the pickup of their animals that have been cared for during the disaster. Thirty (30) days of Shelter fees can be waived by Contractor due to the disaster and include documentation in the database. If that animal needs to be held longer and more fees should be waived, Contractor will get approval from the County.
2. For those animals that owners wish to relinquish, the Contractor will look at alternative placement options for the animals such as adoptions, foster homes, or partner groups.
3. Plan Continuity of Operations Plan (COOP)
4. Within six (6) months of signing the agreement, Contractor will create a COOP for the provision of all contracted services in the event of a natural disaster or other significant unanticipated event that might otherwise disrupt services. Plan to be provided to the County annually.

**VII. REPORTING**

Provider will provide the following reports as specified within the required time period.

| Monthly Reports   | DUE            |
|---|----------------|
| 1. Live animal intake kennel statistics (counts and percentages) by:<br>Animal, including dogs, cats, other domestic animals, and wildlife, Intake type, including owner-surrender, confiscated, stray, owner-requested, Outcome, adoption, reclaim, transfer, euthanasia, died, missing, owner-requested | Upon Invoicing |

|   |  |
|---|--|
| euthanasia, etc. by Jurisdiction and summarized   |  |
| 2. Dead animal statistics (counts and percentages) by: Animal, including dogs, cats, other domestic animals, and wildlife   | Upon Invoicing                                   |
| 3. Field pick-up and drop-off: Jurisdiction and summarized, Patrol calls and response times by priority to include jurisdiction of the call and outcome   | Upon Invoicing                                   |
| 4. Field activities response times are to be calculated from the time of the call for field service to when the Animal Control Officer arrive on the scene of the field activity. Report should include the minimum time, maximum time, average time, targeted time percentage per priority, both summarized and by jurisdictional location, and results. | Upon Invoicing                                   |
| 5. List of citizen complaints by jurisdiction and category, timeline for resolution, and associated outcome.  | Upon Invoicing                                   |
| 6. Number of citations issued, categorized by ordinance and jurisdiction.   | Upon Invoicing                                   |
| 7. Number of voidable license citations issues and number voided with the purchase of a license.  | Upon Invoicing                                   |
| 8. Revenues collected by jurisdiction and type and summarized.  | Upon Invoicing                                   |
| 9. Financial reports reflecting budget to actual comparison information for revenues and expenditures by line item. As an addendum to the financial report, a narrative outlining any foreseeable issues or operational changes that the Contractor believes may be necessary for approval by the County.   | Upon Invoicing                                   |
| 10. Staff report on FTE percentage of hours spent at the County shelter.  | Upon Invoicing                                   |
|   |  |
| <b>Quarterly Reports</b>  | <b>Due</b>                                       |
| 1. License sales performed by Contractor by species and type and jurisdiction with summary.   | Upon invoicing for January, April, July, October |
| 2. Rabies vaccination and microchipping clinics statistics, with summary of total vaccinations administered by species and type.  | Upon invoicing for January, April, July, October |
| 3. Dangerous & vicious animal cases by jurisdiction and outcomes.   | Upon invoicing for January, April, July, October |
| 4. Animal Control/Humane Officer training   | Upon invoicing for January, April, July, October |
| 5. Humane Investigation report to include number of calls, contacts, notices, citations, and number of cruelty/neglect cases submitted to the District Attorney/City Attorney for prosecution with outcome.   | Upon invoicing for January, April, July, October |

|  |  |
|--|--|
| 6. Maintenance and repair report listing all vehicles and the service received.  | Upon invoicing for January, April, July, October |
|  |  |
| <b>Annual Reports</b>  | <b>Due</b>                                       |
| 1. All monthly and quarterly statistics listed above compiled for an annual summary of animal statistics   | Prior calendar year upon invoicing for February  |
| 2. Medical services staff training--list of staff, type of training, and dates of completion.  | Prior calendar year upon invoicing for February  |
| 3. Field officer training - list of staff, type of training, and dates of completion.  | Prior calendar year upon invoicing for February  |
| 4. Animal care staff training - list of staff, type of training, and dates of completion.  | Prior calendar year upon invoicing for February  |
| 5. Annual dog and cat statistics in basic matrix format, including live release rates and the live release rate formula used.  | Prior calendar year upon invoicing for February  |
| 6. Annual financial audit statement.   | December 31st of the current year                |
| 7. Customer satisfaction rating survey results.  | Prior calendar year upon invoicing for February  |
| 8. A Continuity of Operations Plan (COOP) for the provision of all contracted services in the event of a natural disaster or other significant unanticipated event that might otherwise disrupt services.  | Prior calendar year upon invoicing for February  |
| 9. A written cost allocation methodology procedure. Methodology should consist of items such as how direct services, such as field and shelter personnel and supplies, cost are distributed vs administration personnel that may be used for other than County contract related services, if applicable.   | Prior calendar year upon invoicing for February  |
| 10. A list of all current employed personnel by position paid for in full or part by the Contract with the salary/benefits and percent of FTE for each.  | Prior calendar year upon invoicing for February  |
| 11. Personnel Organization chart with the percentage breakdown of FTE positions and number of FTE's. For those personnel whose responsibilities extend beyond the contract, the organizational chart will indicate the percent of full-time equivalence assigned to each staff member for the contract that will be correlated with the amount funded by the contract. | Prior calendar year upon invoicing for February  |
| 12. Detailed budget narrative outlining estimated revenues and expenditures for operating and capital needs, explanation of operational and financial changes requested from the prior year, major operation strategy shifts, and any other items necessary to provide the County with an understanding of the proposed spending plan for                              | Current fiscal year upon invoicing for August    |

|   |  |
|---|--|
| the following year.   |  |
| 13. Current policy and procedures (SOPs).   | Prior calendar year upon invoicing for February                                |
| 14. Contractor will notify the County by January 31st of each year the number of bite quarantines handled for the past calendar year, broken down by city, compared to the average number of quarantines for the prior three (3) calendar years and include data on in-home vs. shelter. Contractor will provide statistical information to the Animal Control & Licensing Manager sufficient to allow for completion of the Local Control Rabies Activity Report required by the State of California. The past years rabies information to be provided to the County no later than February 15th of each year. | January 31 <sup>st</sup> and February 15 <sup>th</sup> for prior calendar year |
| 15. Provide the County with an inventory list of County owned equipment.  | Prior calendar year upon invoicing for February                                |
| 16. Number of spay/neuter surgeries provided to San Mateo County residents, transfer partners and shelter animals, number of spay/ neuter surgeries provided to residents outside of San Mateo County, divided by category, and total spay/neuter surgeries.  | Prior calendar year upon invoicing for February                                |
| 17. Humane Investigation report to include number of calls, contacts, notices, citations, and number of cruelty/neglect cases submitted to the District Attorney/City Attorney for prosecution with outcome.  | Prior calendar year upon invoicing for February                                |
| 18. Number of volunteers, hours and tasks performed.  | Prior calendar year upon invoicing for February                                |
| 19. Provide the County with an itemized list of all County fees collected.  | Prior calendar year upon invoicing for February                                |
| 20. Number and type of disaster trainings conducted, both within their organization and with other groups in the County.  | Prior calendar year upon invoicing for February                                |
| 21. Contractor to provide annually a detailed outline of what they will provide or do for kennel enrichment for all animals housed at the shelter.  | Prior calendar year upon invoicing for February                                |

## VIII. PERFORMANCE MEASURES

### Incentive Performance Measures

1. 85% of stray and owner-surrendered animals that go through their stray hold will be moved to a positive outcome within three (3) weeks of entering the shelter. Detailed description of reasons for not meeting this objective is required for animals not moved within three (3) weeks (with the emphasis looking to improve the positive outcome over the duration of the contract). Dangerous animals, quarantined animals and animals in protective custody are excluded.
2. 95% of rabies specimens will be delivered to the San Mateo County Public Health Laboratory within 48 hours of arriving at the shelter. Detailed description is required in the notes in the Chameleon (or any successor system) software for animals not delivered within 48 hours
3. 95% of all animals entering the shelter will be administered vaccinations, dewormer, and flea control as appropriate for their species.
4. All animals receive a health assessment within 24 hours of the animal entering the shelter.
5. All dogs and cats receive an equitable full behavioral assessment no longer than 96 hours of the animal entering the shelter (not including the day of intake). Detailed description is required for animals not receiving a complete behavioral assessment. Excluded: Dangerous animals, quarantined animals, animals in protective custody, euthanasia requests, exotic animals, and fowl.
6. 95% of all priority 1 calls are responded to within 1 hour of the reporting party calling Dispatch.
7. 95% of all priority 2 calls are responded to within 4 hours of the reporting party calling Dispatch.
8. 90 % of all priority 3 calls are responded to within 18 hours of the reporting party calling Dispatch.
9. 85% of all priority 4 calls are responded to within 24 hours of the reporting party calling Dispatch.
10. Monthly reporting of the number of citations issued to animal owners. A detailed explanation is required for  $\pm 15\%$  variation in the measure.
11. Monthly reporting of the number of citations voided due to license purchase.
12. Provide monthly reporting on the number of animals euthanized in the field by species type and jurisdiction.
13. 100% of investigative reports including available witness statements, photos, videos, veterinarian bills, medical bills, bite reports, and police reports to the County within 3 calendar days prior to a hearing, excluding weekends and holidays.
14. 90% of dead animals are removed within 18 hours.
15. 90% of all quarantines will be responded to within 18 hours of the reporting party either calling Dispatch or a faxed bite report being received.
16. Dispatchers answer 90% of calls to Dispatch in less than 2 minutes and have no more than a 10% abandoned call rate.
17. Contractor will report quarterly and annually how many cruelty cases have been investigated and the number of cases sent to the District Attorney or City Attorney for prosecution.
18. All live animals entering the shelter with a non-urgent medical issue are examined by veterinarian/technician within 24 hours. Examinations may be visual for animals that are unsafe to handle. A detailed explanation is required for  $\pm 10\%$  variation in the measure.
19. All officers will be trained as per state law within 1 year of hire date.
20. All staff that have access to human medical documents must be HIPAA trained by the Contractor within 30 days of hiring.

21. Provide initial response (e.g. phone call, email, in-person visit) to resident complaints within 48 hours of receipt, with intent to resolve within a reasonable period. No more than a 10% variance
22. 5% increase in the number of pets receiving a rabies vaccination at monthly vaccine clinic based upon the prior fiscal year's measure.
23. Number of pets receiving a license during the vaccine clinics shall increase 10% each year by using a baseline the prior fiscal year and for each consecutive year throughout the term of the contract.
24. Contractor shall only report out for response times those field activities logged into Chameleon (or any successor system) those that are dispatched to field staff and when they arrive on scene to the location of the activity. If other field services activities, such as phone calls, emails or text messages are logged into Chameleon (or any successor system) they will not be counted in the response time report.
25. Written audit and opinions shall be supplied to the County by December 31st of each calendar year for the previous fiscal year.

### **Non-Incentive Performance Measures**

26. All received animals will receive a microchip scan. Detailed description is required for animals not receiving a microchip scan
27. Contractor to provide annually a detailed outline of what they will provide or do for kennel enrichment for all animals housed at the shelter.
28. Contractor will have written policies and procedures on euthanasia with a goal of ensuring that non-aggressive and healthy or treatable animals that enter the shelter system are not euthanized and that such animals are given a positive outcome through redemptions, adoptions and transfers to other organizations.
29. Contractor will have comprehensive written policies and procedures on Field Services. Policies and procedures should include proper care and handling of animals, emergency response procedures, how animals are placed into the vehicle, how officers will keep animals protected from the heat and cold in their vehicle, and standards for cleaning and disinfecting vehicles.
30. Contractor will have comprehensive written policies and procedures on Veterinary Medical Services. Policies and procedures should include proper care of injured and sick animals
31. All staff that will be euthanizing animals shall be trained per state law prior to performing euthanasia.
32. All staff and volunteers that will be responding to or caring for animals during a disaster shall take the ICS 100 & 700 online classes.
33. Contractor will be 100% in compliance with documentation outlined in this contract of animals entering the shelter. The County program manager of Animal Care and Control may conduct annual reviews of animal records.
34. Contractor shall maintain books, records, reports and accounts adequate to allow County and/or the auditor to fully evaluate, assess and audit Contractor's performance of services and use of contract funds under the Agreement, and allow inspection of same by County at any time with 24 hour notice, as outlined in this Agreement
35. Contractor shall use reasonable efforts to make staff available to assist with Mutual aid, as requested and, when the contractor reasonably determines that it is unable to do so, it shall promptly provide a detailed written explanation of why it is unable to do so:
36. Contractor will have comprehensive written policies and procedures on the Volunteer Program. Contents of the policies and procedures should include, but not be limited to, the application form and process, job descriptions, selection and supervision, orientation and training, performance reviews, outline allowable and non-allowable activities, and a process for dismissal.

### **Exhibit B**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

**The total amount that the County shall be obligated to pay for services rendered in this agreement shall not exceed THIRTY TWO MILLION FIVE HUNDRED FORTY EIGHT THOUSAND NINE HUNDRED EIGHTY NINE DOLLARS AND NINETY ONE CENTS (\$32,548,989.91). The county shall pay the contractor in accordance with the following terms:**

#### **A. Budget**

1. Fiscal Year and Amount
  - a) 2021-22: \$6,189,290.95
  - b) 2022-23: \$6,327,480.28
  - c) 2023-24: \$6,499,455.67
  - d) 2024-25: \$6,674,024.00
  - e) 2025-26: \$6,858,739.01
2. All funds paid to Contractor pursuant to this Services Agreement shall be used by the Contractor to meet its obligations herein.
3. A detailed proposed budget is included as Exhibit F.
4. An additional amount of \$100,000 annually will be included in the total budget to provide an incentive. Ability to access incentive funds will be determined based on:
  - a) Should the Contractor achieve all 25 of the incentive performance measure targets the Contractor will receive 100% of incentive (\$100,000).
  - b) Should the Contractor achieve 90% (23) of incentive performance measures the Contractor will receive \$75,000.
  - c) Should the Contractor achieve 80% (20) of incentive performance measures the Contractor will receive \$25,000.

#### **B. Incentive Money**

1. Incentive money is to be used to benefit the animals in San Mateo County (i.e., additional micro-chipping & vaccine clinics, mobile spay and neuter, disaster equipment, etc.) and Contractor will provide a summary report on how the incentive money was spent.

#### **C. Cost Overruns**

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.

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.

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.

#### **D. Modifications to the Budget or Payments**

1. Any changes to the budget in Exhibit F must be requested in writing to the County no later than February 1 of the prior fiscal year for approval and a possible contract amendment by March of that year.

2. In the event that funds provided under this Agreement are expended prior to the end of the contract term period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.

3. In the event that funds provided under this Agreement are not expended prior to the end of a fiscal year, Contractor shall have the opportunity to request funds no later than February 1 of the prior fiscal year to be used in the subsequent 12-month period with clear explanation for how those additional funds would be expended, and the County shall determine what amount of rollover funds will be available by March of the year.

#### **E. Budget Monitoring and Exceptions**

1. Revenue accounts shall be established for each service and shall be maintained separately by Contractor.

#### **F. Method of Payment and Invoicing**

1. Within 20 business days of the end of each month, Contractor must submit an invoice of actual costs for provision of services provided in Exhibit A for the prior month.

a) For the month of June each year, the following deadlines for invoices exist. Specific dates for each fiscal year close will be confirmed in May of that year.

- (1) June 18, 2022
- (2) June 17, 2023
- (3) June 15, 2024
- (4) June 21st, 2025

For the FY of July 2021-June 2022, Contractor may submit one initial invoice to the County by July 5<sup>th</sup>, 2021 in the amount of \$500,000 as an advance payment for the fiscal year. The Contractor will reconcile this one-time advance payment on or before the September invoice. a) A similar arrangement for a one-time annual advance payment in July for each fiscal year will be in place.

2. Other than the advance payments in July of each year, which are reconciled by September of each year, Contractor will only invoice for actual costs.
3. Within 20 business days of the termination or expiration of the contract, Contractor must submit a final invoice and refund to County any advanced funds in excess of actual costs. In no event, however, shall County's annual fiscal obligation under this Agreement exceed the amounts noted in Exhibit B Section A. Budget 1. Fiscal Year and Amount.
4. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County or credit a portion of such advance payments to the County. Contractor is not entitled to payment for work not performed as required by this Agreement

a) Invoices are to be sent to:

Lori Morton-Feazell  
 San Mateo County Animal Control and Licensing  
 225 37th Ave, PONY PBH319ACL  
 San Mateo, CA 94403  
 650-573-3726  
 lmorton-feazell@smcgov.org

b) All invoices should reflect the "Staff report on FTE percentage of hours spent at the County shelter" and shall include:

- (1) Total amount of expenses incurred
- (2) A breakdown of those expenses according to budget categories included in Exhibit F
- (3) A payroll report of positions identified in the annual organizational chart
- (4) Associated reports on performance metrics
- (5) A description of any accomplishments or challenges in providing services or changes to service provision.

5. Additional supporting documentation is not required to be submitted with invoices, however, the County can request supporting documentation on demand.

**G. Signature Claims Certification and Program Integrity**

1. Anytime Contractor submits an invoice to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the invoice is true and accurate by stating the invoice is submitted under the penalty of perjury under the laws of the State of California.
2. The invoice must include the following language and signature line at the bottom of the form(s) and/or cover letter used to submit the invoice.
3. "Under the penalty of perjury under the laws of the State of California, I hereby certify that this claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at \_\_\_\_\_ California, on \_\_\_\_\_ 20\_\_\_\_  
Signed \_\_\_\_\_ Title \_\_\_\_\_  
Agency \_\_\_\_\_"

**Exhibit C**  
**Excluded Services**

- 1) Enforcement of regulations regarding the number of animals per household.
- 2) Removal and/or disposal of dead marine animals.
- 3) Pick up of baby birds.
- 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.
- 5) Respond to barking dog complaints or animal noise nuisance complaints.
- 6) Respond, whether dead or alive, to marine mammals/fish
- 7) Routine patrol of leash-law enforcement in parks, beaches, and other public places when other priority calls are pending. When there are no priority calls pending, Contractor will respond to complaints, calls, and observed violations regarding off-leash dogs in parks, beaches, and other public places where off leash dogs are not allowed, in areas accessible by Contractor's vehicle, and will maintain a patrol of no farther 500 yards from the vehicle.
- 8) 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.
- 9) Contractor will not accept animals at the County Shelter facility which belong to non-San Mateo County residents, unless an emergency arises requiring surrender of an animal. The County Shelter may accept stray animals that were found outside of San Mateo County. The Contractor shall attempt to immediately transfer the stray animal to the proper shelter in the County where it was found in a commercially expeditious manner.
- 10) Respond to pest-control issues (e.g., infestations, perceived or real, of rats, mice, insects, gophers, wasps, or spiders, etc.)
- 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. Contractor will investigate dog vs. dog incidents at approved off leash dog areas as defined in the Ordinance.
- 12) Investigation of Animal Cruelty cases. This will be funded by the contractor's non-profit organization. Contractor will ensure that the Humane investigators attend an annual training with the District Attorney's office and send a report annually on the number of cruelty cases investigate along with the number of cases sent to the District Attorney for prosecution. In the event that Contractor determines that its donor funding levels have been reduced to the level that it cannot sustain the Cruelty/Neglect program, the parties agree to meet and confer about whether or not to amend this Agreement to allow for County and City cost sharing to support the program, or the County and cities taking over responsibility for the costs of the program.
- 13) Spay & Neutering of Animals being placed for adoptions and low-cost surgeries for the public. This will be funded by the contractor's non-profit organization. Annually a report will be sent to the County that includes number of public and adoptable animal surgeries and number of surgeries performed for County residents and non-residents.
- 14) Care, treatment and rehabilitation of wildlife.

**Exhibit D**  
**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 E**  
**Fees to be Collected for Services Provided**

In consideration of the payments set forth in Exhibit B, 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.

**A. 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.**

1. 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.

**B. 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.**

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

a) 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;

b) Transportation and trailing costs for equine, swine, bovine, sheep, goats, and any other animals Contractor deems advisable to move by trailer; and

c) Animal rescue costs on private property.

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

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

4. Dangerous Animal Permit – permit, inspection, and signage fees, as shown in San Mateo County Ordinance 6.04.290 (e), (f), and (g).

5. Field Return fees, as shown in San Mateo County Ordinance 6.04.290 (h).

6. Breeding and Fancier Permit fees, as shown in San Mateo County Ordinance 6.04.290 (i) and (j).

7. Return check fees, as shown in San Mateo County Ordinance 6.04.290 (k).

8. Record request fees, as shown in San Mateo County Ordinance 6.04.290 (l).

9. Administrative hearing fees, as shown in San Mateo County Ordinance 6.04.115 (f) or the applicable city ordinance.

10. Fees collected for dead animal pick-up in public areas and disposal; trap rental; dead animal pick-up on private property; and citation clearance.

**C. Uncollectable Fees**

1. Contractor has no legal authority to negotiate, waive or retain fees for services unless provided by the applicable ordinance. Contractor shall collect all fees at the time of service or prior to release of impounded animal or release otherwise authorized per this Agreement.
2. Contractor shall use all reasonable efforts to collect the fee from the responsible party at the time the animal is returned to the owner or the owner's representative, and shall not release the animal until fees are paid unless refusing to release the animal would, in Contractor's reasonable estimation, potentially jeopardize the safety of its staff, volunteers or facility.
3. 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.
4. If fees remain uncollectable after reasonable efforts, 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 F**  
**Five-Year Budget (PROPOSED IN RFP)**

| <b>Entity Name: Peninsula Humane Society</b> |                       |                       |                       |                       |                       |                        |
|--|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|------------------------|
|  | <b>Year 1 Budget</b>  | <b>Year 2 Budget</b>  | <b>Year 3 Budget</b>  | <b>Year 4 Budget</b>  | <b>Year 5 Budget</b>  | <b>Grand</b>           |
| <b>Budget Category</b>                       | <b>Total</b>          | <b>Total</b>          | <b>Total</b>          | <b>Total</b>          | <b>Total</b>          | <b>Total</b>           |
| Personnel                                    | \$3,432,241.20        | \$3,529,662.03        | \$3,635,551.89        | \$3,744,618.44        | \$3,856,957.00        | <b>\$18,199,030.55</b> |
| Fringe                                       | \$1,120,626.75        | \$1,152,434.65        | \$1,187,007.69        | \$1,222,617.92        | \$1,259,296.46        | <b>\$5,941,983.48</b>  |
| Operating Expenses                           | \$1,139,500.00        | \$1,162,290.00        | \$1,185,535.80        | \$1,209,246.52        | \$1,233,431.45        | <b>\$5,930,003.76</b>  |
| Equipment                                    | \$78,200.00           | \$79,764.00           | \$81,359.28           | \$82,986.47           | \$90,058.36           | <b>\$412,368.10</b>    |
| Subcontracts                                 | \$387,080.00          | \$373,221.60          | \$379,486.03          | \$385,875.75          | \$392,393.27          | <b>\$1,918,056.65</b>  |
| Other Costs                                  | \$31,643.00           | \$30,108.00           | \$30,514.98           | \$28,678.90           | \$26,602.48           | <b>\$147,547.36</b>    |
| <b>Total Expenditures</b>                    | <b>\$6,189,290.95</b> | <b>\$6,327,480.28</b> | <b>\$6,499,455.67</b> | <b>\$6,674,024.00</b> | <b>\$6,858,739.01</b> | <b>\$32,548,989.91</b> |

**Attachment H**  
**Health Insurance Portability and Accountability Act (HIPAA)**  
**Business Associate Requirements**

**I. DEFINITIONS**

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) sections 160.103, 164.304, and

164.501. All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
- b. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
- c. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- e. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- f. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- g. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- h. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 164.503 and is limited to the information created or received by Business Associate from or on behalf of County.
- i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI is presumed to be a breach, unless it can be demonstrated there is a low probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:
  1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
  2. Identity of the unauthorized person or to whom impermissible disclosure was made;
  3. Whether PHI was actually viewed or only the opportunity to do so existed;
  4. The extent to which the risk has been mitigated.
- l. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

- m. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- n. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

## **II. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE**

- a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.
- d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
- e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

- m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
- n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.
- q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

### **III. PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE**

Except as otherwise limited in this Schedule, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

### **IV. OBLIGATIONS OF COUNTY**

- a. County shall provide Business Associate with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

### **V. PERMISSABLE REQUESTS BY COUNTY**

County shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if so requested by County, unless the Business Associate will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Business Associate.

### **VI. DUTIES UPON TERMINATION OF AGREEMENT**

- a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or received by Business Associate on behalf of County, that Business Associate still maintains in any form.

This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

## **VII. MISCELLANEOUS**

- a. Regulatory References. A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. Survival. The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.
- d. Interpretation. Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. Reservation of Right to Monitor Activities. County reserves the right to monitor the security policies and procedures of Business Associate.

**Attachment I**  
**Fingerprinting Certification Form**

**DATE:** July 1, 2021

**AGREEMENT WITH:** Peninsula Humane Society & SPCA

**FOR:** Peninsula Humane Society & SPCA

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Contractor will require records of fingerprinting and background checks for program staff in sensitive positions including animal control officers, humane officers, and staff who treat animals with controlled drugs or perform euthanasia.

**NAME:** Anthony Tansimore

**TITLE:** President

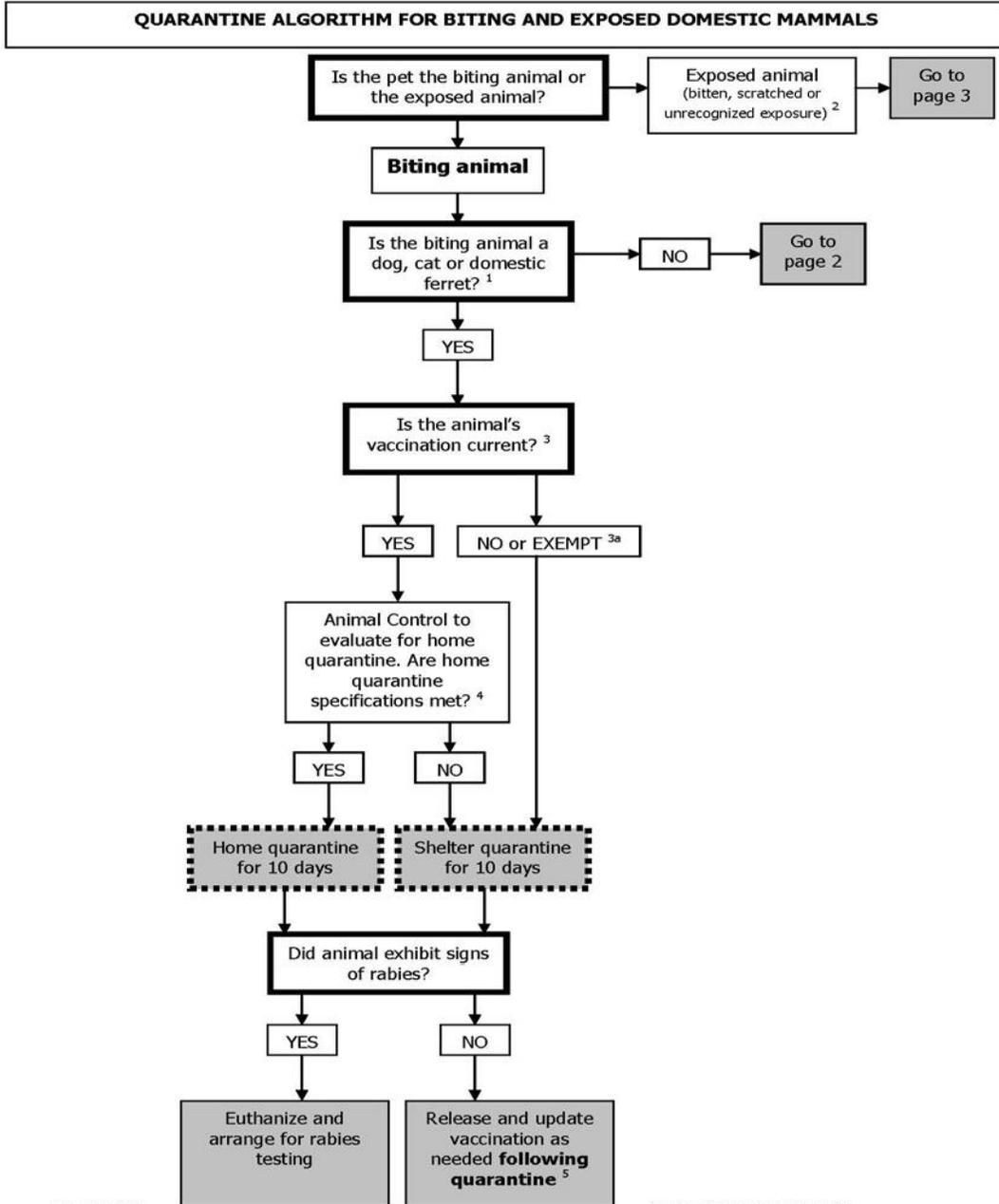
**SIGNATURE:**

DocuSigned by:  
*Anthony Tansimore*  
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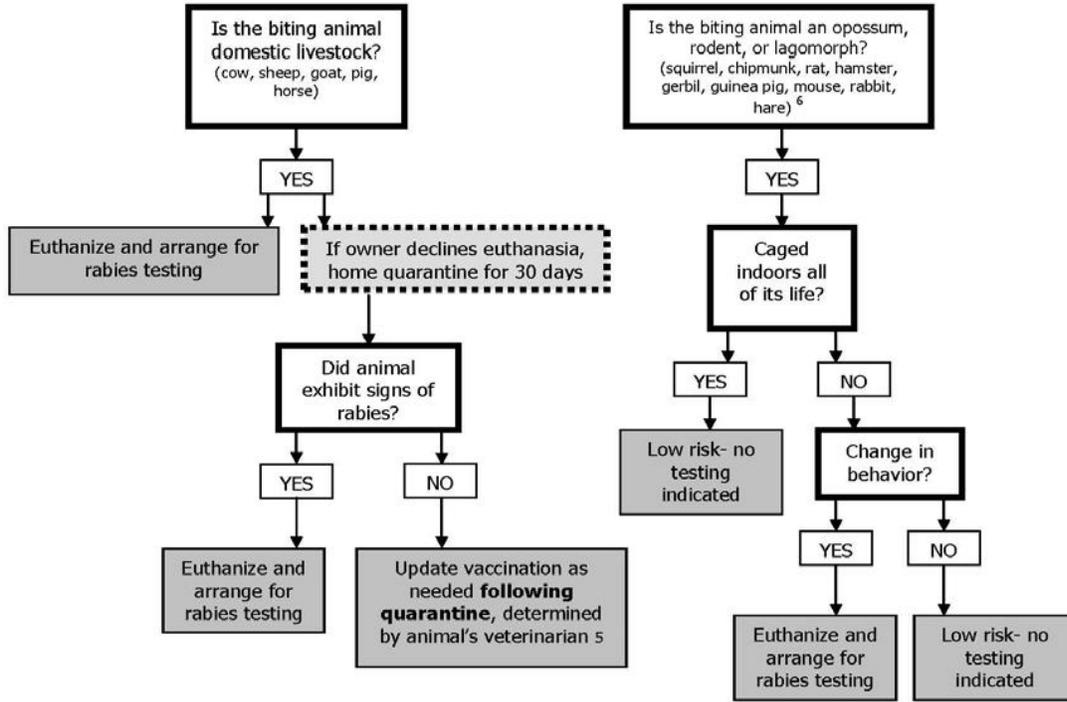
**DATE:**

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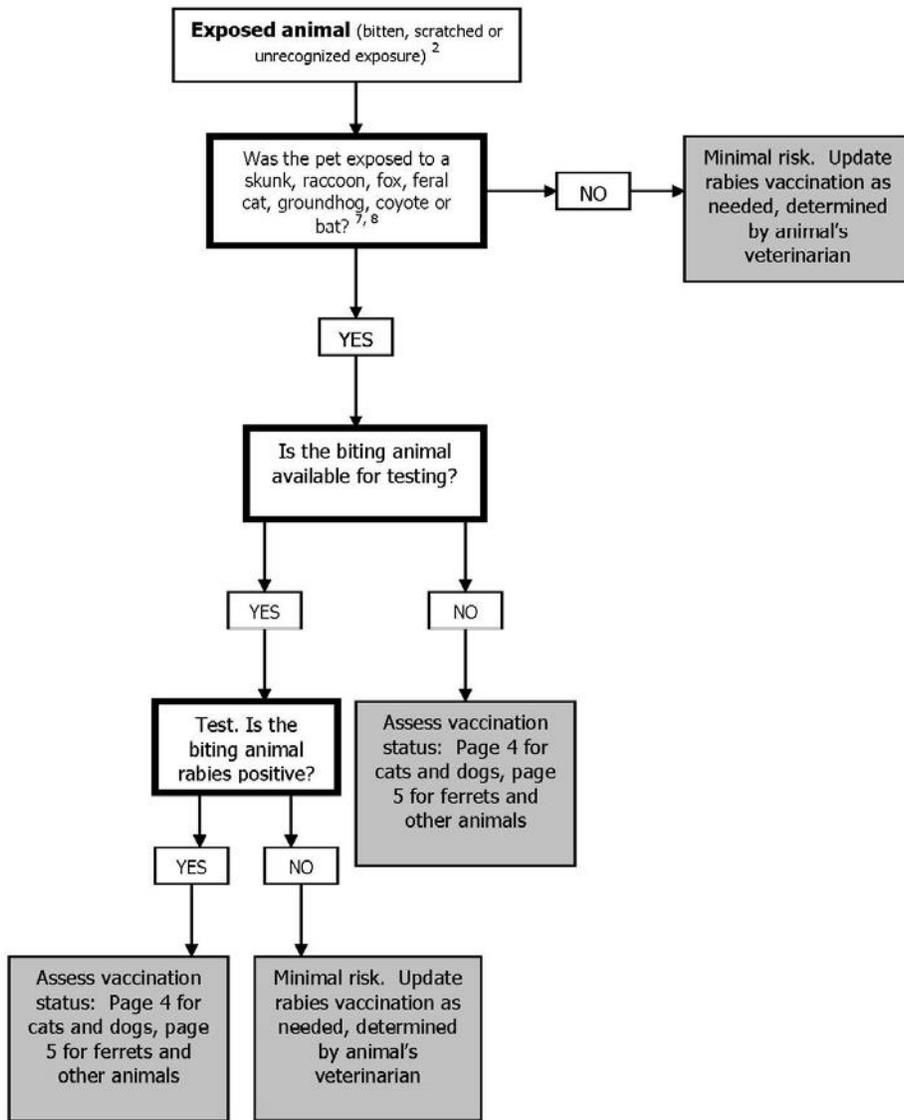
### Attachment J Rabies Algorithm



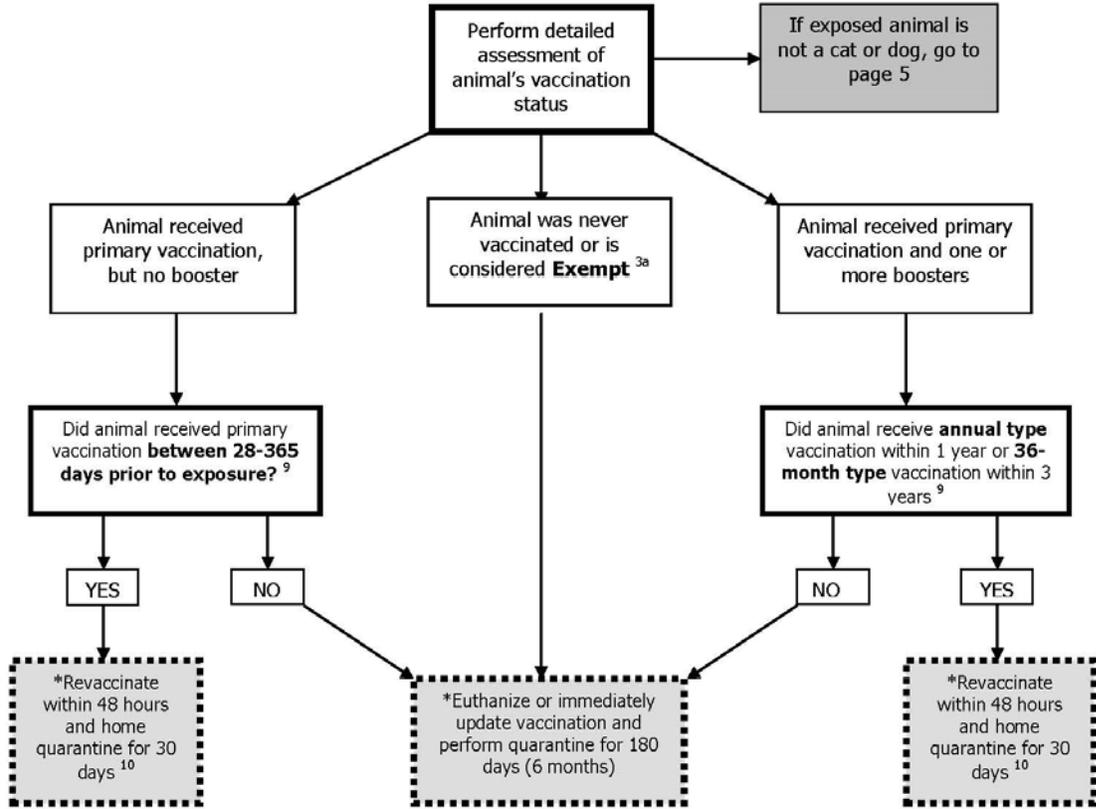
**QUARANTINE ALGORITHM FOR BITING DOMESTIC MAMMALS**



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

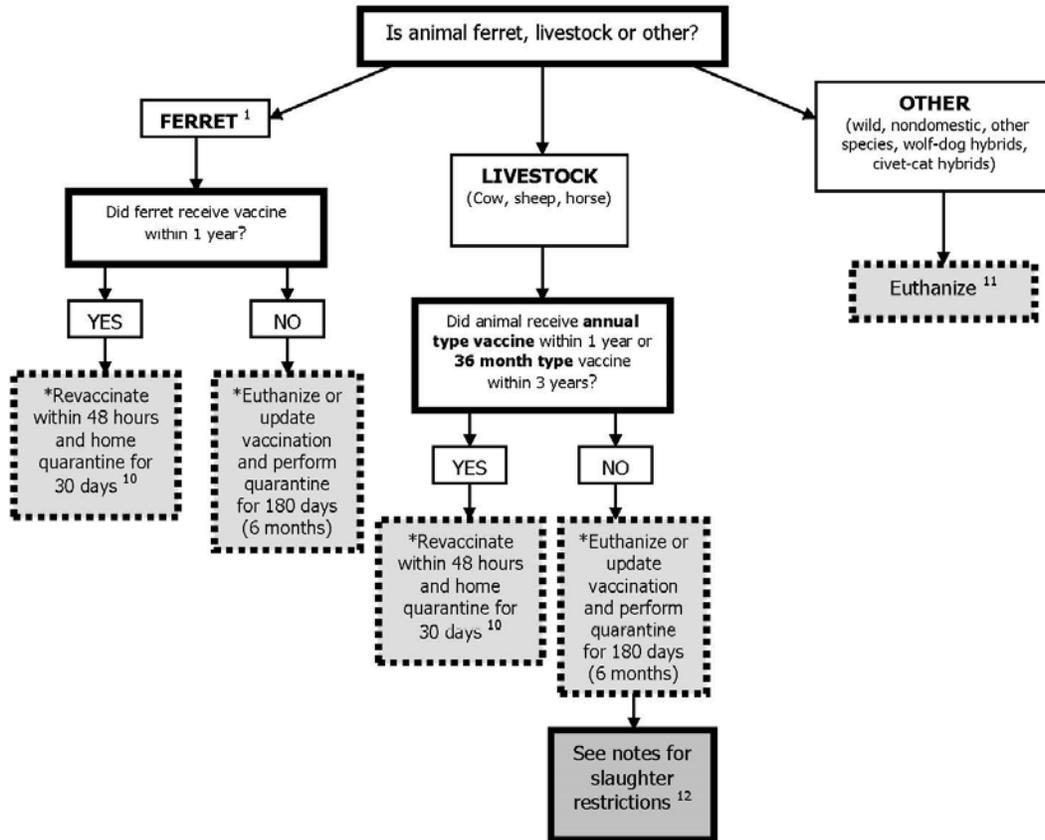


**QUARANTINE ALGORITHM FOR EXPOSED DOMESTIC MAMMALS – CATS AND DOGS**



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

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

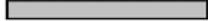


**\*If animal displays signs of rabies – euthanize and test for rabies. The animal’s veterinarian or a shelter veterinarian should perform any vaccination.**

**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            |

**Attachment K**  
**Animal Shelter Facility Use and Maintenance Agreement**



**Animal Shelter Facility  
Use and Maintenance Agreement**

Between

The County of San Mateo as "County"

and

Peninsula Humane Society & SPCA as "Contractor"

for

The Animal Shelter Facility

12 Airport Blvd, San Mateo CA 94401

## Section I. General Provisions

- A.** The purpose of this Animal Shelter Facility Maintenance Agreement ("Agreement") is to set forth the roles and responsibilities of the County of San Mateo (hereinafter "County," which includes employees, officers, and authorized representatives), acting through its San Mateo County Health Division of Public Health Policy & Planning ("PHPP"), and the County Public Works Department Facilities Maintenance, Operations and Building Services ("Facilities Services"); and the Peninsula Humane Society & SPCA (hereinafter "Contractor," which includes employees, officers, and authorized representatives) for Contractor's use, operation and management of the Animal Shelter Facility, located at 12 Airport Boulevard, in the incorporated area of the City of San Mateo, California ("Shelter").
- B.** The parties understand and agree that Contractor's use of the County-owned Shelter is pursuant to and contingent upon an active Service Agreement between Contractor and County for Contractor's animal control services to the County ("Animal Control Services Agreement"). Contractor may use and occupy the Shelter only for the purpose of providing animal control and sheltering services to the County and cities as set forth in the Animal Control Services Agreement and any additional activities as mutually agreed to by Parties. This Agreement shall terminate concurrently with the Animal Control Services Agreement.

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

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

- C.** This Agreement shall be in effect from the date last signed below and run concurrent with the Animal Services Agreement and any fully executed extensions. Upon termination of this Agreement, Contractor shall vacate the Shelter on the date of termination and return it to County in good condition, excepting normal wear and tear. Any damage to the Shelter caused by the negligent or intentional acts of Contractor shall be promptly repaired by Contractor at its sole expense and not out of Contract funds or other County funds.
- D.** The County acknowledges and agrees that the entirety of fees and costs related to Contractor's operation of the Shelter, and/or performance of this Agreement, shall be funded solely from the Contract Funds provided to Contractor from County under the

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

**E. Indemnification and Insurance**

**1. Hold Harmless & Indemnification**

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

or any other loss or cost, resulting from the performance or nonperformance of any activities undertaken under this Agreement, and which result from the negligent or intentional acts or omissions of the County, its officers or employees. This obligation shall survive the termination of this Agreement.

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

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

## **2. Property Damage Coverage**

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

## **3. Liability Insurance**

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

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

County of San Mateo  
Attn: Animal Services  
225 37th Ave.  
San Mateo CA. 94403

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

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

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

**5. Miscellaneous Insurance Provisions**

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

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

**6. Certificate of Insurance**

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

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

## 7. Force Majeure

- (i) Neither party is responsible for any failure to perform or delay In performing its obligations under this contract, to the extent it is prevented or delayed in performing those obligations by an event of force majeure.
- (ii) Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this contract must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party In performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfil its or their obligations under the contract.
- (iii) Upon completion of the event of force majeure the party affected must as soon as reasonably practicable recommence the performance of its obligations under this contract. Where the party affected is the contractor, the contractor must provide, within 15 business day, a schedule for managing the Contractor's obligations under this Agreement to minimize the effects of the prevention or delay caused by the event of force majeure.
- (iv) An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.
- (v) Definition. An event of force majeure is an event or circumstance which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent, and includes but is not limited to such matters as:
  - a) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not) acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority;
  - b) ionizing radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
  - c) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
  - d) earthquakes, flood, fire or other physical natural disaster, but excluding weather conditions regardless of severity;
  - e) regional health emergency due to government health advisory(ies); and

- f) strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the works but excluding any industrial dispute which is specific to the performance of the works or this contract.
- g) Increased costs incurred by Contractor in the provision of services under this Agreement, shall not in itself be considered an event of force majeure even if such increased costs are the result of such an event.

## Section II. Contract Information

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

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

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

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

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

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

## Section III. Baseline Services

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

### A. General Shelter Facility

#### 1. **Preventive Maintenance and Routine Repairs**

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

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

notice of the intended inspection, which notice may be provided by email.

**2. Contractor Obligation to Notify of Needed Repairs or Maintenance**

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

**3. Emergency Repairs**

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

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

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

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

an emergency repair as outlined in this subsection, unless caused by the intentional or negligent acts or omissions of Contractor, or its vendors, in which case Contractor shall be responsible for these expenses not using Contract Funds.

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

**5. Utilities**

- (i) Contractor is responsible for furnishing and paying for all utilities for the Shelter, including gas, water, electricity, sewer, telephone/internet and garbage service. All utility services shall be paid from the provided Contract Funds.
- (ii) Contractor shall maintain all records pertaining to all repair, replacement, maintenance utility and other services provided under this Agreement for a period of four years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by the County, a Federal grantor agency, and the State of California.

**6. Signage**

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

**7. Pest Control**

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

**8. Disaster Response**

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

**9. Skilled Craft Services****i. Carpentry**

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

**ii. Lock Work**

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

**10. Grounds Services****i. Landscaping**

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

**11. Custodial and Janitorial Services**

Contractor shall maintain all interior and exterior areas of the Shelter and grounds in a clean and sanitary condition. Contractor may provide this service through its staff or shall retain a reputable vendor to provide janitorial and custodial services at a reasonable cost and as needed to fulfill its responsibility to maintain the Shelter in a clean and sanitary condition.

Facilities Services will provide no Custodial or Janitorial for the shelter.

## Section IV. Additional Services

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

### A. Carpentry

New:

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

Building and/or custom fabrication:

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

### B. Electrical

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

### C. Lock Work

- Lock drilling (when keys are lost or locked inside, contact FM&O)

- New installation (result of new construction or remodeling)

**D. Other**

- Directional signs for departmental areas
- General construction site cleanup

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

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

## Section V. Excluded Services

### A. This Agreement does not include any of the following which will be Contractor responsibility:

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

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

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

## Section VI. Additional Responsibilities

### A. Facilities Services Responsibilities

1. **For routine maintenance of systems, Facilities Services will**
  - (i) Provide the Contractor with advance schedule to the extent practicable
  - (ii) Provide Contractor no less than 24 hours' notice when that maintenance is to occur (allowing Contractor to weigh in as to whether or not the scheduled maintenance will interfere with operation and if it will interfere Contractor will give alternate dates within a reasonable time frame when the repair/service can be completed.)
  - (iii) Provide Contractor with acknowledgement that the service has in fact occurred and any unusual findings related to that service. This notification will be done by a service request confirmation.
  
2. **For other than routine scheduled maintenance**
  - (i) Contractor will notify Facilities Services of needed repair/service without delay via phone, fax, or email to the DPW call center. Contractor shall be responsible for any damage to the Shelter, its contents or any person caused by its failure to timely notify the County of needed emergency repairs of conditions that threaten the structure or its contents or the health or safety of occupants or the public.
  - (ii) Facilities Services will notify Contractor within 24 hours of its anticipated investigation of requested repair (if the matter is something that can be addressed at the time of investigation, Facilities Services to adhere to steps which follow):
    - a) Notify the Contractor's Maintenance Coordinator at least 24 hours in advance of any scheduled maintenance activity that may affect the Contractor's normal working operation (noise, dust, odors, interruption of water or electrical service, etc.).
    - b) Facilities Services to notify contractor of findings of the investigation and its plan to address (and except for the case of emergency repairs, allowing Contractor to weigh in if the scheduled repairs will interfere with its operation)
    - c) Critical or emergent work will be completed at time of investigation.
    - d) Facilities Services to notify Contractor promptly upon completion of the repair. Notification will be given by service request confirmation of close out.
    - e) Contractor will notify Facilities Services of its review of the repair once completed.
    - f) All communication between Contractor and Facilities Services will be copied to PHPP.
    - g) Facilities Services will leave the work areas safe and clean of any debris caused by the repairs upon completion of the task.

- h) Facilities Services and Contractor will comply with all state and federal laws and regulations regarding the handling and disposal of materials and waste products associated with the normal operations of the facility or its maintenance that could impact public safety and the environment.
- i) Facilities Services will research and/or recommend special materials, devices, or services if it deems this appropriate and if desired by Contractor
- j) Facilities Services will make appropriate referrals as It deems necessary or appropriate for work outside the scope of baseline maintenance services
- k) Facilities Services will coordinate with Risk Management, Environmental Health, Sheriff's Office, local fire departments, and/or other regulatory and health and safety agencies as it deems necessary for issues related to building safety and inspection.

**B. Contractor is to:**

1. Designate a Maintenance Coordinator(s) to be the primary point of contact for Facilities Services Issues.
2. Provide accurate and full details of services requested
3. Report mechanical malfunctions or other needed repairs to Facilities Services promptly and complete necessary services request form(s).
4. Encourage all employees to be energy conscious. It's good for the environment as well as keeping your costs down.

**C.** The parties acknowledge that County will be making an inventory and tagging all equipment and vehicles that are County owned or purchased using any Contract Funds. Contractor agrees to use best efforts to assist and cooperate with County in making its inventory of equipment and vehicles which are owned by County in whole or in part. As part of this effort to assist the County in making its inventory, Contractor shall maintain and provide to County, within thirty days of signing this Agreement, a current inventory of all equipment previously paid for with non-Contract Funds owned by Contractor or paid for in part with non- Contract Funds, used at the shelter and having a current fair market value of \$1,000 or more.

**D.** In event of termination or expiration of this Agreement, the County shall have the option to purchase any equipment or vehicle that has been paid for in part out of non-County Funds by paying to Contractor the depreciated value of Contractor's share of the equipment. In the event County opts not to purchase this equipment or vehicle, Contractor shall pay to County the depreciated value of its share of the equipment or vehicle.

## Section VII. Service Level Costs

### A. Invoicing/payment of Facilities Maintenance Work

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

### B. Additional services:

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

## **Section VIII. Billing Procedures and Tracking Information**

### **A. Tracking Information**

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

### **B. Building Manuals, Drawings, Training**

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

**THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.**

**For Peninsula Humane Society & SPCA:**

|  |                        |                   |
|--|------------------------|-------------------|
| DocuSigned by:<br><i>Anthony Tansimore</i><br>AF55FF92D70C4C3... | 5/3/2021   9:31 AM PDT | Anthony Tansimore |
| Contractor Signature   | Date                   | President         |

**For County:**

|   |                         |   |
|---|-------------------------|---|
| DocuSigned by:<br><i>Cassius Lockett</i><br>3A092BBEB5EC42E...  | 5/3/2021   12:33 PM PDT | Cassius Lockett, PhD.   |
| Purchasing Agent Signature<br>(Department Head or<br><b>Authorized</b> Designee)<br>County of San Mateo | Date                    | Director of Public Health, Policy and Planning<br>County of San Mateo |

|   |                        |  |
|---|------------------------|--|
| DocuSigned by:<br><i>Kevin Sporer</i><br>4673E02C362D494...   | 5/3/2021   2:17 PM PDT | Kevin Sporer<br>Facilities Deputy Director                         |
| Purchasing Agent Signature<br>(Department Head or<br><b>Authorized</b> Designee)<br>County of San Mateo | Date                   | Gary Behrens<br>Facilities Services Manager<br>County of San Mateo |

**Attachment L**  
**Peninsula Humane Society Holidays**

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Easter
- Memorial Day
- July 4<sup>th</sup>
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

**Attachment M**  
**County-Owned Radio Equipment**

- 4 - Motorola APX 7000 Handheld Radios
- 17 - Motorola APX 4000 Handheld Radios
- 1 - Motorola MCD 5000 Deskset
- 1 - Motorola APX 7500 Radio installed in vehicle
- 13 - Motorola APX 6500 Radios installed in vehicles
- 1 - Antenna mounted on roof of County Shelter

Resolution No. 076668

**Agreement No.** \_\_\_\_\_

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PETDATA, INC.**

This Agreement is entered into this Fourth day of June, 2019, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and PETDATA, INC., hereinafter called "Contractor."

\* \* \*

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of San Mateo County Health- Public Health, Policy & Planning.

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

**1. Exhibits and Attachments**

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

Exhibit A—Services

Exhibit B—Payments and Rates

Attachment I—§ 504 Compliance

**Services to be performed by Contractor**

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

**2. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed SIX HUNDRED-THIRTEEN THOUSAND NINE HUNDRED AND FORTY FIVE DOLLARS (\$613,945). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**3. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2019, through June 30, 2022.

**4. Termination**

This Agreement may be terminated by Contractor or by the Director of Public Health, Policy and Planning or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance

written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

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

#### **5. Contract Materials**

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

#### **6. Relationship of Parties**

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

#### **7. Hold Harmless**

##### **a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

## **8. Assignability and Subcontracting**

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

## **9. Insurance**

### **a. General Requirements**

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

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

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

### **c. Liability Insurance**

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

Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability... \$1,000,000

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

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

#### **10. Compliance With Laws**

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

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

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

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

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

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

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

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

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

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

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

**e. Discrimination Against Individuals with Disabilities**

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

**f. History of Discrimination**

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

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

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

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

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

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

#### **h. Compliance with Living Wage Ordinance**

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

#### **12. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

#### **13. Retention of Records; Right to Monitor and Audit**

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

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

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

#### **14. Merger Clause; Amendments**

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

#### **15. Controlling Law; Venue**

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

#### **16. Notices**

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

In the case of County, to:

|             |   |
|-------------|---|
| Name/Title: | Cassius Lockett, Director of Public Health, Policy and Planning |
| Address:    | 225-37 <sup>th</sup> Avenue, Room 178<br>San Mateo, CA 94403    |
| Telephone:  | 650.573.2532  |
| Facsimile:  | 650.573.2788  |
| Email:      | <a href="mailto:clockett@smcgov.org">clockett@smcgov.org</a>    |

In the case of Contractor, to:

Name/Title: President, PetData, Inc.  
Address: 8585 N Stemmons Fwy, Suite 1100-N  
Dallas, TX 75247

Telephone: 214.821.3100 x515  
Facsimile: 214.821.3106  
Email: [crichey@petdata.com](mailto:crichey@petdata.com)

**17. Electronic Signature**

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

**18. Payment of Permits/Licenses**

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

\* \* \*

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

For Contractor: PETDATA, INC.

Christopher A. Richey      April 12, 2019      Christopher A. Richey  
Contractor Signature      Date      Contractor Name (please print)

---

COUNTY OF SAN MATEO

By: Carole Groom  
President, Board of Supervisors, San Mateo County

Resolution No. 076668

Date: 6/4/19

ATTEST: Phil Allegro  
By:  
Clerk of Said Board

### Exhibit A

In consideration of the payments set forth in Exhibit B and with a focus on increasing licensing and vaccination compliance throughout the County of San Mateo, Contractor shall provide the following services:

A. Management of the daily operations for animal licensing including:

1. Data Entry & Processing
  - a. Process correspondence from pet owners including, but not limited to, issuing tags.
  - b. Work in partnership with the County on an approved template to provide timely billing and renewal notices to pet owners, with at least one billing to both new and renewals to be printed on an 8.5x11 sheet of paper with a return envelope enclosed. In addition, at least one of the notices will provide pet owner with the date in which the late fee became due.
  - c. Provide data entry of both new and renewal licenses and vaccination information.
  - d. Implement procedures for verification of information submitted.
  - e. Ensure complete, unduplicated, and accurate information.
  - f. Process, collect, and provide receipts for animal licensing fees.
  - g. Provide licensing and vaccination data for a weekly transfer of data from the Contractor's database into County's proprietary database.
  - h. Provide customer service including communication with citizens, veterinarians, and designated County staff.
  
2. Veterinarians & Other Authorized Registrars
  - a. Process license sales and vaccination reports from other sources (i.e. the local animal shelter, veterinary clinics, pet stores, etc.)
  - b. Assist County staff to ensure reasonable quantities of on-site of basic supplies (reporting forms, citizen mailing envelopes, etc.) necessary to sell license tags and/or report information on citizens vaccinating their animals against rabies.
  
3. Animal License Tags
  - a. Process and mail county-provided license tags within a maximum of 10 business days, with a turnaround goal of 5 business days, after receipt of payment and completed information as required by the local ordinance.
  - b. Issue county-provided replacement tags to pet owners whose license tags have been lost, stolen, or damaged.
  
4. Electronic Payments & Banking
  - a. Provide the ability for pet owners to pay through the Contractor's Merchant Service Provider.
  - b. Provide on-line customer service via the Contractor's website to allow pet owners to make license payments or donations.
  - c. Deposit all receipts collected for licensing into a bank account set up solely for the purpose of managing County animal licensing funds.
    - i. Make daily deposits and transmit verification of said deposits to designated County staff by the tenth of the following month.
    - ii. Collect and report electronic and charge card payments and transmit verification of said deposits to designated County staff by the tenth of the following month.
    - iii. Send all funds collected and deposited on behalf of the County via a monthly wire transfer by the tenth of the following month.

- d. Accept license fees from licensees via the following forms of payment at a minimum: check, money order, debit or ATM Card, or credit cards.
    - i. Charges to Licensee for on-line payments:  
Cost Recovery Processing Fees in the amount of \$2.00 per on-line transaction to be charged to licensee\*. Note: Contractor shall use their own designated Merchant Service Provider to conduct all credit card transactions and shall retain the Cost Recovery Processing Fees collected.  
*\* More than one pet can be licensed per on-line transaction and pet owner will be charged a single fee for the on-line transaction.*
5. Communication & Access
- a. Provide timely responses to and communication with citizens, County designees, and Animal Control and Licensing Program representatives including Animal Control Officers.
  - b. Provide a customized San Mateo County toll-free number and answering service.
  - c. Provide 24/7 access to Contractor's database by County, Emergency Dispatch, and any other authorized Division personnel, including login.
  - d. Communicate to pet owners on the status of their pet's license status including annual billing.
6. Reporting
- a. Provide monthly report of animals licensed to the County.
  - b. Provide statistical reports as requested by the County.
  - c. Provide monthly report of all veterinarians who are delinquent in submitting their monthly vaccination without license (VWL) reports.
  - d. Provide monthly lists of delinquent licenses upon requested by County.
  - e. Provide customized reports as requested by County.
  - f. Provide public record information as requested by County.
7. Additional Services
- a. Work in partnership with County staff:
    - i. To ensure all licensing information, both complete and incomplete records, are imported into Contractor's database on a weekly basis.
    - ii. To develop a process that will allow/entice veterinarians to sell licenses at their County location.
- B. Contractor agrees that the animal licensing information belongs to the County and will never sell, transfer, or release personal data to a third party.
- C. With the exception of the license tags and/or customized inserts, Contractor agrees to cover the cost of all animal licensing supplies needed for daily operation.
- D. Contractor agrees to comply with California state and local laws governing animal licensing.
- E. Contractor will back up all databases twice during the working day.
- F. During regular business hours, Contractor will assist with countywide efforts to reunite pets with their owners during a natural disaster.

County agrees to provide the following to Contractor:

- A. Access to County's animal control database to allow import of data into Contractor's database.

- B. Licensing tags and customized inserts to Contractor's on-site location for disbursement.
- C. Any licensing fees collected by County: such fees will be retained by County, and a record of fees collected along with any supporting documents will be forwarded to the Contractor for processing no later than the 5th calendar day of the following month.
- D. Any licensing fees collected by Contractors of the County: such fees and any supporting documents will be forwarded to the Contractor for processing with the exception of cash. Cash will be deposited into County's bank account directly by County staff.

### Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

A. Fixed Fees:

One-year license: \$4.28 per license

Multi-year license: \$4.28 for the first year and \$2.00 for each additional year

Late fees collected: \$2.50 collection service fee for each license

Replacement tags: \$4.28 per tag

Service animals (e.g. seeing-eye dogs, hearing dogs, etc.): No fee for any license or tag issued

Fixed fees shall be payable to Contractor for all licenses processed during the term of this Agreement, regardless of whether they are processed by Contractor, County personnel, or a County contractor.

Fixed fees shall not be charged until the license is issued. Data entry of rabies vaccination certificates and incomplete licenses, which may or may not result in a license, are included at no extra charge.

An agreed upon method to follow-up with pet owners who did not respond to a prior notice is included at no additional charge.

- B. In any event, the maximum amount the County shall be obligated to pay for services rendered under this Agreement shall not exceed SIX HUNDRED-THIRTEEN THOUSAND NINE HUNDRED AND FORTY FIVE DOLLARS (\$613,945.00) (Included are bank fees) for the Agreement term.

- C. Payment by County to Contractor shall be monthly and made electronically by the County should the required paperwork be completely by Contractor. Contractor shall bill County on or before the tenth (10<sup>th</sup>) working day of each month for the prior month. The invoice shall include a summary of services and charges for the month of service. In addition, Contractor shall provide back-up to the invoice. Such back-up shall be in the form of a monthly report of the animals licensed.

Contractor will provide available bank statements within five business days if requested by County.

D. Additional Service Fees

Contractor shall invoice County for any bank deposit and supply fees outside the scope of this Agreement.

County will reimburse Contractor for bank fees upon verification of such, including:

1. Actual bank fees charged to Contractor as a result of Contractor maintaining the bank account for the purpose of providing services outlined in this contract. This amount, in and of itself, is included in the total contract amount and will not exceed SEVEN THOUSAND AND FIFTY DOLLARS (\$7,050.00) (included in the contracted costs) without prior authorization from designated County staff.
2. Non-sufficient fee charge charged to Contractor. Contractor will make every attempt to collect bank fees from pet owners and will reimburse County upon collection of said fee.

Contractor shall invoice County on a monthly basis for the actual cost of the bank account maintained for the purpose of this contract.

- E. At the discretion of the Director of Public Health, Policy & Planning or designee, an annual conference call may be scheduled between the Contractor and County. Contractor's time and/or related expenses are not billable.
- F. At the discretion of the Director of Public Health, Policy & Planning or designee, a meeting at the County's location may be scheduled between the Contractor and County once during the term of this contract. Contractor's travel time to and from the County and/or related expenses are not billable.
- G. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
- H. In the event this Agreement is terminated prior to June 30, 2022, Contractor shall be paid for services already provided pursuant to this Agreement.
- I. In the event this Agreement is extended or renewed after June 30, 2022 and the County does not issue a Request for Proposal, Contractor agrees to continue the fixed fees as shown below:

One-year license: \$4.28 per license

Multi-year license: \$4.28 for the first year and \$2.00 for each additional year

Late fees collected: \$2.50 collection service fee for each license

Replacement tags: \$4.28 per tag

Service animals (e.g. seeing-eye dogs, hearing dogs, etc.): No fee for any license or tag issued

July 7, 2020

Robert Barron, Finance Director  
91 Ashfield Road  
Atherton, CA 94027

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

Dear Robert,

On or about September 9, 2014, the municipalities within San Mateo County entered into an agreement (“the 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.

On March 6, 2020, construction of the new animal shelter building was completed, and certificate of occupancy was issued. The old shelter building was demolished shortly thereafter, and final project completion (with exception of photovoltaic installment) is slated for approximately July 30, 2020. Final project costs are reasonably determinable and anticipated to be approximately \$28,300,000. The municipalities’ final shared responsibility is anticipated to be \$25,700,000 or \$856,758 annually. The County will not seek reimbursement for \$2,600,000 in project costs comprised of an upgraded heating ventilation air conditioning (\$600,000), a photovoltaic system (\$1,200,000), miscellaneous site improvements related to landscaping, fencing, and parking (\$530,000), and relocation of a City of Burlingame water line (\$270,000).

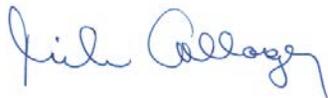
The final column of Attachment B to this letter sets forth each municipalities’ final annual lease amount, as calculated in the manner proscribed by the Agreement. Final costs exceed the June 2018 estimate by approximately 3%. This marginal increase is a result of escalated regional construction costs and unforeseen circumstances encountered during construction, including requirements for ongoing air-quality monitoring, soil remediation and treatment, fire safety system modifications, PG&E delays, and necessary and reasonable end-user logistical design modifications. The County of San Mateo has worked diligently and successfully to minimize these additional costs while delivering a high-quality facility that will stand the test of time.



Though we had to cancel the ribbon-cutting for the facility due to the pandemic, we look forward to holding, at the appropriate time, a reception to celebrate our successful regional collaboration. In lieu of an in-person tour, we've enclosed photographs of the exterior of the new facility and site. Pursuant to paragraph 3 of the Agreement, annual payments to County to reimburse for costs of construction shall become due on the initial July 1st after a certificate of occupancy is issued for the new shelter, and each subsequent July 1st for the next 29 years thereafter. Please find enclosed the invoice and payment instructions for the initial lease payment for your municipality.

Should you have any project questions, please contact Director Adam Ely of the Project Development Unit at 650.722.8112. Should you have any payment questions, please contact Robert Manchia at 650.363.4597.

Sincerely,



Mike Callagy  
San Mateo County, County Manager

Enclosures: Resolution 073369, Final Attachment B, Invoice July 2020



**ATTACHMENT A****MEMORANDUM OF AGREEMENT**

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

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

**RECITALS**

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

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Construction Cost Allocation Methodology:** The Parties agree that construction costs for the new Animal Care Shelter facility shall be allocated among the Parties based on the formula set forth in Exhibit A to this Agreement, which is incorporated herein by reference. This formula reflects each Party's actual use of the existing Animal Care Shelter facility in 2009, 2010, and 2011 as a percentage of all Parties' total use of the facility, as well as each Party's total population as of 2010, as a percentage of the County's total population as of that date. The formula is weighted 80% to a City's average facility use over the three years preceding the year in question and 20% to population. The Parties agree that each year, the County shall recalculate three year average facility usage for each City and that Exhibit A (and each Party's prospective Lease Payment obligations, as described in Section 3 of this Agreement) shall be amended to reflect such recalculations. The Parties further agree that the County shall, upon request of a City, promptly provide the requesting City with copies of the data and documents used to calculate each City's facilities usage.

2. **County Advancing Construction Costs:** The Parties agree that the County shall advance, on an interest free basis, all funds required to pay the construction costs for the new Animal Care Shelter facility. For purposes of this Agreement, "construction costs" include all expenses for architectural and inspector services, project management service, environmental review, planning and building fees and costs, and actual contractor construction services. The Parties understand and agree that construction costs for the Animal Care Shelter facility are anticipated at this time to be twenty million two hundred thousand dollars (\$20,200,000). The Parties will be provided with further information regarding the construction costs for the Animal Care Shelter facility within a reasonable period of time after such information becomes available or prior to the Certificate of Occupancy being issued. The Parties agree that if the County receives information indicating that the construction costs for the Animal Care Shelter facility will exceed \$20,200,000 by 10% or more, the County shall provide notice to each City of the revised estimated construction costs within a reasonable period of time before such additional construction costs are incurred. The Parties further agree that the County shall, upon request of a City, promptly confer with such City or Cities regarding the additional construction costs and any means by which such additional construction costs may be minimized.

3. **Parties' Payment of Proportional Share of Construction Costs:** Each Party agrees that, during the term of this Agreement for as long as the new Animal Care Shelter facility is occupied and used for animal care shelter purposes, the Party shall pay the County an annual Lease Payment beginning on the first July 1<sup>st</sup> after a certificate of occupancy is issued for the new Animal Care Shelter facility, and on each subsequent July 1<sup>st</sup> for the next twenty nine years thereafter. Each Party's Lease Payment shall be equal to the Party's proportional share of the construction cost of the new Animal Care Shelter facility amortized on a straight line basis over thirty years, as set

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

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

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

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

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

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

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

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

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

To City:

To County:

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

Dated: September 9, 2014



Clerk of the Board

COUNTY OF SAN MATEO



Resolution #073369

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      | 3 YR AVG of Shelter Use | POPULATION | % of Total | \$20,200,000                      | Overall Total                    | Overall Total                          |
|-------------------------|------------------|------------------|------------------|-------------------------|------------|------------|-----------------------------------|----------------------------------|--|
|                         |                  |                  |                  |                         |            |            |                                   | \$26,600,000                     | \$28,300,000                           |
| Calendar Year           |                  |                  |                  |                         |            |            |                                   | \$856,758                        | EST FINAL ANNUAL LEASE AMT (July 2020) |
|                         | Yr 1 2009 Actual | Yr 2 2010 Actual | Yr 3 2011 Actual |                         |            |            | EST ANNUAL LEASE AMT (Sept. 2014) | EST ANNUAL LEASE AMT (July 2018) |  |
| Atherton                | 1.12%            | 1.00%            | 0.36%            | 0.83%                   | 6,914      | 1.0%       | \$5,749                           | \$7,059                          | \$7,173                                |
| Belmont                 | 3.26%            | 3.54%            | 2.65%            | 3.15%                   | 25,835     | 3.6%       | \$21,811                          | \$26,780                         | \$27,212                               |
| Brisbane                | 0.99%            | 0.99%            | 0.71%            | 0.90%                   | 4,282      | 0.6%       | \$5,633                           | \$6,916                          | \$7,028                                |
| Burlingame              | 3.51%            | 3.48%            | 3.20%            | 3.40%                   | 28,806     | 4.0%       | \$23,696                          | \$29,095                         | \$29,565                               |
| Colma                   | 0.61%            | 0.98%            | 0.60%            | 0.73%                   | 1,792      | 2.0%       | \$4,268                           | \$5,241                          | \$5,325                                |
| Daly City               | 8.52%            | 9.57%            | 10.16%           | 9.42%                   | 101,123    | 14.1%      | \$69,679                          | \$85,556                         | \$86,936                               |
| East Palo Alto          | 6.61%            | 6.75%            | 8.44%            | 7.27%                   | 28,155     | 3.9%       | \$44,420                          | \$54,542                         | \$55,422                               |
| Foster City             | 2.82%            | 2.39%            | 1.93%            | 2.38%                   | 30,567     | 4.3%       | \$18,550                          | \$22,776                         | \$23,144                               |
| Half Moon Bay           | 5.21%            | 5.04%            | 2.47%            | 4%                      | 11,324     | 1.6%       | \$24,962                          | \$30,650                         | \$31,144                               |
| Hillsborough            | 1.59%            | 1.29%            | 1.14%            | 1.34%                   | 10,825     | 1.5%       | \$9,247                           | \$11,354                         | \$11,537                               |
| Menlo Park              | 4.90%            | 4.95%            | 4.50%            | 4.78%                   | 32,026     | 4.5%       | \$31,769                          | \$39,008                         | \$39,637                               |
| Millbrae                | 1.90%            | 1.99%            | 1.98%            | 1.96%                   | 21,532     | 3.0%       | \$14,576                          | \$17,897                         | \$18,186                               |
| Pacifica                | 5.72%            | 6.38%            | 4.78%            | 5.63%                   | 37,234     | 52.0%      | \$37,288                          | \$45,784                         | \$46,523                               |
| Portola Valley          | 0.90%            | 0.76%            | 0.16%            | 0.61%                   | 4,353      | 0.6%       | \$4,084                           | \$5,014                          | \$5,095                                |
| Redwood City            | 12.91%           | 13.24%           | 13.25%           | 13.13%                  | 76,815     | 10.7%      | \$85,143                          | \$104,543                        | \$106,229                              |
| San Bruno               | 5.23%            | 5.19%            | 6.86%            | 5.76%                   | 41,114     | 5.7%       | \$38,734                          | \$47,559                         | \$48,326                               |
| San Carlos              | 3.35%            | 3.45%            | 3.00%            | 3.27%                   | 28,406     | 4.0%       | \$22,921                          | \$28,143                         | \$28,597                               |
| San Mateo               | 15.82%           | 14.67%           | 17.84%           | 16.11%                  | 97,207     | 13.5%      | \$105,000                         | \$128,924                        | \$131,004                              |
| S. San Francisco        | 9.08%            | 9.34%            | 11.99%           | 10.14%                  | 63,632     | 8.9%       | \$66,530                          | \$81,689                         | \$83,007                               |
| Woodside                | 4.41%            | 1.27%            | 1.07%            | 2.25%                   | 5,287      | 0.7%       | \$13,111                          | \$16,098                         | \$16,358                               |
| County                  | 1.57%            | 3.73%            | 2.92%            | 2.74%                   | 61,222     | 8.5%       | \$26,235                          | \$32,213                         | \$32,732                               |
| HVAC +Solar Costs*      | n/a              | n/a              | n/a              | n/a                     | n/a        | n/a        | n/a                               | \$1,800,000                      | \$1,800,000                            |
| Burlingame Waterline    | n/a              | n/a              | n/a              | n/a                     | n/a        | n/a        | n/a                               | n/a                              | \$270,000                              |
| Misc. Site Improvements | n/a              | n/a              | n/a              | n/a                     | n/a        | n/a        | n/a                               | n/a                              | \$530,000                              |
| Total                   | 100.00%          | 100.00%          | 100.00%          | 100.00%                 | 718,451    | 100.00%    | \$673,405                         | \$826,843                        | \$840,179                              |

\* HVAC, Solar, and Miscellaneous site improvement costs of \$2.6 million removed from cities portion of costs and paid for by County of San Mateo. Overall total project cost is \$28.3 million.  
 Resolution #073369

## RESOLUTION NO. \_\_\_\_\_-2021

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PORTOLA VALLEY APPROVING AND AUTHORIZING EXECUTION OF THE FACILITATION AND COORDINATION OF ANIMAL CONTROL SERVICES AGREEMENT WITH THE COUNTY OF SAN MATEO**

**WHEREAS**, since 1952, the Town of Portola Valley (“Town”) along with other cities in the County of San Mateo (“County”) have contracted with the County for the facilitation of animal care and control, shelter services and animal licensing. The County in turn has contracted with Peninsula Humane Society & SPCA to provide such services; and

**WHEREAS**, the current agreement for animal control services expires on June 30, 2021 and the County performed a Request for Proposals for contract services to determine whether to proceed with the current contract services; and

**WHEREAS**, the Town Council has read and considered the new 2021 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, Milbrae, Pacifica, Portola Valley, Redwood City, San Bruno, San Carlos, San Mateo, South San Francisco, and Woodside for Facilitation and Coordination of Animal Control Services Agreement attached to the concurrent staff report as Attachment 1 (“Agreement”) in which the County agrees to facilitate provision of animal care and control, shelter services, and animal licensing services in exchange for reimbursement by the cities for the costs of such services.

**NOW, THEREFORE**, the Town Council of the Town does RESOLVE as follows:

1. The Town Council has reviewed Agreement.
2. Public interest and convenience require the Town to enter into the Agreement.
3. The Town hereby approves the Agreement, and the Mayor or Town Manager is authorized on behalf of the Town to execute the Agreement.

PASSED AND ADOPTED this 26<sup>th</sup> day of May 2021.

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

ATTEST:

\_\_\_\_\_  
Town Clerk



# TOWN OF PORTOLA VALLEY STAFF REPORT

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**TO:** Mayor and Members of the Town Council

**FROM:** Brandi de Garneau, Assistant to the Town Manager 

**DATE:** May 26, 2021

**RE:** Adoption of a Resolution Allowing a Rate Increase Under the Franchise Agreement for Collection and Processing of Mixed Compostable Materials, Recyclables and Yard Trimmings between the Town of Portola Valley and GreenWaste Recovery, Inc.

## RECOMMENDATION

Staff recommends that the Town Council adopt the attached Resolution (Attachment 1) allowing a rate increase under the franchise agreement for collection and processing of mixed compostable materials, recyclables and yard trimmings between the Town of Portola Valley and GreenWaste Recovery, Inc.

## BACKGROUND

On November 13, 2019, the Town Council adopted a Resolution approving a ten-year franchise agreement with GreenWaste Recovery, Inc. for collection and processing of mixed compostables materials, recyclables and yard trimmings. The agreement allows for an annual rate adjustment effective July 1st of each year.

Section 15.2 of the agreement states: “Contractor’s Rates to Services Recipients shall be adjusted annually to adjust for the increased or decreased cost of living, by 100% of the change in the ‘Consumer Price Index for All Urban Consumers for All Items’ for the area of San Francisco-Oakland-Hayward, CA. Rate of adjustment will be based on increases or decreases during the prior calendar year, but will apply to the following Town fiscal year (July 1 to June 30) to allow time to receive the indices, compute the necessary adjustment and have the Town Council approve the new rate prior to the billing cycle.”

## DISCUSSION

The attached indices (Attachment 2) from the Bureau of Labor Statistics provides the figures used to calculate the change in the Consumer Price Index (CPI) from 2019 to 2020, which is also outlined in the table below.

## Garbage Franchise Annual Rate Increase

| <b>Calendar Year</b> | <b>Consumer Price Index (CPI)</b> |
|----------------------|-----------------------------------|
| December 2020        | 302.948                           |
| December 2019        | 297.007                           |
| Difference           | 5.941                             |
| Percentage Change    | 2.000%                            |

Per the franchise agreement, GreenWaste is requesting their allowed rate increase of 2.00%, based upon the change in the CPI between calendar years 2019 and 2020 as calculated every year using the December CPI ( $5.941/297.007 = 4.50\%$ ). If approved by the Council, the rate increase would go into effect on July 1, 2021. The proposed (Attachment 3) and current (Attachment 4) rate schedules are provided for comparison purposes.

**FISCAL IMPACT**

None.

**ATTACHMENT**

1. Resolution
2. Consumer Price Index Calculations
3. Bureau of Labor Statistics Table
4. Proposed Rate Schedule – Exhibit “A”
5. Current Rate Schedule

**RESOLUTION NO. \_\_\_\_\_-2021**

**RESOLUTION OF THE TOWN COUNCIL OF THE  
TOWN OF PORTOLA VALLEY ALLOWING A RATE INCREASE UNDER  
THE FRANCHISE AGREEMENT FOR COLLECTION AND PROCESSING OF  
MIXED COMPOSTABLE MATERIALS, RECYCLABLES AND YARD TRIMMINGS  
BETWEEN THE TOWN OF PORTOLA VALLEY AND  
GREENWASTE RECOVERY, INC.**

WHEREAS, the Town Council of the Town of Portola Valley has entered into a franchise agreement with GreenWaste Recovery, Inc. (GreenWaste) for the provision of garbage, mixed compostables materials, recyclables and yard trimmings collection and processing services; and

WHEREAS, pursuant to the Agreement, GreenWaste is entitled to annual service rate adjustments to reflect the change in the Consumer Price Index.

NOW, THEREFORE, the Town Council of the Town does RESOLVE as follows:

1. Public interest and convenience require the Town of Portola Valley to increase the service rates by 2.0%, as set forth in Exhibit "A".
2. The Town of Portola Valley hereby approves the rate increase described in Exhibit A, attached hereto and incorporated herein, and directs the new rates be implemented for the entirety of fiscal year 2021-2022, beginning with the 1st quarter billing cycle.

PASSED AND ADOPTED this 26<sup>th</sup> day of May, 2021.

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

ATTEST:

\_\_\_\_\_  
Town Clerk

**Town of Portola Valley**  
**Annual CPI adjustment calculation**

CUURS49BSAO  
CPI for All Urban Consumers (CPI-U)  
Not Seasonally Adjusted  
All Items in San Francisco-Oakland-Hayward, CA.

|                   |                |
|-------------------|----------------|
| December 2020     | 302.948        |
| December 2019     | <u>297.007</u> |
| Difference        | 5.941          |
| Percentage change | 2.000%         |



**U.S. BUREAU OF LABOR STATISTICS**

## Databases, Tables & Calculators by Subject

**Change Output Options:**

From: 2011 ▼ To: 2021 ▼ 

include graphs  include annual averages

[More Formatting Options](#) 

Data extracted on: March 25, 2021 (2:41:47 PM)

### CPI for All Urban Consumers (CPI-U)

**Series Id:** CUURS49BSA0

Not Seasonally Adjusted

**Series Title:** All items in San Francisco-Oakland-Hayward, CA, all urban consumers, not seasonally adjusted

**Area:** San Francisco-Oakland-Hayward, CA

**Item:** All items

**Base Period:** 1982-84=100

**Download:**  [xlsx](#)

| Year        | Jan | Feb     | Mar | Apr     | May | Jun     | Jul | Aug     | Sep | Oct     | Nov | Dec     | Annual  | HALF1   | HALF2   |
|-------------|-----|---------|-----|---------|-----|---------|-----|---------|-----|---------|-----|---------|---------|---------|---------|
| <b>2011</b> |     | 229.981 |     | 234.121 |     | 233.646 |     | 234.608 |     | 235.331 |     | 234.327 | 233.390 | 232.082 | 234.698 |
| <b>2012</b> |     | 236.880 |     | 238.985 |     | 239.806 |     | 241.170 |     | 242.834 |     | 239.533 | 239.650 | 238.099 | 241.201 |
| <b>2013</b> |     | 242.677 |     | 244.675 |     | 245.935 |     | 246.072 |     | 246.617 |     | 245.711 | 245.023 | 243.894 | 246.152 |
| <b>2014</b> |     | 248.615 |     | 251.495 |     | 253.317 |     | 253.354 |     | 254.503 |     | 252.273 | 251.985 | 250.507 | 253.463 |
| <b>2015</b> |     | 254.910 |     | 257.622 |     | 259.117 |     | 259.917 |     | 261.019 |     | 260.289 | 258.572 | 256.723 | 260.421 |
| <b>2016</b> |     | 262.600 |     | 264.565 |     | 266.041 |     | 267.853 |     | 270.306 |     | 269.483 | 266.344 | 263.911 | 268.777 |
| <b>2017</b> |     | 271.626 |     | 274.589 |     | 275.304 |     | 275.893 |     | 277.570 |     | 277.414 | 274.924 | 273.306 | 276.542 |
| <b>2018</b> |     | 281.308 |     | 283.422 |     | 286.062 |     | 287.664 |     | 289.673 |     | 289.896 | 285.550 | 282.666 | 288.435 |
| <b>2019</b> |     | 291.227 |     | 294.801 |     | 295.259 |     | 295.490 |     | 298.443 |     | 297.007 | 295.004 | 293.150 | 296.859 |
| <b>2020</b> |     | 299.690 |     | 298.074 |     | 300.032 |     | 300.182 |     | 301.736 |     | 302.948 | 300.084 | 299.109 | 301.059 |
| <b>2021</b> |     | 304.387 |     |         |     |         |     |         |     |         |     |         |         |         |         |

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## Town of Portola Valley

Rates effective 7/1/2021

CPI Effective 7/1/2021

2.000%

**RESIDENTIAL COLLECTION RATES - MONTHLY RECURRING SERVICES**

| Cart Size           | BASE SERVICES* | Cart Size      | BLUE Cart Only Service | GREEN Cart Only Service |
|---------------------|----------------|----------------|------------------------|-------------------------|
| 20-Gallon GRAY Cart | \$ 27.18       | 20-Gallon Cart | n/a                    | n/a                     |
| 32-Gallon GRAY Cart | \$ 43.52       | 32-Gallon Cart | n/a                    | n/a                     |
| 64-Gallon GRAY Cart | \$ 87.01       | 64-Gallon Cart | \$ 21.75               | \$ 65.25                |
| 96-Gallon GRAY Cart | \$ 130.55      | 96-Gallon Cart | \$ 32.64               | \$ 97.91                |

\*BASE SERVICES include two (2) 96-gallon BLUE Carts and either up to three (3) GREEN Carts (CURBSIDE FULL ACCESSIBILITY) *or* up to two (2) additional GRAY Carts for no additional charge (CURBSIDE LIMITED ACCESSIBILITY or ON-PREMISES), depending on service location. GREEN Carts must be placed CURBSIDE FULL ACCESSIBILITY for Collection. BASE SERVICE Rates for Eligible Lifeline/CARE Residential Service Recipients are charged at 85% and applicable to BASE SERVICES only.

**ADDITIONAL SERVICES**

| Cart Size        | GRAY Cart (Ea.) | BLUE Cart (Ea.) | GREEN Cart (Ea.) |
|------------------|-----------------|-----------------|------------------|
| 20-Gallon Cart   | n/a             | n/a             | n/a              |
| 32-Gallon Cart   | \$ 21.76        | n/a             | n/a              |
| 64-Gallon Cart** | \$ 43.50        | n/a             | n/a              |
| 96-Gallon Cart   | \$ 65.28        | \$ 6.53         | \$ 32.64         |

\*\*Manure Service is provided in 64-gallon GRAY

No change 7/1/2020  
ON-PREMISES (DRIVE-ON Services)\*\*\*

| Distance    | DRIVE-ON Charge**** |
|-------------|---------------------|
| 11' - 100'  | \$ 33.66            |
| 101' - 200' | \$ 67.32            |
| 201' - 300' | \$ 89.76            |
| 301' - 400' | \$ 112.20           |
| 401' - 500' | \$ 134.64           |

No change 7/1/2020  
ON-PREMISE (WALK-ON Services)\*\*\*

|                 | BASE SERVICES***** |             | EXTRA CART***** |
|-----------------|--------------------|-------------|-----------------|
|                 | ≤ 3 Carts          | 4 - 5 Carts |                 |
| 11' - 25'       | \$ 44.88           | \$ 67.32    | \$ 22.44        |
| 26' - 100'      | \$ 89.76           | \$ 134.64   | \$ 44.88        |
| Each Add'l 100' | \$ 89.76           | \$ 134.64   | \$ 44.88        |

\*\*\*GREEN Carts cannot be collected CURBSIDE LIMITED ACCESSIBILITY or ON-PREMISES

\*\*\*\*Includes all GRAY Carts and BLUE Carts.

\*\*\*\*\*Includes Base Service Carts

\*\*\*\*\*Applicable for each additional GRAY or BLUE Cart

**RESIDENTIAL COLLECTION RATES - MONTHLY NON-RECURRING SERVICES****EXCESS SERVICES**

| Material Type         | Per Each Set-out | Set-out Equivalent |
|-----------------------|------------------|--------------------|
| Excess GRAY Material  | \$ 10.88         | 32-gallon          |
| Excess BLUE Material  | \$ 0.54          | 32-gallon          |
| Excess GREEN Material | \$ 2.72          | 32-gallon          |

**BULKY ITEM SERVICES**

| Service Description   | Per Item Rate |
|-----------------------|---------------|
| Bulky Item Pick-up    | \$ 51.00      |
| Bulky Item (w/ Freon) | \$ 56.10      |

**RESIDENTIAL - ADDITIONAL MISC. CHARGES**

|   |          |                                |
|---|----------|--------------------------------|
| Account RE-START Fee – Administrative Fee                                 | \$ 10.20 | Account Reinstatement Fee      |
| Cart RE-DELIVERY Fee – Delivery of Removed Cart(s)                        | \$ 30.60 | Per Vehicle Trip               |
| Cart DELIVERY/SWAP Fee – Beyond 1x Per Year                               | \$ 30.60 | Per Vehicle Trip               |
| Cart CLEANING/SWAP Fee  | \$ 30.60 | Per Vehicle Trip               |
| Cart NON-SCHEDULED Collection Go-Back/Trip Fee                            | \$ 30.60 | Per Vehicle Trip               |
| COLLECTION Fee - Excess Services  | \$ 3.06  | Per Cart                       |
| LATE Fee – Periodic monthly rate on past due balances of 30-days or more. | 1.5%     | APR of 18%, minimum \$2.00 fee |
| Residential ENCLOSURE Fee ( w/o lock)                                     | \$ 5.10  | Per Month, Per Enclosure       |
| Residential ENCLOSURE Fee (w/ lock)                                       | \$ 7.65  | Per Month, Per Enclosure       |
| Cart REPLACEMENT Fee – if damaged by customer.                            | \$ 61.20 | Per Cart                       |

**Town of Portola Valley  
Rates effective 7/1/2021**

**NON-RESIDENTIAL COLLECTION RATES - MONTHLY RECURRING SERVICES**

CPI Effective 7/1/2021

2.000%

**Non-Residential MIXED COMPOSTABLES Monthly Collection Rates**

| Container Size         | 1x/week     | 2x/week     | 3x/week     | 4x/week     | 5x/week     | 6x/week     | Additional Pick Up |
|------------------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------------|
| 32-Gallon              | \$ 46.55    | \$ 93.10    | \$ 139.64   | \$ 186.19   | \$ 232.74   | \$ 279.29   | \$ 11.64           |
| 64-Gallon              | \$ 93.07    | \$ 186.13   | \$ 279.20   | \$ 372.26   | \$ 465.33   | \$ 558.40   | \$ 23.27           |
| 96-Gallon              | \$ 139.64   | \$ 279.29   | \$ 418.93   | \$ 558.58   | \$ 698.22   | \$ 837.87   | \$ 34.91           |
| 1-Cubic Yard Bin       | \$ 206.09   | \$ 338.87   | \$ 477.54   | \$ 622.11   | \$ 772.68   | \$ 929.29   | \$ 51.52           |
| 2-Cubic Yard Bin       | \$ 296.35   | \$ 494.56   | \$ 692.72   | \$ 890.92   | \$ 1,089.10 | \$ 1,287.28 | \$ 74.08           |
| 3-Cubic Yard Bin       | \$ 395.45   | \$ 692.72   | \$ 989.97   | \$ 1,287.28 | \$ 1,584.56 | \$ 1,882.89 | \$ 98.86           |
| 4-Cubic Yard Bin       | \$ 495.80   | \$ 892.20   | \$ 1,288.48 | \$ 1,684.87 | \$ 2,081.28 | \$ 2,477.71 | \$ 123.95          |
| 6-Cubic Yard Bin       | \$ 576.69   | \$ 1,056.15 | \$ 1,542.76 | \$ 2,015.13 | \$ 2,494.61 | \$ 2,974.13 | \$ 144.18          |
| 8-Cubic Yard Bin       | \$ 744.81   | \$ 1,384.10 | \$ 2,023.49 | \$ 2,667.82 | \$ 3,302.11 | \$ 3,941.39 | \$ 186.20          |
| 2 Cubic Yard Compactor | \$ 740.87   | \$ 1,236.40 | \$ 1,731.81 | \$ 2,227.29 | \$ 2,722.74 | \$ 3,218.19 | \$ 185.22          |
| 3 Cubic Yard Compactor | \$ 988.63   | \$ 1,731.81 | \$ 2,474.94 | \$ 3,218.19 | \$ 3,961.40 | \$ 4,707.23 | \$ 247.16          |
| 4 Cubic Yard Compactor | \$ 1,239.49 | \$ 2,230.51 | \$ 3,221.20 | \$ 4,212.18 | \$ 5,203.19 | \$ 6,194.28 | \$ 309.88          |

**Non-Residential YARD TRIMMINGS Monthly Collection Rates**

| Container Size   | 1x/week   | 2x/week   | 3x/week   | 4x/week   | 5x/week   | 6x/week   | Additional Pick Up |
|------------------|-----------|-----------|-----------|-----------|-----------|-----------|--------------------|
| 96-Gallon        | \$ 69.82  | \$ 139.64 | \$ 209.47 | \$ 279.29 | \$ 349.11 | \$ 418.93 | \$ 17.45           |
| 2-Cubic Yard Bin | \$ 148.17 | \$ 247.28 | \$ 346.36 | \$ 445.46 | \$ 544.55 | \$ 643.64 | \$ 37.05           |

**Non-Residential PUSH/PULL Monthly Collection Rates**

| Push/Pull Distance       | 1x/week  | 2x/week  | 3x/week   | 4x/week   | 5x/week   | 6x/week   | Additional Pick Up |
|--------------------------|----------|----------|-----------|-----------|-----------|-----------|--------------------|
| Per Cart (10' - 25')     | \$ 15.30 | \$ 30.60 | \$ 45.90  | \$ 61.20  | \$ 76.50  | \$ 91.80  | \$ 3.83            |
| Per Cart (Ea. Add'l 25') | \$ 10.20 | \$ 20.40 | \$ 30.60  | \$ 40.80  | \$ 51.00  | \$ 61.20  | \$ 2.55            |
| Per Bin (10' - 25')      | \$ 45.90 | \$ 91.80 | \$ 137.70 | \$ 183.60 | \$ 229.50 | \$ 275.40 | \$ 11.48           |
| Per Bin (Ea. Add'l 25')  | \$ 30.60 | \$ 61.20 | \$ 91.80  | \$ 122.40 | \$ 153.00 | \$ 183.60 | \$ 7.65            |

**NON-RESIDENTIAL - ADDITIONAL MISC. CHARGES**

|   |           |   |
|---|-----------|---|
| Account RE-START Fee – Administrative Fee                   | \$ 10.20  | Account Reinstatement Fee   |
| Cart RE-DELIVERY Fee – Delivery of Removed Cart(s)          | \$ 40.80  | Per Vehicle Trip  |
| Container DELIVERY/SWAP Fee – Beyond 1x Per Year            | \$ 45.90  | Per Vehicle Trip  |
| Cart CLEANING/SWAP Fee                                      | \$ 45.90  | Per Vehicle Trip  |
| Bin CLEANING/SWAP Fee                                       | \$ 45.90  | Per Bin   |
| Cart NON-SCHEDULED Collection Go-Back/Trip Fee              | \$ 40.80  | Per Vehicle Trip  |
| Bin NON-SCHEDULED Collection Go-Back/Trip Fee               | \$ 40.80  | Per Bin   |
| One-Time ADDITIONAL COLLECTION - Collection Charge          | \$ 20.40  | Per Collection  |
| One-Time ADDITIONAL COLLECTION - Processing Charge          | 25%       | of the 1x/week collection   |
| Non-Residential ENCLOSURE Fee (w/ Lock)                     | \$ 15.30  | Per Collection  |
| Non-Residential ENCLOSURE Fee (w/o Lock)                    | \$ 10.20  | Per Collection  |
| LOCKING BIN Installation Charge                             | \$ 51.00  | Per Installation  |
| Cart REPLACEMENT Fee – if damaged by customer.              | \$ 61.20  | Per Cart  |
| Bin REPLACEMENT Fee – if damaged by customer.               | 25% - 50% | of current cost of an equivalent Bin based on extent of the damage. |
| LATE Fee – Applies on past due balances of 30-days or more. | 1.5%      | Periodic monthly rate (APR of 18%, minimum \$2.00 fee)              |

**RESIDENTIAL COLLECTION RATES - MONTHLY RECURRING SERVICES**

| Cart Size           | BASE SERVICES* | Cart Size      | BLUE Cart Only Service | GREEN Cart Only Service |
|---------------------|----------------|----------------|------------------------|-------------------------|
| 20-Gallon GRAY Cart | \$ 26.65       | 20-Gallon Cart | n/a                    | n/a                     |
| 32-Gallon GRAY Cart | \$ 42.66       | 32-Gallon Cart | n/a                    | n/a                     |
| 64-Gallon GRAY Cart | \$ 85.30       | 64-Gallon Cart | \$ 21.33               | \$ 63.98                |
| 96-Gallon GRAY Cart | \$ 127.99      | 96-Gallon Cart | \$ 32.00               | \$ 95.99                |

\*BASE SERVICES include two (2) 96-gallon BLUE Carts and either up to three (3) GREEN Carts (CURBSIDE FULL ACCESSIBILITY) *or* up to two (2) additional GRAY Carts for no additional charge (CURBSIDE LIMITED ACCESSIBILITY or ON-PREMISES), depending on service location. GREEN Carts must be placed CURBSIDE FULL ACCESSIBILITY for Collection. BASE SERVICE Rates for Eligible Lifeline/CARE Residential Service Recipients are charged at 85% and applicable to BASE SERVICES only.

**ADDITIONAL SERVICES**

| Cart Size        | GRAY Cart (Ea.) | BLUE Cart (Ea.) | GREEN Cart (Ea.) |
|------------------|-----------------|-----------------|------------------|
| 20-Gallon Cart   | n/a             | n/a             | n/a              |
| 32-Gallon Cart   | \$ 21.33        | n/a             | n/a              |
| 64-Gallon Cart** | \$ 42.65        | n/a             | n/a              |
| 96-Gallon Cart   | \$ 64.00        | \$ 6.40         | \$ 32.00         |

\*\*Manure Service is provided in 64-gallon GRAY

**ON-PREMISES (DRIVE-ON Services)\*\*\***

| Distance    | DRIVE-ON Charge**** |
|-------------|---------------------|
| 11' - 100'  | \$ 33.00            |
| 101' - 200' | \$ 66.00            |
| 201' - 300' | \$ 88.00            |
| 301' - 400' | \$ 110.00           |
| 401' - 500' | \$ 132.00           |

**ON-PREMISE (WALK-ON Services)\*\*\***

|                 | BASE SERVICES***** |             | EXTRA CART***** |
|-----------------|--------------------|-------------|-----------------|
|                 | ≤ 3 Carts          | 4 - 5 Carts |                 |
| 11' - 25'       | \$ 44.00           | \$ 66.00    | \$ 22.00        |
| 26' - 100'      | \$ 88.00           | \$ 132.00   | \$ 44.00        |
| Each Add'l 100' | \$ 88.00           | \$ 132.00   | \$ 44.00        |

\*\*\*GREEN Carts cannot be collected CURBSIDE LIMITED ACCESSIBILITY or ON-PREMISES

\*\*\*\*Includes all GRAY Carts and BLUE Carts.

\*\*\*\*\*Includes Base Service Carts

\*\*\*\*\*Applicable for each additional GRAY or BLUE Cart

**RESIDENTIAL COLLECTION RATES - MONTHLY NON-RECURRING SERVICES****EXCESS SERVICES**

| Material Type         | Per Each Set-out | Set-out Equivalent |
|-----------------------|------------------|--------------------|
| Excess GRAY Material  | \$ 10.67         | 32-gallon          |
| Excess BLUE Material  | \$ 0.53          | 32-gallon          |
| Excess GREEN Material | \$ 2.67          | 32-gallon          |

**BULKY ITEM SERVICES**

| Service Description   | Per Item Rate |
|-----------------------|---------------|
| Bulky Item Pick-up    | \$ 50.00      |
| Bulky Item (w/ Freon) | \$ 55.00      |

**RESIDENTIAL - ADDITIONAL MISC. CHARGES**

|   |          |                                |
|---|----------|--------------------------------|
| Account RE-START Fee – Administrative Fee                                 | \$ 10.00 | Account Reinstatement Fee      |
| Cart RE-DELIVERY Fee – Delivery of Removed Cart(s)                        | \$ 30.00 | Per Vehicle Trip               |
| Cart DELIVERY/SWAP Fee – Beyond 1x Per Year                               | \$ 30.00 | Per Vehicle Trip               |
| Cart CLEANING/SWAP Fee  | \$ 30.00 | Per Vehicle Trip               |
| Cart NON-SCHEDULED Collection Go-Back/Trip Fee                            | \$ 30.00 | Per Vehicle Trip               |
| COLLECTION Fee - Excess Services  | \$ 3.00  | Per Cart                       |
| LATE Fee – Periodic monthly rate on past due balances of 30-days or more. | 1.5%     | APR of 18%, minimum \$2.00 fee |
| Residential ENCLOSURE Fee ( w/o lock)                                     | \$ 5.00  | Per Month, Per Enclosure       |
| Residential ENCLOSURE Fee (w/ lock)                                       | \$ 7.50  | Per Month, Per Enclosure       |
| Cart REPLACEMENT Fee – if damaged by customer.                            | \$ 60.00 | Per Cart                       |

INITIAL RATES

NON-RESIDENTIAL COLLECTION RATES - MONTHLY RECURRING SERVICES

Non-Residential MIXED COMPOSTABLES Monthly Collection Rates

| Container Size         | 1x/week     | 2x/week     | 3x/week     | 4x/week     | 5x/week     | 6x/week     | Additional Pick Up |
|------------------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------------|
| 32-Gallon              | \$ 45.64    | \$ 91.27    | \$ 136.91   | \$ 182.54   | \$ 228.18   | \$ 273.81   | \$ 11.41           |
| 64-Gallon              | \$ 91.24    | \$ 182.48   | \$ 273.72   | \$ 364.96   | \$ 456.20   | \$ 547.45   | \$ 22.81           |
| 96-Gallon              | \$ 136.91   | \$ 273.81   | \$ 410.72   | \$ 547.62   | \$ 684.53   | \$ 821.43   | \$ 34.23           |
| 1-Cubic Yard Bin       | \$ 202.05   | \$ 332.23   | \$ 468.17   | \$ 609.91   | \$ 757.53   | \$ 911.06   | \$ 50.51           |
| 2-Cubic Yard Bin       | \$ 290.54   | \$ 484.86   | \$ 679.14   | \$ 873.45   | \$ 1,067.74 | \$ 1,262.03 | \$ 72.63           |
| 3-Cubic Yard Bin       | \$ 387.70   | \$ 679.14   | \$ 970.56   | \$ 1,262.03 | \$ 1,553.49 | \$ 1,845.97 | \$ 96.92           |
| 4-Cubic Yard Bin       | \$ 486.07   | \$ 874.71   | \$ 1,263.21 | \$ 1,651.83 | \$ 2,040.46 | \$ 2,429.12 | \$ 121.52          |
| 6-Cubic Yard Bin       | \$ 565.38   | \$ 1,035.44 | \$ 1,512.51 | \$ 1,975.61 | \$ 2,445.69 | \$ 2,915.80 | \$ 141.35          |
| 8-Cubic Yard Bin       | \$ 730.21   | \$ 1,356.95 | \$ 1,983.81 | \$ 2,615.50 | \$ 3,237.35 | \$ 3,864.10 | \$ 182.55          |
| 2 Cubic Yard Compactor | \$ 726.34   | \$ 1,212.15 | \$ 1,697.84 | \$ 2,183.61 | \$ 2,669.35 | \$ 3,155.08 | \$ 181.59          |
| 3 Cubic Yard Compactor | \$ 969.25   | \$ 1,697.84 | \$ 2,426.40 | \$ 3,155.08 | \$ 3,883.71 | \$ 4,614.92 | \$ 242.31          |
| 4 Cubic Yard Compactor | \$ 1,215.18 | \$ 2,186.76 | \$ 3,158.03 | \$ 4,129.57 | \$ 5,101.15 | \$ 6,072.81 | \$ 303.80          |

Non-Residential YARD TRIMMINGS Monthly Collection Rates

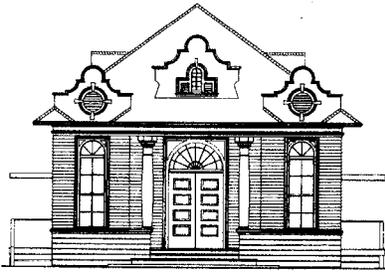
| Container Size   | 1x/week   | 2x/week   | 3x/week   | 4x/week   | 5x/week   | 6x/week   | Additional Pick Up |
|------------------|-----------|-----------|-----------|-----------|-----------|-----------|--------------------|
| 96-Gallon        | \$ 68.45  | \$ 136.91 | \$ 205.36 | \$ 273.81 | \$ 342.26 | \$ 410.72 | \$ 17.11           |
| 2-Cubic Yard Bin | \$ 145.27 | \$ 242.43 | \$ 339.57 | \$ 436.72 | \$ 533.87 | \$ 631.02 | \$ 36.32           |

Non-Residential PUSH/PULL Monthly Collection Rates

| Push/Pull Distance       | 1x/week  | 2x/week  | 3x/week   | 4x/week   | 5x/week   | 6x/week   | Additional Pick Up |
|--------------------------|----------|----------|-----------|-----------|-----------|-----------|--------------------|
| Per Cart (10' - 25')     | \$ 15.00 | \$ 30.00 | \$ 45.00  | \$ 60.00  | \$ 75.00  | \$ 90.00  | \$ 3.75            |
| Per Cart (Ea. Add'l 25') | \$ 10.00 | \$ 20.00 | \$ 30.00  | \$ 40.00  | \$ 50.00  | \$ 60.00  | \$ 2.50            |
| Per Bin (10' - 25')      | \$ 45.00 | \$ 90.00 | \$ 135.00 | \$ 180.00 | \$ 225.00 | \$ 270.00 | \$ 11.25           |
| Per Bin (Ea. Add'l 25')  | \$ 30.00 | \$ 60.00 | \$ 90.00  | \$ 120.00 | \$ 150.00 | \$ 180.00 | \$ 7.50            |

NON-RESIDENTIAL - ADDITIONAL MISC. CHARGES

|   |           |   |
|---|-----------|---|
| Account RE-START Fee – Administrative Fee                   | \$ 10.00  | Account Reinstatement Fee   |
| Cart RE-DELIVERY Fee – Delivery of Removed Cart(s)          | \$ 40.00  | Per Vehicle Trip  |
| Container DELIVERY/SWAP Fee – Beyond 1x Per Year            | \$ 45.00  | Per Vehicle Trip  |
| Cart CLEANING/SWAP Fee                                      | \$ 45.00  | Per Vehicle Trip  |
| Bin CLEANING/SWAP Fee                                       | \$ 45.00  | Per Bin   |
| Cart NON-SCHEDULED Collection Go-Back/Trip Fee              | \$ 40.00  | Per Vehicle Trip  |
| Bin NON-SCHEDULED Collection Go-Back/Trip Fee               | \$ 40.00  | Per Bin   |
| One-Time ADDITIONAL COLLECTION - Collection Charge          | \$ 20.00  | Per Collection  |
| One-Time ADDITIONAL COLLECTION - Processing Charge          | 25%       | of the 1x/week collection   |
| Non-Residential ENCLOSURE Fee (w/ Lock)                     | \$ 15.00  | Per Collection  |
| Non-Residential ENCLOSURE Fee (w/o Lock)                    | \$ 10.00  | Per Collection  |
| LOCKING BIN Installation Charge                             | \$ 50.00  | Per Installation  |
| Cart REPLACEMENT Fee – if damaged by customer.              | \$ 60.00  | Per Cart  |
| Bin REPLACEMENT Fee – if damaged by customer.               | 25% - 50% | of current cost of an equivalent Bin based on extent of the damage. |
| LATE Fee – Applies on past due balances of 30-days or more. | 1.5%      | Periodic monthly rate (APR of 18%, minimum \$2.00 fee)              |



# TOWN OF PORTOLA VALLEY

## STAFF REPORT

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**TO:** Mayor and Members of the Town Council

**FROM:** Jeremy Dennis, Town Manager  
Cara Silver, Town Attorney

**DATE:** May 26, 2021

**RE:** Extension of Local Emergency Declaration in Response to Novel Coronavirus (COVID-19)

### RECOMMENDATION

Staff recommends that the Town Council extend the Town's Local Emergency Declaration for another 62 days, thus expiring on September 1, 2021.

### BACKGROUND

In response to the COVID-19 pandemic, the Town Council adopted a Local Emergency Declaration at a special meeting on March 17 (Attachment 1).

The order:

1. Declares that a Local Emergency now exists throughout the Town of Portola Valley, California;
2. During the existence of this Local Emergency, the Town Manager/Director of Emergency Services shall have the authority to adopt emergency orders or regulations to ensure the health and wellbeing of the public and mitigate the effects of the Local Emergency, including but not limited to public health, safety and welfare measures, employee service levels and purchasing and procurement;
3. During the existence of the Local Emergency, the City Council authorizes the Mayor to appoint a subcommittee of two council members to approve the warrant list on behalf of the Town Council in the event regular Town Council meetings are cancelled or prompt payment is needed while the Council is not in session.
4. During the existence of this Local Emergency, the powers, functions and duties of the Town Manager/Director of Emergency Services and the Town Council shall be those prescribed by state law, by the existing ordinances and resolutions of the Town Council as well as this resolution and any subsequent emergency orders or regulations adopted by the Town Council or Director of Emergency Services.

To augment this declaration, the Council has authorized the following COVID-19-related subcommittees:

1. Local Emergency Order support – Mayor Aalfs and Vice Mayor Derwin (now Mayor Derwin and Vice Mayor)
2. Fiscal Matters – Councilmembers Hughes and Wengert
3. Reactivating Full Town Service Delivery – Mayor Aalfs and Councilmember Richards

The emergency order was extended for 30 days on May 13, 2020, 45 days on June 10, 2020, 60 days on July 22, 70 days on September 23, 2020, 80 days on December 9, 2020, and 96 days on February 24, 2021.

### **DISCUSSION**

Substantial restrictions on business operations and individual's activities are expected in the coming weeks and months will remain in place, staff believes that an extension of the current local emergency order is warranted. Service provision continues to be disrupted by the shelter-in-place, and important, immediate decisions are required to be made on a regular basis. Extension of the order will allow for continuity of service and allow staff to respond quickly to new needs.

Staff recommends that the order, as currently drafted, be revised for an additional 62 days. This current extension would extend the local emergency through August 31, 2021.

Staff anticipates this to be the final extension of the emergency order.

### **ATTACHMENT**

1. March 17 Local Emergency Order

**Approved by:** Jeremy Dennis, Town Manager



## RESOLUTION NO. 2819-2020

**URGENCY RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PORTOLA VALLEY DECLARING EXISTENCE OF LOCAL EMERGENCY**

**WHEREAS**, Government Code Section 8637 authorizes the Town Council to declare a local emergency; and

**WHEREAS**, Portola Valley Municipal Code defines a local emergency as “actual or threatened, existence of conditions of disaster or of extreme peril to the safety of persons, property and environment, within or affecting the territorial limits of the town, caused by such conditions as air pollution, drought, earthquake, epidemic, fire, flood, human acts, plant or animal infestation or disease, riot, severe weather, sudden and severe energy shortage, technological interruptions, the governor’s warning of an earthquake or volcanic prediction, or other conditions including conditions resulting from war or imminent threat of war, which are, or are likely to be, beyond the control of town services, personnel, equipment and facilities and requiring the combined forces of other public agencies to combat”; and

**WHEREAS**, the Town Council hereby finds conditions of extreme peril to the safety of persons and property have arisen within the Town due to the following:

The Centers for Disease Control and Prevention has stated that a novel coronavirus named “COVID-19” is a serious public health threat, based on current information.

The County of San Mateo’s Health Officer issued a statement on March 10, 2020, that evidence exists of widespread community transmissions of COVID-19 in San Mateo County. The Health Officer further clarified that implementation of activities prescribed in his statement March 5, 2020, is now critical;

On March 11, 2020, the World Health Organization declared COVID-19 constituted a world pandemic; and

**WHEREAS**, implementation of the Health Officer’s direction may have immediate or future impacts on the Town’s ability to provide services to the community as follows:

Urgent modification to Town services, including temporary closure of the Portola Valley Town Hall, cancellation of upcoming non-essential Town sponsored events and meetings, and increased telework by Town employees; and

Additional service impacts such as temporary closure of Town facilities and/or postponement or cancellation of programs and services involving the Town’s recreation centers, library, and Town Hall including planning and building services; and

Reassignment of available staff to deliver the following essential services necessary to protect life and property of the Portola Valley community: emergency building inspections, public works emergency response, public information and Town Council support, and the internal services necessary to support essential services including payroll, accounts payable, procurement, information technology, and critical fleet maintenance; and

Reassignment of staff may impair ability to make progress on Town Council priorities and work plan and comply with mandated state and federal reporting; and

**WHEREAS**, the economic impact of COVID-19 is projected to cause significant reductions in Town revenues; and

**WHEREAS**, That the aforesaid conditions of extreme peril warrant and necessitate the proclamation of a Local Emergency;

**WHEREAS**, said Town Council does hereby find that the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency; and

**NOW, THEREFORE**, the Town Council of Portola Valley does hereby:

1. Declare that a Local Emergency now exists throughout the Town of Portola Valley, California;
2. During the existence of this Local Emergency, the Town Manager/Director of Emergency Services shall have the authority to adopt emergency orders or regulations to ensure the health and wellbeing of the public and mitigate the effects of the Local Emergency, including but not limited to public health, safety and welfare measures, employee service levels and purchasing and procurement;
3. During the existence of the Local Emergency, the City Council authorizes the Mayor and Vice Mayor to approve the warrant list on behalf of the Town Council in the event regular Town Council meetings are cancelled or prompt payment is needed while the Council is not in session. In addition, the Council hereby appoints a second subcommittee consisting of Council Members Wengert and Hughes to provide input and direction to the Town Manager regarding other financial issues that arise during this local emergency.
4. During the existence of this Local Emergency, the powers, functions and duties of the Town Manager/Director of Emergency Services and the Town Council shall be those prescribed by state law, by the existing ordinances and resolutions of the Town Council as well as this resolution and any subsequent emergency orders or regulations adopted by the Town Council or Director of Emergency Services.
5. This Local Emergency shall continue until it is terminated by proclamation of the Town Council. Pursuant to Section 8630 of the Government Code, the Town Council shall proclaim the termination of a local emergency at the earliest possible date that conditions warrant. The need for continuing this local emergency shall be reviewed within 60 days by the Town Council.

**REGULARLY PASSED AND ADOPTED** this 17th day of March, 2020.

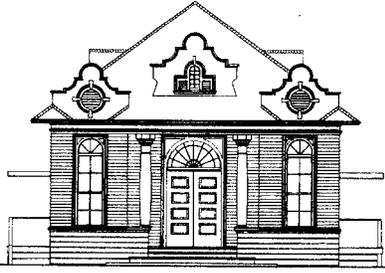


Jeff Aalfs, Mayor

ATTEST



Sharon Harlon, Town Clerk



# TOWN OF PORTOLA VALLEY

## STAFF REPORT

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**TO:** Mayor and Members of the Town Council

**FROM:** Cara Silver, Town Attorney 

**DATE:** May 26, 2021

**RE:** Adoption of Resolution establishing a permit review process for development projects involving multiple decision makers

### RECOMMENDATION

Adopt Resolution establishing a permit review process for development projects involving multiple decision makers (Attachment 1).

### BACKGROUND

The procedural aspects of the Town's Code were largely modeled after the County of San Mateo's code and have not been recently updated. Our Zoning Code currently grants decision-making authority to three bodies: the Planning Commission, the Architectural and Site Control Commission (ASCC) and the Town Council. In general, the Planning Commission, has jurisdiction over conditional use permits and variances, the ASCC has jurisdiction over design and site review and the Town Council has jurisdiction over subdivision maps and legislative items, such as zone changes, development agreements and general plan amendments. Additionally, many of the Town's committees, such as the Conservation and Trails Committees, have advisory authority over discrete aspects of projects.

When development projects require review from multiple decision-making bodies, the Code does not expressly specify the order in which the Planning Commission and Architectural and Site Control Commission (ASCC) should review the project nor does it specify how an appeal from one body would impact the review authority of the other commission. Finally, the Code does not specify how the Town Council reviews appeals in situations where the Council also has final decision-making authority on some aspect of the project.

For the vast majority of projects processed in town (i.e. single family homes), the ASCC serves as the sole decision-maker. If the applicant or the public desires to appeal the decision, the appeal is first heard by the Planning Commission. If either party desires, the Planning Commission decision can then be appealed to the Town Council. On larger or more complicated projects, the Planning Commission and/or Town Council may also have review authority over the project, though the Code is silent as to how this should be handled.

Additionally, new state legislation commonly referred to as SB 330 or the Housing Crisis Act, imposes new limitations on the number of hearings or meetings the Town may conduct for a qualifying “housing development” project. (See Government Code section 65905.5(a).) SB 330 limits the number of Town-sponsored hearings or meetings to five total. Meetings is broadly defined to include, California Environmental Quality Act (CEQA) meetings, preliminary meetings, study sessions, public hearings, appeal hearings, advisory committee meetings and even town-sponsored community meetings. The Town is required to make a decision approving or disapproving a project by the end of the fifth hearing. This five-hearing limit is not applicable to projects that are requesting legislative approvals, such as general plan, specific plan, or zoning amendments. (Gov. Code, § 65905.5(a) and (b)(2).)

### **DISCUSSION**

There are a few development projects in the pipeline which will involve multiple decision making bodies. Thus, staff believes it would be helpful for both the public and the decision makers to clarify how the review process will work in such situations. In the past when a project has involved both ASCC and Planning Commission review, the Town’s practice has been for the ASCC to make a recommendation on the design issues to the Planning Commission and then then Planning Commission has been the decision maker on both the design and planning aspects of the project. An applicant or member of the public is permitted to appeal that decision directly to the Town Council. Likewise, where the ASCC, Planning Commission and Town Council all have review authority over an aspect of the project, the ASCC makes a recommendation to the Planning Commission; the Planning Commission makes a recommendation to the Town Council; and the whole project is then “rolled up” to the Town Council for a final decision. This type of “roll up” policy is common in jurisdictions having multiple decision makers.

Staff convened a subcommittee of the Mayor, the Chair of the Planning Commission and the Chair of the ASCC to discuss the adoption of a formal policy reflecting this past practice. The Mayor and Chairs discussed the pros and cons of the policy and all agreed it would be beneficial to codify the Town’s “roll up” policy. The subcommittee recommended the policy be reviewed by the full Council in the form of a resolution. The resolution would be a transparent placeholder while staff prepared a Zoning Code amendment for further review by the Planning Commission and Town Council.

### **FISCAL IMPACT**

This amendment would result in no additional fiscal impact.

### **ENVIRONMENTAL REVIEW**

This action is not a project within the meaning of California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

### **ATTACHMENT**

1. Resolution

Cc: Jeremy Dennis, Town Manager

## RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PORTOLA VALLEY  
ADOPTING A PERMIT PROCEDURE FOR DEVELOPMENT PROJECTS INVOLVING  
REVIEW BY MULTIPLE DECISION MAKING BODIES**

**WHEREAS**, the intent and purpose of this Resolution is to set forth the permit approval process when more than one decision-making body has approval authority over a development project;

**WHEREAS**, SB 330 (The Housing Crisis Act) provides that qualifying housing development projects are subject to only five administrative hearings; and

**WHEREAS**, it serves the public interest by clarifying final decision making authority for projects involving multiple review bodies.

**NOW, THEREFORE**, the Town Council of the Town of Portola Valley does hereby **RESOLVE** as follows:

1. Permit Review Procedure.

- A. Joint ASCC and Planning Commission Authority. In cases where a development project requires approval from both the Architectural Site and Control Committee (ASCC) and the Planning Commission, the ASCC shall make a recommendation to the Planning Commission on the portion of the application requiring ASCC review. The matter is then forwarded to the Planning Commission which makes the decision on both ASCC and Planning Commission aspects of the project. In making its decision, the Planning Commission may, but is not required to, rely on the expertise and recommendation of the ASCC.
- a. Appeal: An appeal of any aspect of the Planning Commission's decision is made to the Town Council.
  - b. Rationale: The reason for this practice is to avoid inconsistent decisions between the ASCC and Planning Commission, to streamline the appeal process, to allow for a better-informed and comprehensive review process and inform the public of the final decision maker.
  - c. Example: An example of this process is where the project application includes a request for Architectural and Site Plan Review as well as a variance. In such case the ASCC would provide a recommendation on the Architectural and Site Plan Review to the Planning Commission and the Planning Commission would make the decision on both the Architectural and Site Plan Review and variance.
- B. Joint ASCC, Planning Commission and Town Council Authority. Where a development project requires approval from the ASCC, Planning Commission and Town Council, the above practice in Section II (A) shall be followed relative to the approvals requiring ASCC and Planning Commission approval. However, instead of the Planning Commission making the decision on all aspects of the project, all decisions are "rolled up" and made by the Town Council. Thus, the ASCC makes

a recommendation on its review scope to the Planning Commission; the Planning Commission makes a recommendation to the Town Council on both the ASCC and Planning Commission scope of review and the Town Council makes the final decision on the entire set of project approvals. In making its decision, the Town Council may, but is not required to, rely on the expertise and recommendation of the Planning Commission and ASCC.

- a. Appeal: In this situation, the Town Council’s decision will be final and there is no administrative appeal right.
- b. Rationale: The rationale for this process is similar to the rationale above. This practice avoids inconsistent decisions between the ASCC and Planning Commission, it streamlines the appeal process, allows for a better-informed and comprehensive review process and inform the public of the final decision maker.
- c. Example: An example of this process is where the project application includes a request for Architectural and Site Plan Review under the ASCC’s purview, a variance under the Planning Commission’s purview and a zone change under the Town Council’s purview. In such case the ASCC would provide a recommendation on the Architectural and Site Plan Review to the Planning Commission; the Planning Commission would provide a recommendation on the Architectural and Site Plan Review and variance to the Town Council; and the Town Council would render a final decision on all three requests.

2. Implementation.

To promote further transparency, the Town Council directs staff to incorporate this change into the Zoning Code in connection with the next Zoning Code amendment or as soon thereafter as possible.

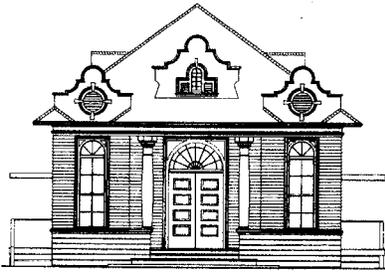
3. CEQA. This action is not a project within the meaning of California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

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

ATTEST:

\_\_\_\_\_  
Sharon Hanlon, Town Clerk



# TOWN OF PORTOLA VALLEY

## Colleagues Memo

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**TO:** Mayor and Members of the Town Council

**FROM:** Councilmembers Aalfs and Richards (COVID-19 Subcommittee)

**DATE:** May 26, 2021

**RE:** Easing of COVID-19 Restrictions for Town Rentals, Activities and Public Access to Town Hall/Flexible Work Schedule for Staff

### **RECOMMENDATION**

We recommend that the Town Council

1. Review and endorse the draft plan to ease COVID-19 Restrictions for Town Rentals, Activities and Public Access to Town Hall, and
2. Discuss a Flexible Work Schedule policy for staff

### **BACKGROUND**

Since March 16, 2020, Town Hall has been closed to the public due to the COVID-19 pandemic. Town staff has primarily been working from home (per CDC recommendations and State Guidelines), but those staff that wished to work in the office were able to do so utilizing a “two team” system that allowed for contact tracing, physical distancing and continuity of service if there was an exposure and/or outbreak. On any given day, a number of staff are present at Town Hall.

As the situation improves in San Mateo County, this subcommittee has met with staff to discuss a comprehensive plan to ease COVID-19 restrictions for Town rentals, activities and public access to Town Hall, of which some elements are already underway.

As staff returns to the office more regularly, we believe this is also an opportune time to consider the best of what we have learned during the Town Hall closure by developing a flexible work schedule for all staff who qualify.

### **DISCUSSION**

This discussion is divided between two elements: Easing of COVID-19 Restrictions and Flexible Work Schedule.

As stated above, elements of this process for staff have already begun. Starting on May 17, staff who were fully vaccinated were not required to continue on the “two team” system that allowed half the staff to work in Town Hall each week, with the other team working from home. This process to return to the office will continue over the next few months as staff become fully vaccinated.

By June 14, we anticipate that the majority of staff will be vaccinated. Between now and July 12 (see below), staff will acclimate to working with their colleagues and prepare Town Hall for reopening to the public.

In anticipation of the expected “[Beyond the Blueprint](#)” re-opening of California’s economy on June 15, we recommend the following:

1. Outdoor Activities on Public Property – all outdoor activities on the Town’s property will be allowed with no restrictions (unless the State recommends/requires such restrictions) starting June 15
2. Outdoor rentals of Town Facilities - on June 15, the Town will reopen its reservation system for the use/rental of the Town’s outdoor facilities (such as picnic tables) for events starting on July 12 (utilizing any guidance/restrictions put in place by the State)
3. Indoor rentals of Town Facilities – on June 15, the Town will reopen its reservation system for the use/rental of the Town’s indoor facilities for events starting on July 12 (utilizing any guidance/restrictions put in place by the State)
4. Public Access to Town Hall – starting July 12, Town Hall will be open to the public. Staff anticipates some guidance and utilization of appointments to ensure that Town Hall reception areas are not crowded, and it is expected that masks and social distancing will continue to be required indoors.

We would not recommend that meetings be held in person/hybrid at this time. Staff is exploring technology that would make hybrid meetings possible, but we believe that the current remote committee/commission/council meeting system works well and should remain in place.

### **Flexible Work Schedule - Background**

The COVID-19 pandemic required Town Staff to reinvent the delivery of services to residents. While there continue to be longer waits for some services due to increased volume and transition-related operations, we believe that the staff has been overwhelmingly successful in providing online opportunities for the vast majority of provided services.

The expansion of online services has had many advantages:

1. Allows residents to submit applications and request information outside of normal business hours.
2. Reduces the need to drive to Town Hall to conduct business.
3. Provides staff with opportunity to work on more substantial issues and reduce wholly administrative functions that are better suited for online systems.

4. Strengthens workflow and project planning.
5. Resulted in more information being posted on the Town's website and more targeted contact with residents.

Working from home has provided great advantages to staff:

1. Reduced commute times and resulting stress/fatigue
2. Flexibility during the day/week to address family/personal issues.
3. Increased delegation of responsibilities and ownership of projects and areas of expertise.
4. Reduced fatigue from attending night meetings in person and commuting home afterward.
5. Competitive advantage to attract/retain staff.

We believe that the staff has demonstrated that a flexible work schedule is possible while still delivering quality services.

### **Staff Availability During Work Hours**

In 2013, the Town increased the number of hours available for public walk-ins by eliminating the-then practice of closing the office to visitors between 1:00 PM-3:00 PM. As a result of this change, staff had fewer hours to focus on major projects, drafting of staff reports, and meetings. With the policy change, there was no corresponding increase in staff resources.

Prior to COVID-19, as staff responsibilities and tasks increased, staff found that they had fewer opportunities to address concerns of residents who came to Town Hall without an appointment. Many times staff requested that a meeting be set up to accommodate the issue at hand, as staff may have already had other commitments at that time.

Creating distinct, guaranteed opportunities for residents to have their questions answered and their needs addressed is a primary goal of all staff.

### **Draft Flexible Work Schedule**

The draft flexible work schedule provides its "flexibility" in two ways; over a workday and over a workweek.

Two fundamental elements to this draft schedule are the following:

1. The use of "core hours", which are hours that employees are expected to be in the office when not working from home. When working from home, "core hours" are those hours staff is expected to be available in the typical fashion while in the office. We recommend that core hours be defined as 9:30-3:30. Outside of core hours, employees can choose where they work their remaining hours that day.
2. Allowing staff to work from home up to two days a week.

Since 2017, staff has successfully utilized a voluntary 9/80 work schedule (employees work 80 hours over nine work days instead of 10 days). We recommend keeping the 9/80 in place, and would recommend consideration of a fully aligned 9/80 across all staff that would

result in Town Hall closure every other Friday. This is a policy already in place in Menlo Park, Palo Alto, and other cities (with additional cities only providing services on a reduced basis on Wednesdays or Fridays for planning/building/engineering/etc.) Those staff who do not choose to work a 9/80 work schedule can work at Town Hall when closed to the public, or work from home. The current 9/80 work schedule requires a considerable amount of cross training and scheduling challenges that are difficult to implement with a small staff.

Staff shall continue to work eight or nine hours (depending on the use of the 9/80 schedule) a day.

We recommend that staff can also choose from four pre-selected flexible workday schedules. For example, such workday schedules could look as follows:

1. 6:30-3:30
2. 7:00-4:00
3. 8:00-5:00
4. 9:00-6:00

For example, an employee, with the approval of their manager, may have the following schedule under this draft policy:

Work 6:30-3:30 on a daily basis, with work from home two days a week, but not use a 9/80

Or

Work 6:30-4:30 on a daily basis, with no work from home, on a 9/80 work schedule

All options under a future draft policy would be available to all staff; however, certain job responsibilities may not allow particular job positions to take full advantage of the policy. Participation in such a program is defined a privilege, not a right. Any drafted policy will comply with the Federal Labor Standards Act (FLSA) applicable to public sector employment.

### **Other Elements of the Draft Flexible Work Schedule Policy**

With the success of the use of Zoom for Town meetings (that has resulted in many more residents participating in the public square), we recommend that staff continue to be allowed to attend night meetings remotely.

Those employees that wish to work from home would be responsible for the purchase of any needed hardware or equipment to work from their home.

Staff intends to implement additional tools to ensure resident/visitor service delivery provision, including the utilization of office hours for departments and individual staff members, as well as an online appointment system, to provide assurance that residents

who need extra assistance are guaranteed help, in lieu of walk-ins and phone calls that may not be able to be answered due to staff working on other activities.

### **Summary**

We are seeking

1. The Council's endorsement of the timeframe for Easing of COVID-19 Restrictions
2. Council feedback on a Flexible Work Schedule policy that
  - a. Provides daily work flexibility in the use of flex hours
  - b. Provides weekly work flexibility with up to two days from home to work
  - c. The continued use of 9/80 work schedule
  - d. Considers closing the office every other Friday in lieu of the split 9/80 schedule in place today

We do not anticipate any interruption in normal business as currently conducted by the Town under the draft schedule.

### **FISCAL IMPACT**

None.



# TOWN OF PORTOLA VALLEY

## STAFF REPORT

**TO:** Mayor and Members of the Town Council

**FROM:** Jeremy Dennis, Town Manager  
Cindy Rodas, Finance Director

**DATE:** May 26, 2021

**RE:** Not-for-Profit Agency Funding Requests

### RECOMMENDATION

Staff recommends that the Town Council approve funding for not-for-profit agencies providing services benefiting the Town, its residents, or the larger Peninsula community, in an amount not to exceed \$17,084.

### BACKGROUND

Annually, the Town receives requests from a number of not-for-profit agencies. The Town Council reviews these funding requests and determines the allocation amount that each agency will receive. For fiscal year 2020-21, the Council made the following allocations:

|  |         |
|--|---------|
| Citizens Emergency Response Preparedness Program (CERPP) | \$5,000 |
| HIP Housing  | \$3,000 |
| Housing Endowment and Regional Trust (HEART)             | \$1,432 |
| Housing Leadership Council                               | \$ 600  |
| Joint Venture Silicon Valley                             | \$1,000 |
| Meals on Wheels - Peninsula Volunteers Inc.              | \$3,000 |
| Peninsula Conflict Resolution                            | \$ 552  |
| Sustainable San Mateo County                             | \$2,500 |
| Sustainable Silicon Valley                               | \$1,000 |

**Total** \$18,084

### DISCUSSION

The Town has received the following requests for fiscal year 2021-22 with no increases in comparison to requests received for FY 2020-21. Historically, Council has approved a contribution for Grassroots Ecology/Acterra but following Council discussion, it was agreed that support would continue for the program but not as a part of the annual

Not-for-Profit Agency Funding Requests

review of Not-for-Profit Agency requests. A contribution request was not received from Sustainable Silicon Valley and therefore was not included in the recommendation. Staff recommends awarding \$17,084 in the coming budget as follows:

| Agency   | Amount Requested | Recommended          | Difference from FY 2020-21 | Percent Change |
|--|------------------|----------------------|----------------------------|----------------|
| Citizens Emergency Response Preparedness Program (CERPP) | \$5,000          | \$5,000              | \$ -                       | 0%             |
| HIP Housing  | \$3,000          | \$3,000              | \$ -                       | 0%             |
| Housing Endowment and Regional Trust (HEART)             | \$1,432          | \$1,432              |                            | 0%             |
| Housing Leadership Council                               | \$600            | \$600                | \$ -                       | 0%             |
| Joint Venture Silicon Valley                             | \$1,000          | \$1,000              | \$ -                       | 0%             |
| Meals on Wheels- Peninsula Volunteers Inc.               | \$3,000          | \$3,000              | \$ -                       | 0%             |
| Peninsula Conflict Resolution                            | \$552            | \$552                | \$ -                       | 0%             |
| Sustainable San Mateo County                             | \$5,000          | \$2,500 <sup>1</sup> | \$ -                       | 0%             |
| <b>Total</b>   | <b>\$19,584</b>  | <b>\$17,084</b>      |                            |                |

**FISCAL IMPACT**

The total amount of contributions approved by the Council will be included in the 2021-22 proposed budget document, which is to be presented to the Council at its meeting on June 9, 2021.

**ATTACHMENT**

Attached Proposals:

1. Citizens Emergency Response Preparedness Program (CERPP)
2. HIP Housing
3. Housing Endowment & Regional Trust (HEART of San Mateo County)
4. Housing Leadership Council
5. Joint Venture Silicon Valley
6. Meals on Wheels – Peninsula Volunteers Inc.
7. Peninsula Conflict Resolution
8. Sustainable San Mateo County

<sup>1</sup> Historically, Town staff has recommended and the council has approved \$2,500 for SSMC

## A Request from CERPP

Cindy Rodas  
Finance Director  
Town of Portola Valley  
765 Portola Road  
Portola Valley, CA 94028

May 19, 2021

Dear Cindy,

This letter is a request by CERPP for a donation from the Town of Portola Valley to the WFPD CERPP in the amount of \$5,000 for the fiscal year 2021 – 2022. The annual financial support from your town plus the WFPD and the Town of Woodside has been the primary funding of the efforts of CERPP. On behalf of the entire committee, we thank the Town of Portola Valley.

Please make check payable to CERPP and mail to Selena Brown, WFPD Administration, 808 Portola Road, Portola Valley, CA 94028.

Regards,

Joe Coleman  
Treasurer, CERPP



April 21, 2021

Jeremy Dennis  
Town Manager  
Town of Portola Valley  
765 Portola Road  
Portola Valley, CA 94028

Dear Jeremy,

The COVID-19 pandemic has exacerbated San Mateo County's affordable housing crisis. Prior to 2020, the housing supply in Portola Valley and throughout the County did not keep pace with job growth and population increases, making it difficult for low-income individuals to find an affordable place to live. In the last year, because of the pandemic, many of these same individuals have lost their jobs, and do not have the income to pay for rent, groceries, and other basic necessities.

Displacement matters. When our low-income neighbors, friends, family members, and co-workers are priced out of the County, our communities become weaker and less diverse. This is why municipalities across San Mateo County are searching for practical solutions to the affordable housing crisis.

This is where HIP Housing comes in. We request a grant of \$3,000 from the Town of Portola Valley which, if awarded, will be used to support the activities of our agency's Home Sharing Program during fiscal year 2021-2022. This innovative program maximizes existing housing stock to provide new affordable housing opportunities to low-income workers, seniors, and families who are searching for a safe and stable place to live.

With your support in FY 2021-2022, HIP Housing's Home Sharing Program will help low-income residents and workers in Portola Valley gain access to affordable housing, which will then keep Portola Valley a strong, healthy, and diverse community.

On behalf of our Board of Directors, staff, and clients, we thank you for your past support of our Home Sharing Program, and for your kind consideration of this funding request.

Sincerely,

Kate Comfort Harr  
Executive Director

**Home. Heart. Hope.**

- Home Sharing
- Self-Sufficiency
- Property Development

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Helen Hilton Raiser

David Schemel

Congresswoman

Jackie Speier

**Administration**

Kate Comfort Harr  
*Executive Director*

Ghion Dessie  
*Controller*

Clarice Veloso-Lugo  
*Director of Development*

800 S. Claremont, #210  
San Mateo, CA 94402  
650-348-6660  
www.HIPhousing.org



800 S. Claremont Street, #210  
San Mateo, CA 94402

**Funding Proposal – Town of Portola Valley**  
*Fiscal Year 2021-2022*

**An Affordable Housing Crisis, Amplified by COVID**

San Mateo County does not have enough affordable housing. The reasons for this are numerous, according to a Magnify Community Issue Brief released in November 2020. The County's location on the Peninsula plays a role, as does the fact that 70% of the County is protected land and dedicated green space. There has also long been an extreme mismatch between job growth and housing production, as well as fierce local resistance to the construction of multi-family housing. Finally, building a unit of very low-income housing costs more than \$600,000.

For low-income individuals and families in the Town of Portola Valley, and throughout San Mateo County, the lack of affordable housing creates many challenges. For example, in order to afford a one-bedroom apartment in nearby Menlo Park renting at an average of \$2,714 per month, a worker would have to earn \$68 per hour just to make rent...but, of course, low-income workers earn well below this number. Because rents are so high, low-income San Mateo County residents have had to seek affordable housing where they can, even if this means living in substandard housing, or living in overcrowded conditions, or moving outside of the County and commuting in to work.

And then came the COVID-19 pandemic.

According to research published in October 2020 by Carolina Reid and Meg Heisler of the Turner Center for Housing Innovation at the University of California-Berkeley, nearly 55% of California renters have experienced some loss of employment income since shelter-in-place orders went into effect in March. For low-income individuals and families – including HIP Housing clients and tenants – the economic fallout from the pandemic almost immediately translated into an inability to pay rent, buy groceries and other basic necessities, or pay other bills.

The Town of Portola Valley and San Mateo County are now contending with a housing affordability crisis that is being exacerbated by a global pandemic. If many low-income families could not afford to live in the County at the start of 2020, COVID-19 has only made things worse: according to the California Association of Realtors, the median price of a home in San Mateo County rose over the course of the last year, to more than \$1.7 million in the third quarter of 2020. Additionally, while local media have reported a decline in the price of market rate rentals, prices for below-market rate rentals have not changed.

There has long been a gap between the “haves” and the “have-nots” in San Mateo County, and the pandemic has only made this gap wider. The low-income individuals most affected by the pandemic are our neighbors. They are our co-workers and friends. They are valuable members of our community, and critical components of a strong and diverse San Mateo County.

### **HIP Housing – Our Mission and Goals**

HIP Housing’s mission is to invest in human potential by improving the housing and lives of people in our community. Every year, HIP Housing’s Home Sharing Program, Self Sufficiency Program, and Property Development and Management Division work in tandem to prevent homelessness, counter displacement, and enable more than 1,400 low-income individuals throughout San Mateo County to find, or remain in, decent, stable, and affordable housing.

San Mateo County is one of the most expensive places to live in the United States, and low-income residents here particularly struggle with the effects of housing inequality. Investment in HIP Housing’s innovative and scalable solutions that make use of existing housing stock, ensures that there are increased affordable housing opportunities for low-income individuals and families who are being priced out of our community.

Our goal is for every individual who walks through our door to have the best possible chance of finding a stable and affordable place to live, as well as access to the information and resources they need to avoid displacement.

### **Description of the Program to Be Funded – Home Sharing Program**

HIP Housing respectfully requests a grant of \$3,000 from the Town of Portola Valley. If our request is approved, this grant will be used to support the activities of our innovative Home Sharing Program during FY 2021-2022.

HIP Housing’s Home Sharing Program matches people who have space in their home to share, with people who are searching for an affordable place to live. By making more efficient use of the existing housing resources in Portola Valley, the Home Sharing Program provides a unique, creative, and affordable solution to the lack of affordable housing in the Town of Portola Valley, and throughout San Mateo County.

The components that make this program so successful are:

1. *The creation of new affordable housing through the use of existing housing stock.* By making more efficient use of existing housing inventory, the Home Sharing Program creates new affordable housing opportunities for low-income individuals, families, and seniors in Portola Valley, and throughout San Mateo County.
2. *Our thorough and in-depth matching process.* Clients begin the home sharing process by completing a detailed application. This increases their chances of being matched in appropriate and compatible living arrangements. After completing the application, program staff follow up by interviewing the client and establishing their specific needs, after which staff carry out local reference and background checks. Once clients are matched, staff bring both parties together to help them outline their expectations and agree on rights and responsibilities. This information is then documented in a Living Together Agreement, which is signed by both the Home Provider and the Home Seeker.

3. *Creative and unique solutions for clients.* Home Sharing staff will periodically arrange a Reduced Rent Exchange, in which one person completes light household chores such as cooking, cleaning, and companionship for seniors and/or people with special needs, in exchange for reduced rent.
4. *Ongoing client services and support.* One of the special features of HIP Housing's Home Sharing Program is that the process does not end once clients have been matched. Each and every client that we serve is unique, and so are their individual needs. With this in mind, our program staff provide ongoing support to all clients. Prior to the COVID-19 pandemic, matches involving seniors were typically contacted every three months, while others involving non-seniors were contacted twice a year. Throughout the course of the pandemic, program staff have been checking in much more frequently with matched clients, and have also started providing technical support and client mediation to those matches in need of these services. As a result of this incredibly thorough and in-depth process, the average home sharing match lasts more than three years (a statistic which has held steady through the pandemic), while others last between five and twenty years.

This unique and innovative program is the only home sharing program in San Mateo County, and one of the largest in the nation. The program is also one of the few sources of readily available affordable housing in San Mateo County today. Through the years, HIP Housing's Home Sharing Program has evolved to become a critical resource for people of all ages and backgrounds, who are struggling to find a decent, stable, and affordable home, or trying to remain in their existing affordable housing.

#### **Directly Addressing the Needs of Residents in the Town of Portola Valley**

Access to stable and affordable housing is increasingly understood to be a critical determinant of success in life, affecting health, access to education, and the opportunity for economic mobility. HIP Housing's Home Sharing Program uses existing housing inventory in the Town of Portola Valley more efficiently, which not only increases affordable housing opportunities in Portola Valley, but also:

- Preserves Portola Valley's thriving and diverse community.
- Enables struggling renters to avoid displacement and remain in their existing affordable housing.
- Helps low-income individuals find a stable and affordable place to live that is close to work, their children's school, and their family support network.
- Enables Portola Valley's workforce to find sustainable residency in and around the Town of Portola Valley.
- Allows seniors and people with special needs to remain living independently in their own home.

HIP Housing's Home Sharing Program reduces housing costs significantly for both the Home Provider and the Home Seeker, while also promoting independence and providing security and companionship for those with special needs.

Below, you will find the FY 2019-2020 statistics for the Home Sharing Program in the Town of Portola Valley. Please note that the number of clients served by the program in FY 2019-2020 is lower than normal as a result

of the pandemic (the affected statistics are denoted by a \*). We fully expect these numbers to rise to their normal levels once the COVID-19 vaccine has been widely distributed and rent and eviction moratoriums lift.

*In FY 2019-2020 in the Town of Portola Valley, our Home Sharing staff:*

- Provided housing information and referrals to 6 individuals who live and/or work in the Town of Portola Valley.\*
- Interviewed, screened, and provided housing assistance to 2 individuals who live and/or work in Portola Valley.\*
- Provided \$61,000 in Emergency Relief Fund grants to Home Sharing clients across San Mateo County in need of rent assistance and/or money for groceries and other basic necessities as a result of income lost due to the pandemic.
- Before finding a housemate through the program, Home Sharing clients in San Mateo County spent an average of 32% of their income on housing. After matching with a housemate, they reduced their housing costs to an average of 29% of their income.

Every day, HIP Housing's Home Sharing Program strives to make San Mateo County a great place for everyone to live, work, and thrive, regardless of their income. We would like to introduce you to two Home Sharing clients whose lives have been impacted by our Home Sharing Program. Meet Mary and Joan:

*Mary is one of HIP Housing's newest Home Providers in South San Francisco. One day, while driving on Highway 101 near Whipple Road in Redwood City, Mary saw HIP Housing's billboard. She had been thinking about renting out a room in her home and, after she saw the billboard a second time, she said, "I think it's a sign for me to call HIP Housing!"*

*We introduced Mary to a Home Seeker named Joan, who had been living in South San Francisco and needed to find new housing because her landlord had decided to sell the property. As a teacher in South San Francisco, Joan was thrilled to find a new home sharing arrangement close to her job. This new match reduced Joan's housing cost to 24 percent of her income.*

This innovative program maximizes existing housing stock to provide affordable housing opportunities to low-income individuals, seniors, and families in the Town of Portola Valley, who are searching determinedly for a stable and affordable place to live. Portola Valley is their home; they are vital members of the Portola Valley community, and they want to stay in the community they have known all their lives.

In addition to serving Portola Valley through our Home Sharing Program, HIP Housing's Self Sufficiency Program and Property Development and Management Division also provide vital housing opportunities to residents.

- The Self Sufficiency Program provides housing scholarships and intensive trauma-informed case management to low-income parents and emancipated foster youth who are in school to increase their earning power and become financially independent within one to six years. The program currently serves 159 people (86 adults and 73 children) across San Mateo County.

- The Property Development and Management Division expands the affordable housing stock available throughout the County. By partnering with local municipalities, private funders, banks, and other institutions, we are able to purchase and rehabilitate multi-family residential properties and then rent them at below-market rate rental prices to our income qualified clients. HIP Housing owns and/or manages 412 affordable housing units throughout San Mateo County, which provide stable and affordable housing to 656 low-income individuals.

### **Number of Individuals to Be Served by FY 2021-2022 Town of Portola Valley Funding**

HIP Housing's Home Sharing Program is needed now, more than ever, because it directly addresses the needs of low-income individuals, seniors, and families in Portola Valley who, if displaced, may be forced to leave the Bay Area completely in search of more affordable housing. With your support during FY 2021-2022, our dedicated Home Sharing staff will:

- Interview, screen, and provide housing assistance to 3-5 individuals who live and/or work in Portola Valley.
- Match 1-2 individuals who live and/or work in Portola Valley in new, affordable home sharing arrangements.
- Provide follow-up and support services to 1-2 Portola Valley residents matched in previous years.
- Offer housing information and referrals to 3-5 individuals living in Portola Valley who contact our agency for help.

Because the COVID-19 pandemic is ongoing, we are projecting that the number of clients we serve in Portola Valley in FY 2021-2022 will be lower than in past years. Many of our Home Providers are elderly, and are reluctant to onboard new Home Seekers until the COVID-19 vaccine is widely distributed. Also, many current and potential Home Seekers are unwilling to begin a new home sharing match at this time due to standing rent and eviction moratoriums. We expect that the number of clients our Home Sharing Program serves will rebound once the moratoriums lift and many more people are vaccinated.

It is our sincerest hope that the Town of Portola Valley will continue to support this vital program in FY 2021-2022 as San Mateo County recovers from the pandemic, and help make Portola Valley a great place where everyone can live and work.

### **Evaluating the Home Sharing Program**

The Home Sharing Program is evaluated based on the following criteria:

- Number of clients served, intake calls, households served, and referrals provided
- Number of clients placed in affordable home sharing arrangements, and the income level of clients
- Affordability of housing for clients, measured by the percentage of income spent on housing
- Length of time a client remains in a home sharing arrangement

HIP Housing maintains a database of all clients served and placed in shared housing arrangements. The information tracked includes: income, municipality name, race/ethnicity, disability, number of people in household, need for housing resource, age, etc. We also track information about housing resources, affordable housing waitlists, and other housing opportunities.

To effectively measure the difference that HIP Housing's Home Sharing Program makes in the lives of those we serve, staff closely monitor and assess the program. Prior to the pandemic, clients were contacted three months after being matched in a home sharing arrangement, for follow-up and to find out if any additional services are needed. We now reach out sooner. This was, and is, especially important for home sharing matches involving seniors. Additionally, Home Sharing staff contact all matched clients to track the length of the home sharing arrangement, and to ensure that both parties are happy with their home sharing situation.

Over the course of the pandemic, a number of our Home Sharing clients have reached out to staff to request mediation services for their match. Because of shelter-in-place orders and remote work, matched clients have found that they need help resolving issues around rent payments, utility costs, privacy, and boundaries. All of our Home Sharing staff have been trained in mediation through a collaboration with the Peninsula Conflict Resolution Center, and they have been able to work with matched clients to resolve a wide variety of concerns, thus keeping clients matched and preventing displacement during the pandemic. Program staff have also stepped up to provide technical support to our older clients who, prior to the pandemic, did not have an email account or had never used Zoom or Google Meet.

#### **Home Sharing Program Community Outreach Activities Targeting Portola Valley**

- We placed ads for our Home Sharing Program in *The Almanac*. Articles about our agency were also featured.
- We provided flyers with information about Accessory Dwelling Units (ADUs) to the Town of Portola Valley Planning Department.
- We distributed our popular HIP Housing calendars to city staff, city councils, and local community groups across San Mateo County.
- We presented information about our Home Sharing Program to San Mateo County employees and the Commission on Aging, and at the *Daily Journal's* Senior Showcase.
- We posted information pertinent to Portola Valley residents on Nextdoor, Craigslist, Patch, and Instagram.

HIP Housing will continue to focus on expanding our in-person and virtual outreach activities in the Town of Portola Valley during FY 2021-2022, to ensure that those in the greatest need learn about our programs and have the opportunity to receive the direct assistance they may need to prevent homelessness, avoid displacement, and continue to live independently in their own homes.

## **Countywide Home Sharing Program Community Partnerships and Collaborations**

HIP Housing's Home Sharing staff never stop looking for ways to improve our program and to make our program activities more meaningful for our clients. Below are some of the organizations that we partner with to help us better serve our communities.

### *Home Sharing Program community partnerships:*

- Bay Area Home Sharing Collaborative – Home sharing programs based in the Bay Area meet monthly to network and share information.
- California home sharing programs – Home sharing programs from across California meet bimonthly to network and share information.
- Doelger Senior Center (Daly City) – Prior to the pandemic, Home Sharing staff worked onsite 2 days a week, interviewing clients. We continue to collaborate with staff remotely.
- Eastside Preparatory School (East Palo Alto) – We host an Eastside Prep student through their Summer Intern Program.
- Fair Oaks Community Center (Redwood City) – Prior to the pandemic, Home Sharing staff worked onsite 2 days a week, interviewing clients. We continue to collaborate with staff remotely.
- Housing Leadership Council of San Mateo County – We are a founding member of HLC, and Home Sharing staff attend Leadership Day and participate in housing panels.
- Magnolia Senior Center (South San Francisco) – Prior to the pandemic, Home Sharing staff worked onsite 2 days a week, interviewing clients. We continue to collaborate with staff remotely.
- Peninsula Family Services – We host an intern through their Second Careers Program for Older Adults.
- Redwood City Interagency Forum – Home Sharing staff coordinate quarterly meetings.

### *Home Sharing Program client referral partners:*

- CORE Community Centers
- County of San Mateo and County Office of Education
- County resources for anyone with COVID-19 or needing information about COVID-19
- Housing Authority and Human Services Agency of San Mateo County
- Rebuilding Together Peninsula
- Safe Harbor Shelter
- San Mateo County senior centers
- Sequoia Hospital

- [smchousingsearch.org](http://smchousingsearch.org)

The Home Sharing team also collaborates with social service organizations locally and nationally, ensuring that other communities have the opportunity and resources to start a home sharing program of their own. In 2020, we provided technical assistance to Hand Across Time New Mexico, Jewish Family and Career Services of Atlanta, Kern County Aging and Adult Services, New York City Department on Aging, Oregon Harbor of Hope, and Tucson Home Sharing. Shared home sharing resources and technical assistance include:

- HIP Housing's Home Sharing Program policies and procedures
- Outreach strategies
- Templates of client application forms and documents
- A customized home sharing database designed to collect demographic information and generate funding reports, housemate referrals, and matches

Our dedicated staff are committed to partnering and collaborating with agencies throughout the County, and this interagency commitment is demonstrated through funding support, client referrals, and the sharing of resources.

### **HIP Housing's Capacity and Experience**

HIP Housing is continuing to increase our agency's earned income, while also creating new affordable housing opportunities for our clients. This approach has sparked some exciting opportunities across the County for our agency, including:

1. Implementing inclusionary policies by helping developers and property owners comply with local ordinances. Inclusionary zoning is a policy that requires that a share of all housing developments be affordable to low-moderate income households. In 2015, the California Supreme Court unanimously upheld a San Jose inclusionary law requiring housing developers to set aside some units with below market rate (BMR) rents. Since then, many multifamily property owners and developers have not followed the policy, and many are out of compliance. Under the guidance of the Compliance and Business Development Manager we hired in 2020, this project targets jurisdictions, owners, and managers with inclusionary zoning units that are out of compliance, as well as new developers that have inclusionary zoning requirements. For a fee, HIP Housing's Property Development and Management Division provides BMR housing compliance services to developers and property owners, ensuring that all BMR units are in compliance with local affordable housing ordinances.
2. Establishing the HIP Housing Accessory Dwelling Unit (ADU) Pilot Program. Second units, also known as ADUs, are an innovative, affordable, and effective option for adding much-needed affordable housing in San Mateo County. They can be attached to a house, be a second story on a garage, or be a converted garage or standalone building. To encourage homeowners to construct second units on their property, municipalities and counties are offering loan programs, fee waivers, or tax credits to offset the cost of new construction or renovation. HIP Housing works with the municipalities and County of San Mateo to provide information about and encourage the construction of ADUs, so that ADU owners can rent their second unit to vital members of the local workforce, including school teachers, hospital staff, nonprofit workers, retail and service industry employees, and others who struggle to afford rent in our community.

3. Participating in the Home for All San Mateo County Initiative. As an active member of this collaborative, HIP Housing works to further the County's housing agenda by implementing programs that support the key areas of inclusionary zoning, ADUs, and home sharing. By expanding our Home Sharing Program and Property Development and Management Division, we are working to preserve the integrity of units created by inclusionary zoning and maximize ADUs as usable affordable units, while also increasing earned income to fund our programs.
4. Participating in an ongoing partnership with Greystar on a 100% affordable housing development project of 39 units in Redwood City, with a 25% preference for disabled households.
5. Participating in an ongoing partnership with Eden Housing to expand a six-unit property we currently own in San Carlos to a thirty-unit property.
6. Purchasing a fourteen-unit property in Menlo Park which, once completed, will place affordable housing on the west side of Highway 101.

Without question, HIP Housing possesses both the capacity and the experience to directly address the challenges facing low-income individuals and families throughout San Mateo County today, and is uniquely positioned to make a profound impact on solving our County's affordable housing problem. Our dedicated team will continue to adapt, evolve, and modify our activities as needed, in order to better meet the needs of the people we serve.

### **Conclusion**

San Mateo County's affordable housing crisis does not recognize municipal boundaries. The housing demand and supply in one city, affects and is affected by neighboring cities. HIP Housing's goal is that every city and town in the County of San Mateo, whose residents benefit from our agency's programs and services, will partner with us and actively participate in our organization.

HIP Housing therefore respectfully requests a grant of \$3,000 from the Town of Portola Valley to support the activities of our Home Sharing Program. With your support during FY 2021-2022, our Home Sharing staff will provide direct assistance to 8-14 individuals who live and/or work in Portola Valley. With the Town of Portola Valley as our partner, our agency will continue to provide creative and affordable housing solutions that positively impact the lives of Portola Valley's residents, so that Portola Valley can be a great place for everyone to live, work, and thrive.

On behalf of the entire HIP Housing team, our Board of Directors, and the clients we serve, thank you for your past support and for your kind consideration of this funding request.



Housing Endowment and Regional Trust

2905 S El Camino Real  
San Mateo, CA 94403**Invoice**

| Date     | Invoice # |
|----------|-----------|
| 7/1/2021 | 615       |

| Bill To   |
|---|
| Jeremy Dennis<br>Town of Portola Valley<br>765 Portola Road<br>Portola Valeey, CA 94028 |

| P.O. No. | Terms | Project |
|----------|-------|---------|
|          |       |         |

| Quantity | Description                                  | Rate         | Amount     |
|----------|--|--------------|------------|
|          | Membership Dues July 1, 2021 - June 30, 2022 | 1,432.00     | 1,432.00   |
|          |  | <b>Total</b> | \$1,432.00 |



May 11, 2021

Jeremy Dennis  
Town Manager  
Town of Portola Valley  
765 Portola Rd  
Portola Valley, CA 94028-7205

Dear Dennis,

Thank you for your leadership and commitment to affordable housing in San Mateo County. **We are writing to inform you of the opportunity to renew your organization's membership for \$600.** Our records show your membership is about to expire.

This past year has brought uncertain times with the ongoing pandemic and tumultuous outcome of the election. The Housing Leadership Council (HLC) had to adapt our organizing strategies and advocacy. We at HLC recognize that our success is only possible with the support from people like you at Hello Housing, and therefore was able to:

- **Pass Measure RR** and save Caltrain
- **Extend the eviction moratorium** in San Mateo County
- Lobby for the approval of **4,105 new homes**
- Host our **first virtual events** - Affordable Housing Week and Housing Leadership Day

We have a lot planned this year and believe that by shifting policies, we can change the trajectory of development in the County for decades to come. Will you continue to help us along the way?

You can help our efforts by renewing your membership or making a contribution today:

- **Online** at [hlcsmc.org](http://hlcsmc.org)
- **Mail a check** to the Housing Leadership Council  
2905 S. El Camino Real, San Mateo, CA 94403

Sincerely,

Evelyn Stivers  
Executive Director

**OFFICERS**

**NICOLE TAYLOR**  
Co-Chair  
Silicon Valley Community  
Foundation

**DAVE WEHNER**  
Co-Chair  
Facebook

**RUSSELL HANCOCK**  
President & CEO  
Joint Venture Silicon Valley

**DIRECTORS**

**JOHN AITKEN**  
Mineta San Jose Int'l Airport

**DAVID BINI**  
Santa Clara & San Benito County  
Building Trades Council

**TED BOJORQUEZ**  
Union Bank of California

**DAN BOXWELL**  
Accenture

**RAHUL CHANDHOK**  
San Francisco 49ers

**RAKESH CHAUDHARY**  
Kaiser Permanente Santa Clara

**MARK DANAJ**  
City of Fremont

**GARY DILLABOUGH**  
Urban Community

**MAX DUGANNE**  
Boys & Girls Clubs of Silicon Valley

**HON. SUSAN ELLENBERG**  
Santa Clara County Board of  
Supervisors

**DAVID ENTWISTLE**  
Stanford Health Care

**JAVIER GONZALEZ**  
Google

**RAQUEL GONZALEZ**  
Bank of America

**ERIC HOUSER**  
Wells Fargo

**MICHAEL ISIP**  
KQED

**HON. RO KHANNA**  
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**JOHN AITKEN**  
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**BEN KOCHALSKI**  
TMG Partners

**MITRA MAHDAVIAN**  
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**JEAN McCOWN**  
Stanford University

**CURTIS MO**  
DLA Piper

**MAIRTINI NI DHOMHNAILL**  
Countys

**FR. KEVIN O'BRIEN, S.J.**  
Santa Clara University

**MARY PAPAIZIAN**  
San Jose State University

**MARK G. PARNES**  
Wilson Sonsini Goodrich & Rosati

**HON. DAVE PINE**  
San Mateo County

**DAVID SACARELOS**  
Seiler, LLP

**SHERRI R. SAGER**  
Lucile Packard Children's Hospital

**JARED SHAWLEE**  
San Jose Earthquakes

**ED SHIKADA**  
City of Palo Alto

**JOHN A. SOBRATO**  
The Sobrato Organization

**NEERAJ VADHAN**  
Accenture

**JOHN VARELA**  
Santa Clara Valley Water District

**VICTORIA VIRASINGH**  
Palantir Technologies

**DANIEL YOST**  
Orrick, Herrington & Sutcliffe, LLP

12 May 2021

Town of Portola Valley  
Jeremy Dennis  
Town Manager  
765 Portola Valley Road  
Portola Valley, CA 94028

Dear Jeremy :

I am writing to thank you for your support for Joint Venture Silicon Valley, and to ask you to renew your commitment for the year ahead.

The unprecedented events of the past year have starkly illustrated the needs of our community and the power of working together to address them. Joint Venture's staff and our initiatives worked with you, our member agencies, to convene stakeholders, identify issues, and deliver solutions as never before.

As we start to look ahead to the new normal, here is where we are going:

- Our **Building Back Better** Initiative is working across sectors with leaders and the community to provide coordination, research, a backbone infrastructure, and a framework to convene stakeholders for regional recovery efforts. This initiative is also tasked to provide data, mapping, and transparent reporting. Using the *Silicon Valley Recovery Roundtable* and *San Mateo County Recovery Initiative* reports as a framework, the Building Back Better initiative will identify opportunities for collaboration, track gaps in resources and leadership, and reduce overlaps.
- Our **Food Recovery** Initiative convened the Silicon Valley Food Recovery Council, and through it developed standardized food safety protocols and collaboration between organizations collecting and distributing donated prepared food to those in need. This year, Joint Venture is also focusing its attention on the Food Recovery portions of SB 1383. With this new regulation, by 2025 California will recover 20 percent of edible excess food by requiring certain businesses to donate. Joint Venture is supporting jurisdictions as they prepare to roll out these new regulations, and food recovery organizations as they begin to comply.
- The **Silicon Valley Economic Development Alliance**, comprised of economic development professionals from 25 agencies, has served as a hub to share resources and programs developed by members, as well as those from federal, state, and local partners, with the business community throughout our region. As stimulus programs roll out and policies such as eviction moratoriums expire, we continue to provide educate and promote solutions.

- Our **Civic Technologies Program** is working with providers to bring broadband to underserved communities, so that disadvantaged families can participate in distance learning. The team opened discussions with leaders at the local, state and federal level, defined approaches that could be deployed quickly, and sounded a call for relaxed regulations during the crisis.
- Our research arm, **the Silicon Valley Institute for Regional Studies**, continues to provide data and analysis to the community through research briefs and special-purpose reports on topics such as food insecurity, unemployment, and commercial space development. In addition to hundreds of publicly available charts with downloadable data, the Silicon Valley Indicators online dashboard now provides Live Updates including regional COVID data, wildfires, air quality, public company stock performance, and more. We also publish the **Silicon Valley Index**.
- **Our Beyond Gasoline** initiative is publishing annual gasoline sales volume data at the city and zip code level and hastening our region's conversion to zero-emission vehicles.

If you are interested in more information on any of our initiatives, please don't hesitate to ask me or any member of our team.

We are grateful to pursue our work in partnership with Silicon Valley's cities, and hope we can rely on your continuing support.

Appreciatively,

A handwritten signature in blue ink that reads "Russell Hancock". The signature is fluid and cursive, with the first name "Russell" being more prominent than the last name "Hancock".

Russell Hancock  
President & Chief Executive Officer

Attachment: invoice

**Joint Venture Silicon Valley**  
 84 W. Santa Clara Street  
 Suite 800  
 San Jose, CA 95113  
 (408) 298-9330

# INVOICE

**Invoice #:** 702NETportola  
**Invoice Date:** 05/12/21  
**Amount Due:** \$1,000.00

**Bill To:**

Town of Portola Valley  
 Attn: Jeremy Dennis  
 Town Manager  
 765 Portola Road  
 Portola Valley, CA 94028  
 United States

**Ship To:**

Attn: Jeremy Dennis  
 Town Manager  
 765 Portola Road  
 Portola Valley, CA 94028  
 United States

| Due Date | Terms  |
|----------|--------|
| 06/11/21 | Net 30 |

| Item         | Description  | Quantity | Price      | Amount     |
|--------------|--|----------|------------|------------|
| Revenue-City | Joint Venture Silicon Valley<br>Public Investment, Fiscal Year 2021-22 | 1        | \$1,000.00 | \$1,000.00 |

**Subtotal:** \$1,000.00  
**Sales Tax:** **\$0.00**  
**Total:** \$1,000.00  
**Payments:** \$0.00  
**Amount Due:** \$1,000.00

Make checks payable to:

Joint Venture Silicon Valley  
 84 W Santa Clara Street, Suite 800  
 San Jose, California 95113

Thank you for your prompt payment  
 501(c)3 Tax ID: 77-0389802

To pay online, go to <https://app01.us.bill.com/p/jointventuresiliconvalleynetwork>



May 11, 2021

Mr. Jeremy Dennis, Town Manager  
Portola Valley

Dear Mr. Dennis,

Peninsula Volunteers, Inc. (PVI) Meals on Wheels (501 (c)(3) tax ID # 94-1294939) is a safety net service which provides qualified, primarily homebound, seniors and adults with disabilities nutritious meals, daily human contact and safety checks, regular functional assessments, and referrals to supportive services, with the goal of preventing premature hospitalization or institutionalization. The assistance from Meals on Wheels helps older adults remain in their own homes for as long as it is safely possible.

PVI Meals on Wheels is the only provider of home delivered meals in San Mateo County (excluding Coastside and Pacifica) and has been providing home delivered meals to residents of incorporated and unincorporated San Mateo County, who can no longer shop and prepare meals, since 1977 when it first began operation. Annually we provide over **180,000 meals** to 1,100 residents of San Mateo County, whose average age is 85.

Meals on Wheels is partially funded by San Mateo County Aging and Adult Services with funds from the Older Americans Act and must adhere to the criteria set forth in the Act; therefore, meal recipients can only be requested to make a voluntary donation towards the cost of the program. The full cost of each home delivered meal is \$13.50; the county contributes \$8.50 per meal towards the cost. **A \$3,000 donation from the Town of Portola Valley will be used to help cover the unfunded portion of providing a hot, nutritious meal to homebound older adults.** Many of the meal recipients have a monthly income of \$1,200 or less and are unable to contribute to the program. Funding is needed to bridge the gap in support for this successful program.

We appreciate your consideration of donating for fiscal year 2021-22. When you are hungry nothing else matters. You help us make a difference. Thank you for your support of PVI Meals on Wheels program.

A handwritten signature in black ink that reads 'Becky Flanagan'.

Becky Flanagan, Director  
PVI Nutrition Services  
650-323-2022  
bflanagan@penvol.org



April 23, 2021

Jeremy Dennis, Town Manager  
Town of Portola Valley  
765 Portola Road  
Portola Valley, CA 94028

Dear Dennis,

We know that our cities are faced with budget challenges that require hard choices. We hope that you continue to see the value of PCRC's services, and that you will make the choice to continue to contract with us.

Last fiscal year, we did not request for an additional increase, due to the COVID-19 economic challenges. As we approach the new fiscal year, we are hopeful that our community is on the road to recovery from economic hardships. Although our future is bright, we feel it is important to extend the corresponding recommendation into the new fiscal year. Therefore, with consideration to your process of acclimating to the new normal, encroached upon us by the COVID-19 pandemic, **we will not be requesting for an additional increase.**

When state, county and city services are being reduced or restructured, PCRC is needed in the community more than ever. **PCRC's services alleviate the costs of lawsuits, police responses, and many types of calls for city services**, such as code enforcement and planning. We help relieve the burden on your already strained resources.

A few examples:

- A neighborhood dispute can lead to multiple complaints to city staff and elected officials. A referral to PCRC can help create resolution and no more calls to city hall.
- PCRC has trained over 100 public employees in facilitative leadership skills. 90% said that the information was applicable to their work. These staff will be more able to manage situations before they become HR problems.
- PCRC facilitators helped a city gather input about community priorities that will inform the City Council's budgeting process.

I believe that PCRC's services truly make a difference in our community, and I've seen it first hand. Working hand-in-hand with local government, we are making our neighborhoods safer, stronger and more resilient. I hope you will continue to be PCRC's partner. **A 2021-2022 proposed scope of work is enclosed. Please let me know if you will renew by June 1, 2021.**

Please feel free to contact me with any questions.

Best regards,

Seini A. Mateialona  
Manager of Mediation Programs & Services





## Agreement for the Provision of Community Mediation Services

The Peninsula Conflict Resolution Center (PCRC), a 501(c)(3) public benefit corporation, wishes to provide conflict resolution services for the **Town of Portola Valley (City)**.

The Peninsula Conflict Resolution Center is an independent contractor, organized in accordance with the laws of California and is capable of performing the conflict resolution services described in this agreement.

PCRC and Portola Valley agree as follows:

1. **SERVICES.** The PCRC shall provide the services described in Exhibit A, attached to and made a part of this agreement.
2. **FUNDING.** Funding by the City shall be in advance and shall be \$551.25. PCRC shall provide documentation to specify how the funds requested shall be spent, including such details as the City deems appropriate. Additional documentation may be requested by the City.
3. **CONTRACT TERM.** This contract shall commence on July 1, 2021 and shall terminate on June 30, 2022 unless terminated before that time, as described in Paragraph 6 of this agreement.
4. **PROGRAM REPORTS.** A performance report shall be submitted to the City biannually, at mid-year and year-end. This report shall include a description of all program activity related to this contract for the particular period.
5. **BREACH OF CONTRACT.** The City reserves the right to waive any and all breaches of this contract, any such waiver shall not be deemed a waiver of all previous or subsequent breaches. In the event the City chooses to waive a particular breach of this contract, it may condition said waiver on payment by PCRC of actual damages occasioned by such breach of contract. PCRC shall make every effort to resolve the breach quickly and amicably.
6. **TERMINATION.** In the event the PCRC is unable to fulfill its responsibilities under this contract for any reason whatsoever, including circumstances beyond its control, the City may terminate this contract. Either party to this agreement may terminate this contract without cause by giving 10 days written notice to the other party. If the contract is terminated, PCRC shall return a prorated amount of funding to the City.
7. **INTEREST OF PUBLIC OFFICIALS.** No members, officer or employee or agents of the City, no member of the City Council, and no other public official exercising any function or responsibility with respect to this program during his/her tenure, shall have any interest, direct or indirect, in this contract or a related subcontract or the proceeds thereof.
8. **RELATIONSHIP OF PARTIES.** It is expressly understood that PCRC is an independent contractor and that no agency, employee or other relationship is intended to be or is established by this contract.

- 9. **INSPECTION OF PROGRAM.** It is understood that periodic review of PCRC's program may be necessary and the right to do so is reserved by the City.
- 10. **ASSIGNABILITY.** PCRC shall not assign in this agreement and shall not transfer any interest in the same, without the prior written consent of the City.
- 11. **HOLD HARMLESS AND INSURANCE.** PCRC agrees (1) to hold harmless and indemnify the City and its officers and employees from and against any and all claims, loss, liability, damage and expense arising from performance of this contract, including claims, loss, liability, damage and expense caused or claimed to be caused by passive negligence of the City or its officers or employees. (2) to defend (City), its officers or employees there-against; provided however that this provision does not apply to claims, loss, liability, damage or expense arising from (a) the sole negligence or willful misconduct of (City) or (b) the active negligence of (City).

General liability and automobile liability insurance shall provide the following minimum benefits: (1) general liability, including comprehensive form, personal injury, broad form property damage, contractual and premises / operation in limits of \$1,000,000 aggregate, bodily injury and property damage combined; (2) automobile liability in limits of \$1,000,000, bodily injury and property damage combined. Additionally, workers compensation insurance in at least the minimum statutory amounts shall be maintained. All liability insurance policies shall specify (City), its elective and appointed boards, commissions, officers, agents and employees as additional insured. A certificate of insurance shall be provided to (City) prior to performance pursuant to this contract. It shall include policy endorsement verifying City's additional insured status. Further, any changes in insurance, required herein must be approved in writing by the City Attorney's Office.

12. **NONDISCRIMINATION.**

**General:** No person shall, on the basis of race, color, national origin, religious affiliation or non affiliation, marital status, medical condition, sex, age, handicap, sexual orientation or political affiliation be excluded from participation in, be denied the benefits or be subjected to discrimination, under this agreement.

**Employment:** PCRC shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluation and management relations, for all employees under this agreement. PCRC's personnel policies shall be made available to the City upon request.

- 13. **PROJECT REPRESENTATION.** PCRC and the City hereby designate the following agents to act as project representatives and receive all notices in the matters dealing with the performance of work, under this agreement.

PCRC: Malissa Netane-Jones, Managing Director of Initiatives & Services

CITY: Jeremy Dennis, Town Manager

- 14. **DISPUTE RESOLUTION.** In the event that differences relating to this contract, or to the relationship between the contracting parties, should arise during the term of this agreement, both parties will pursue resolution using an interest-based, non-adversarial

approach and utilizing the services of a neutral third-party mediator if direct negotiations are not successful.

15. **ADDITIONAL PROVISIONS.** Additional provisions, if any, are contained in Exhibit A, attached to this document.

In witness thereof, this agreement has been duly executed by the parties named above.

PENINSULA CONFLICT RESOLUTION CENTER  
1670 South Amphlett Blvd, Ste. 115  
San Mateo, CA 94402  
(650) 513-0330

By \_\_\_\_\_ Date \_\_\_\_\_  
Malissa Netane-Jones, Managing Director of Initiatives & Services

Town of Portola Valley  
Jeremy Dennis, Town Manager  
765 Portola Road  
Portola Valley, CA 94028

By \_\_\_\_\_ Date \_\_\_\_\_

## EXHIBIT "A"

I. **What PCRC will provide**

Services to be provided to the Town of Portola Valley through this contract are described below.

A. **Information Services**

All of the services in this category are unlimited and free of charge.

- 1) **Information and Referral:** A resource person is available by telephone, to assist residents who have specific questions relating to a conflict. Through this conversation the resident may clarify issues of concern, be given specific information about common practices related to their issue of concern and receive a referral to an appropriate agency/resource.
- 2) **Information and Assistance:** A resource person assists the concerned caller to de-escalate feelings, clarify issues and underlying needs, develop possible solution options, and begin to design an approach to dispute resolution.
- 3) **Promotion of Use of Conflict Resolution Services:** PCRC staff and volunteers will make presentations and develop press releases and media coverage. PCRC will provide brochures and other printed materials to be kept in public areas where community members are likely to seek resource information.

B. **Mediation Services for Individuals**

Some services in this category have a modest fee (see below).

- 1) **One Party Assistance:** A resource person assists a party to a dispute to think through a conflict situation, including clarifying issues and interests of involved parties, exploring approaches to dealing with the situation and solution options and assisting with the selection of an approach to resolution.
- 2) **Conciliation:** Conciliation is the resolution of a conflict through the intervention of a neutral third party, without the disputing parties coming together in a face-to-face mediation. A case development process, involving contacts with both/all-involved parties, is initiated and during that process, a resolution of concerns is achieved, to the satisfaction of the involved parties.
- 3) **Mediation:** Mediation through PCRC involves a face-to-face meeting between disputing parties. With the assistance of a panel of trained volunteer mediators, parties work through a non-adversarial problem-solving process and attempt to develop a mutually acceptable resolution to the issues of concern. There is a two-fold focus: development of a satisfying and durable agreement and, when appropriate, the preservation of an effective relationship. If a mediation is scheduled, each party is asked to pay \$30.

Through this contract, the City is subsidizing the provision of private mediation services to those who reside or work in the City. These services assist with conflict situations between *individuals*. The types of conflicts may include: landlord/tenant disputes, issues between two neighbors (either owners or renters), consumer disputes, roommate problems, conflicts between friends, plus some domestic or family issues.

PCRC also provides mediation services in more complex situations that involve multiple parties and/or multiple issues. For example: workplace disputes; intra- or extra-organizational conflicts, multi-neighbor disputes or public controversies. See C. Additional Conflict Resolution Services.

### C. Additional Conflict Resolution Services

PCRC can provide variety of services, described below. These services are available at additional cost. PCRC's standard fee schedule is available upon request.

- 1) **Training:** PCRC offers orientations to city staff about the mediation program and its services as part of the basic contract. In addition, PCRC can train groups in theory and practice of interest-based conflict management, negotiation, communication, and facilitation skills. Training sessions are tailored to the particular needs of the group and have proven useful to city departments heads, front-line staff, commission members, workplace teams, community service providers as well as other groups.
- 2) **Conflict Assessment/Consultation:** PCRC can assist cities, as well as local community organizations and other groups, to assess specific conflict situations, analyze concerns of stakeholders and develop strategies for pro-active and interest based conflict resolution. The conflict assessment process usually involves PCRC contacting stakeholders to gather input and provide information about conflict resolution options. An assessment report can be prepared and provided to the client.
- 3) **Mediation Services for Complex Situations:** PCRC's staff and volunteers provide the same high quality of mediation services in multi-party, multi-issue, complex disputes as we do for individual disputes. This requires a more advanced level of mediation training and experience and more a more intensive preparation process.

**Examples of complex mediation situations include:** workplace conflict between supervisor and supervisee; workplace issues affecting a whole team; a neighborhood issue involving multiple households; a public controversy in which the City or other institution is involved.

- 4) **Conflict Resolution System Design:** PCRC assists organizations in building internal conflict resolution capacity, i.e. the development of policies and procedures for interest-based dispute prevention and early resolution. This service is tailored to the unique needs of the individual group, but is based on recognized and proven design principles.
- 5) **Design and facilitation of Community Forums, Public Conversations, Dialogues:** Through its Community Engagement and Facilitation Programs, PCRC has developed expertise in managing public discussions. Working with local representatives, PCRC assists with the design and facilitation for a wide variety of group sessions in which members of the public are encouraged to participate in dialogue about issues that affect the health and well-being of the community.
- 6) **Facilitation for Committees, Departments, Councils:** PCRC will assist with the design and facilitation of all types of meetings for elected, appointed and civic groups.

- D. **Administration of a Community Mediation Program:** In collaboration with the contracting city, PCRC will administer a mediation program responsive to the needs of the community. PCRC may solicit input from city staff about unique areas of concern to a city and appropriate approaches to program implementation, improvement and promotion.
- E. **Recruitment and training of community volunteers:** PCRC will develop and maintain a pool of trained volunteer mediators, case developers and facilitators to serve the conflict resolution needs of the community. These residents of local communities will become skillful in the interest-based approach to conflict resolution. PCRC volunteers complete a minimum of 25 hours of training, according to regulations that govern programs receiving support from the California Dispute Resolution Trust Fund.

PCRC also offers on-going skill development opportunities to volunteers to improve and enhance their conflict resolution skills. These volunteers will also serve as ambassadors in the community, promoting the ideas of interest-based conflict resolution.

## II. **What the Town of Portola Valley will provide:**

- A. Funding in the amount of \$551.25 for Fiscal Year 2021-22. This fee is payment for the services defined above. Payments will be made upon receipt of invoice.
- B. Support for the program from city officers and staff members, demonstrated through public statements, publicity, and referrals through city departments.
- C. At least one article or ad placed in a city run publication to promote the use of PCRC services among residents and businesses in the city. A PCRC staff person is available to work with a city contact person to develop this material.
- D. Assistance in scheduling appointments for PCRC representatives to make outreach presentations to groups of city staff, civic organizations and other relevant groups.
- E. No cost use of city-controlled public meeting space, as needed and as available, for training sessions, meetings and mediations. This use will be subject to the existing rules and regulations that govern the use of these spaces.

## III. **Agreement by both parties, *in concept:***

Both PCRC and the City recognize that this is an ongoing program. If the Community Mediation Program meets the terms of this agreement to the City's satisfaction, and in the absence of unexpected financial constraints, it is expected that the City will consider funding the Community Mediation Program, on an annual basis, as negotiated between the two parties.



**Sustainable San Mateo County**  
Economy. Equity. Environment.

2955 CAMPUS DRIVE, #110, SAN MATEO, CA 94403

ADVOCATE@SUSTAINABLESANMATEO.ORG

WWW.SUSTAINABLESANMATEO.ORG

**BOARD OF DIRECTORS**

May 14, 2021

**CHAIR**

Terry Nagel

**VICE CHAIR**

Robert Whitehair

**SECRETARY**

Seamus Murphy

**TREASURER**

Barbara McHugh

**MEMBERS**

John Crowell

Verónica Escámez

Valerie Fox Carlos

Kirsten Keith

Georgi LaBerge

William Schulte

Jeremy Dennis, Town Manager  
Town of Portola Valley  
765 Portola Rd.  
Portola Valley, CA 94028

Dear Mayor Derwin and Portola Valley Town Council Members:

Thank you again for the Town of Portola Valley's past contributions to Sustainable San Mateo County. Enclosed is our invoice for support during 2021-22. Due to decreased donations because of the COVID-19 situation, we are more dependent than ever on your help to continue working toward a sustainable future for everyone in our county – and your town!

Sustainable San Mateo County (SSMC) is an independent 501(c)(3) nonprofit organization that has been engaging local residents and leaders in advancing sustainability since 1992 – almost 30 years! We are not affiliated with or funded by the county's Office of Sustainability, and we depend on Portola Valley and our local cities for support.

We work with local residents, government, businesses and community organizations to stimulate engagement on the "three E's of sustainability": reducing our environmental footprint, stimulating long-term economic growth and promoting social equity. Together, we are making a positive impact. Our notable achievements during 2020 can be seen in our Annual Impact report, posted on our website: <https://sustainablesanmateo.org/sustainability-resources/publications/> and in the enclosed 1-page infographic.

In addition to helping cities measure their sustainability progress through our Indicators Reports and Dashboard, and celebrating local sustainability heroes via our annual Awards Program, our vision is to help advance sustainability in San Mateo County by sharing and encouraging adoption of sustainability policies and practices that have proven successful elsewhere.

The minimum amount that SSMC needs to cover the cost of providing our annual Indicators Report and ongoing policy updates to Portola Valley is \$5,000. Belmont, Brisbane, Menlo Park, San Carlos, San Mateo and South San Francisco all supported us at this level in 2020. We hope Portola Valley will, too, so that we can continue this important work.

Thank you again.

Yours sincerely,

Christine Kohl-Zaugg  
Executive Director



**EXECUTIVE DIRECTOR**

Christine Kohl-Zaugg

**STAFF**

**Executive Assistant**

Marjory Matic

**FOUNDERS**

Marcia Pagels

Ruth Peterson



|  |   |
|--|---|
| <p style="text-align: center;">Request for Support<br/><b>Town of Portola Valley</b><br/><i>Sustainable San Mateo County FY 2021-22</i><br/><b>Amount Requested: \$5,000</b></p> | <p style="text-align: center;">Sustainable San Mateo County<br/>2955 Campus Drive #110<br/>San Mateo, CA 94403<br/>Contact: Christine Kohl-Zaugg, Executive Director<br/>Ph: 650-918-1992<br/>Email: <a href="mailto:christine@sustainablesanmateo.org">christine@sustainablesanmateo.org</a></p> |
|--|---|

**Sustainable San Mateo County (SSMC) is requesting support for its programs for Fiscal Year 2021-22.** Our goal is to have 100% participation from our cities and towns in financially supporting our programs – and we are almost there! These programs are geared toward accelerating and enabling a vibrant and healthy San Mateo County for generations to come. Please note that we depend upon our cities and towns’ financial contributions to allow us to continue to serve you and your residents. SSMC is not affiliated with the San Mateo County Office of Sustainability. We thank the Town of Portola Valley for its important, past and ongoing financial support and partnership. We respectfully ask you to please consider funding us at the full requested level, given the unprecedented times we’ve all had to contend with. This will allow us to continue to share best-in-class solutions of sustainability programs, practices and ordinances that will help guide your town toward a sustainable future. Last year’s fires and other hardships have clearly shown that sustainability can no longer be considered a “luxury”. In fact, fully embracing sustainability is the only path forward if we want to retain the quality of life we’ve been accustomed to. This holds true for the entire County of San Mateo – including the Town of Portola Valley. SSMC’s intentional focus to look at the “3Es” of social equity, environmental impacts and a green economy and its recognition that all three areas need to be addressed concurrently in order to have true sustainability is unique in the ecosystem of local environmental nonprofits.

**Organizational Overview**

Active for almost 30 years, SSMC is an independent nonprofit organization dedicated to stimulating positive community action on economic, environmental and social equity issues (the three “E’s”) for our county. Historically, SSMC has been doing this by providing accurate, timely, empowering and accessible data, statistics and information.

SSMC’s core programs, the Indicators Report and the annual Sustainability and Green Building Awards, provide information and inspiration to drive sustainability in San Mateo County at the local level. Both programs have been in place for well over 20 years and provide each city and town in San Mateo County with metrics on local trends impacting our economy, environment, and society. New this year, we are launching the Dashboard project, which will help Portola Valley’s leaders assess their progress and craft sustainability goals based on the town’s specific sustainability metrics and needs. It will also publicize stories about Portola Valley’s success. Our Indicators Report key indicator for 2021 is “Jobs and Housing”.

SSMC will continue to partner with local government and a wide range of community organizations to promote sustainable policies and practices, such as the RICAPS program, Peninsula Clean Energy, Thrive, the FFBSV on reach codes, SAMCEDA and the Spare the Air Resource Team. In addition, we are excited to report that the Sustainability Ideas Bank continues to be developed and expanded. The Sustainability Ideas Bank’s goal is to share successful, scalable, cost effective and easy-to-replicate examples of impactful sustainability measures, ordinances, and policies that local jurisdictions and businesses can adopt to drastically accelerate sustainability. Our Happy Hours, launched as a response to the pandemic to bring the community together, will continue to be offered monthly free of charge to all residents. These Happy Hours allow residents to stay connected around timely topics, including: low-carbon food systems (in May 2021), sustainable transportation (April 2021) and local governments’ updates on the sustainability front (March 2021). Invited guest speakers, who are experts in the specific topic discussed each month, kick-start the discussion and we typically hold a fun round of trivia questions – where everyone learns something. An overview of the impact our organization has on the ground and the results we obtain can be seen in our 2020 Annual Impact report at: <https://bit.ly/SSMCAnnualReport2020> and in the 1-page summary infographic which is part of this package.

**Staffing**

Currently, SSMC has a full-time Executive Director and a part-time Executive Assistant, with plans to hire a part-time Strategic Data Analyst to help with the Indicators Report and other sustainability tracking and measuring programs (e.g. the Dashboard Project). SSMC's board of directors includes ten leaders with experience in government, education, law, tech, transportation and nonprofits. In addition, we benefit from a robust advisory council. Both the board and the advisory members are actively involved with the organization. There are approximately 30 volunteers actively working on various SSMC committees. These committees include: Indicators Report, Communications, Fundraising, Happy Hour and our annual Awards Celebration. Many volunteers have been involved with the organization for a long period of time. In fact, some have volunteered with our organization since its very inception. Volunteer projects have also been coordinated with students from Stanford, Notre Dame de Namur and San Jose State Universities, as well as occasionally with local high schools. We continue to involve students whenever possible; other volunteers come from agency partners and the community at large. This summer, we are excited to have three Stanford students and a few Nueva High School students join us as interns. They will be working with us on the Sustainability Ideas Bank and Indicators Report programs, and will also assist us on communications and, possibly, data base development.

**Who We Serve**

Sustainable San Mateo County's work is intended to serve the entire population of San Mateo County, close to 800,000 individuals. The information it provides is used by residents, researchers and leaders in government, business and the non-profit world. Over the past few years, the Indicators Report has been distributed to the Portola Valley Town Council, city staff and commission members, the Chamber of Commerce, library, and other local non-profit agencies. We estimate that we reach 5,000 people annually through the distribution of Executive Summaries, our online report, and events such as our Awards Dinner, workshops, and booths at local fairs and festivals. Our newly redesigned website receives more than 20,000 hits per year, and thousands of local participants subscribe to our email newsletter, mailing list and social media sites or connect with us through in-person presentations and events. To ensure that SSMC stays relevant and continues to offer high-quality useful programs to the cities it serves, we request frequent feedback from key stakeholders. Please note that we provide educational presentations to city and community groups upon request, as well as letters of support for programs whose goals align with our mission and indicators.

**How SSMC Will Use These Funds**

SSMC will continue to track key sustainability metrics for cities in San Mateo County, especially in conjunction with its Dashboard Project. To ensure that we provide useful and actionable information, we reached out extensively to all the cities' and towns' sustainability managers to incorporate their feedback. Our vision going forward is to continue to further expand this by also sharing best-in-class examples of easy-to-replicate sustainability practices and policies by other cities, counties, and businesses. Our goal is to empower our local governments to make the biggest and most positive impact possible in addressing critical sustainability areas. We strive to provide an integrated set of tools and solutions to our towns and cities to help them successfully implement these changes. SSMC will help local cities and the county assess their progress and craft sustainability goals based on input from community forums and interviews with local leaders. It will then publicize these local stories of success in the media and at public events to amplify their impact. Funds received will help support a contract, part-time staff person to coordinate volunteer researchers, writers, graphic designers, printing and dissemination of reports. In addition, these funds will help cover the costs of community meeting venues and materials, publicity, and outreach.

**Our Primary Sources of Funding**

San Mateo County and local cities are the primary sources of funding for our research. Additional organizational support comes from foundations, corporate grants and individual donors.

**Benefits to Your Organization**

Many elected and appointed officials, as well as non-profit and business leaders have told us of the value and usefulness of SSMC's contributions in helping them do their job. Our Indicators Report is used to understand local conditions and trends, and to provide data to demonstrate the need for programs, services and/or policies that can help to address the issues identified. You are encouraged to reference findings from our reports, such as the Indicators Report, in your own presentations

or reports to highlight an area of need or make a case for a program or initiative. Charts and graphs are downloadable from our website, and staff can assist you with interpreting the underlying data or questions.

Please note that we provide educational presentations to city and community groups upon request, as well as letters of support for programs whose goals align with our mission and indicators. We are always working to improve the report and encourage community members and leaders to suggest additional data points that would be helpful for us to include in future reporting.

We are grateful for the Town of Portola Valley's ongoing and long-lasting financial support. Your support is key to enabling us to continue to deliver high-quality, timely and relevant programs that foster and accelerate a sustainable future for your town's residents, organizations, and businesses. We hope you will be able to continue this investment in your community this fiscal year by approving our requested level of \$5,000 to allow us to broaden and deepen our programs and give sustainability the voice and attention it truly deserves – now even more than ever.

Thank you for your consideration.

# SUSTAINABLE SAN MATEO COUNTY 2020 AT A GLANCE

Vision: A Sustainable Future for Everyone in San Mateo County

## Key Programs

Twenty-Fourth Annual Indicators Report 2020  
Renewable Energy and Energy Efficiency



**Indicators Report**  
Measuring sustainability progress since 1997

**Awards**  
Honoring more than 150 sustainability champions since 1999



RETHINKING WASTE



**Happy Hour**  
Engaging the community via monthly virtual gatherings

**Advocacy**  
Supporting sustainability policies, ordinances & initiatives




**Sustainability Ideas Bank**  
Sharing solutions to accelerate sustainability

## 2020 Highlights

- January:* Climate & Environment Forum
- April:* Launch of first Happy Hour
- June:* Environmental Justice & Youth
- July:* 21st Annual Awards
- August:* Sustainable Investing
- October:* Indicators Report Launch



## 2021 Outlook

- ✓ Expand the Sustainability Ideas Bank
- ✓ Continue to foster partnerships with like-minded organizations
- ✓ Deliver high-impact programs yielding action-oriented results

**156**

**Award Winners**  
since 1992

**3**

**Roundtables**  
Affordable Housing  
Green Transportation  
Water Reuse

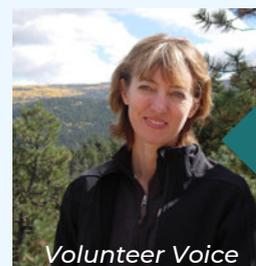
**46**

**Solutions**  
in our Sustainability Ideas Bank

**1/8**

**Cent Sales Tax**  
Advocated to save Caltrain; Measure approved 11/2020

**Revenue Stream**



"SSMC is helping to catapult the county through research and metrics towards a greener, more inclusive future for all." - Leane

"SSMC strengthens our communities by making the transition to sustainable practices and policies easier!" - Kai



**Sustainable San Mateo County**  
Economy. Equity. Environment.



# INVOICE

**Sustainable San Mateo County**  
 2955 Campus Drive, #110  
 San Mateo, CA 94403  
 Phone: 650-918-1992

| INVOICE #    | DATE      |
|--------------|-----------|
| 2021-118     | 5/12/2021 |
| FY 2021-2022 | TERMS     |
| Contribution | Net 30    |

## BILL TO

Jeremy Dennis  
 Town Manager  
**Town of Portola Valley**  
 765 Portola Road  
 Portola Valley, CA 94028

Attention: Cindy Rodas, Finance Director  
 crodas@portolavalley.net

## SHIP TO

| DESCRIPTION   | QTY | UNIT PRICE   | AMOUNT          |
|---|-----|--------------|-----------------|
| FY 2021/2022 Contribution to:<br>Sustainable San Mateo County | 1   | 5,000.00     | 5,000.00        |
| <i>Thank you for your support!</i>                            |     | <b>TOTAL</b> | <b>5,000.00</b> |

**Please make all checks payable to: Sustainable San Mateo County**

**Sustainable San Mateo County (SSMC) is a 501(c)(3) California public benefit corporation. Contributions are tax deductible. SSMC's federal tax identification number is 48-1265207.**

If you have any questions concerning this invoice, please use the following contact information:  
 Christine Kohl-Zaugg | christine@sustainable san mateo.org | 650-918-1992

There are no written materials for Council Liaison Committee and Regional Agencies Reports

There are no written materials for Town Manager Report

## **TOWN COUNCIL WEEKLY DIGEST**

**Thursday – May 13, 2021**

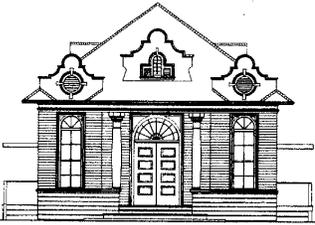
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1. Agenda – Sustainability Committee – Monday, May 17, 2021
2. Agenda – Trails & Paths Committee – Tuesday, May 18, 2021
3. Agenda – Planning Commission – Wednesday, May 19, 2021
4. Letter to Congresswoman Eshoo – Appreciation for Efforts to Ensure the Federal Communications Commission approved the Town’s ten-year AM Radio License
5. Invitation to the Council of Cities Meeting – Belmont Host City – Friday, May 28, 2021
6. [Western City Magazine – May 2021](#)

### **Attached Separates (Council Only)** *(will be mailed to your home)*

1. None



**TOWN OF PORTOLA VALLEY**  
**Special Sustainability Committee Meeting**  
**Monday, May 17, 2021 10:30 AM**  
**Special Videoconference Meeting via Zoom**

**SPECIAL VIDEOCONFERENCE MEETING AGENDA**

Remote Meeting Covid-19 Advisory: On March 17, 2020, the Governor of California issued Executive Order N- 29-20, suspending certain provisions of the Ralph M. Brown Act in order to allow for local legislative bodies to conduct their meetings telephonically or by other electronic means. Pursuant to the statewide Shelter-In-Place Order issued by the Governor in Executive Order N-33-20 on March 19, 2020, and the CDC's social distancing guidelines which discourage large public gatherings, Portola Valley Town Council meetings are being conducted electronically. The meeting is not available for in-person attendance. Members of the public may attend the meeting by video or phone linked in this agenda.

**Join Zoom Meeting:**

<https://zoom.us/j/98387530474?pwd=cTVKQURKQ1hDcXZtS2N2ZitlbTdRUT09>

**Meeting ID:** 983 8753 0474

**Password:** 754912

**To access the meeting by phone, dial:**

1-699-900-6833

1-877-853-5247 (toll-free)

*Mute/Unmute - press \*6*

*Raise Hand - press \*9*

1. Call To Order
2. Oral Communications
3. Approval of March 15, and April 19, 2021 Minutes
4. Appointment of Secretary
5. Old Business:
  - a. Updates from Maryann
  - b. Updates from Brandi
  - c. Update from Subcommittees/Review Committee Priorities
    - i. Next Steps - Blackout Protection – EV/Solar/Battery Backup/Energy Efficiency
    - ii. Climate Change Reading Discussion Group
    - iii. Smart Water Meter Implementation
    - iv. Recruit New Members
6. New Business:
  - a. Response to potential drought
  - b. Research end of life equipment replacement options
7. Date and Topics for Next Meeting
  - a. Next Meeting: June 21 at 10:30 am
8. Announcements
9. Adjournment



**TOWN OF PORTOLA VALLEY**  
**Special Trails and Paths Committee Meeting**  
**Tuesday, May 18, 2021 8:15 AM**

**Special Videoconference Meeting via Zoom**

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**SPECIAL VIDEOCONFERENCE MEETING AGENDA**

**Remote Meeting Covid-19 Advisory:** On March 17, 2020, the Governor of California issued Executive Order N- 29-20, suspending certain provisions of the Ralph M. Brown Act in order to allow for local legislative bodies to conduct their meetings telephonically or by other electronic means. Pursuant to the statewide Shelter-In-Place Order issued by the Governor in Executive Order N-33-20 on March 19, 2020, and the CDC's social distancing guidelines which discourage large public gatherings, Portola Valley Town Council meetings are being conducted electronically. The meeting is not available for in-person attendance. Members of the public may attend the meeting by video or phone linked in this agenda.

**Join Zoom Meeting:**

<https://zoom.us/j/96704213224?pwd=UXJsOEt1UEXjMVVlUXZhUjJnZWZWR6dz09>

**Meeting ID:** 967 0421 3224

**Password:** 734762

**To access the meeting by phone, dial:**

1-699-900-6833

1-877-853-5247 (toll-free)

*Mute/Unmute - press \*6*

*Raise Hand - press \*9*

1. Call to Order
2. Oral/Community Communications
  - a. Letter from Dan Quinn
  - b. Email from Kristi Corley
3. Approval of Minutes from March 15, 2021 meeting
4. Old Business
  - a. Trail Conditions, Work, and Budget for March/April 2021 – Howard Update/Discussion
  - b. Reopening of Seasonally Closed Equestrian Trails: Ellie and Susan – Update
  - c. Spring Down Resolution: Group – Discussion
  - d. Sequoia Trail: Group – Follow up Discussion
5. New Business
  - a. Formation of PV Trail Map Subcommittee: Group - Discussion
  - b. Hawthorns Area Public Access Plan: Group - Discussion
6. Other Business
  - a. Alpine Trail Subcommittee: Update
7. Adjournment



# TOWN OF PORTOLA VALLEY

7:00 PM – Special Meeting of the Planning Commission  
Wednesday, May 19, 2021

**THIS SPECIAL MEETING IS BEING HELD  
VIA TELECONFERENCE ONLY**

## SPECIAL MEETING AGENDA

**Remote Meeting Covid-19 Advisory:** On March 17, 2020, the Governor of California issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow for local legislative bodies to conduct their meetings telephonically or by other electronic means. Pursuant to the statewide Shelter-In-Place Order issued by the Governor in Executive Order N-33-20 on March 19, 2020; and the CDC's social distancing guidelines which discourage large public gatherings, Portola Valley Town Council and other public board, commission and committee meetings are being conducted electronically. The meeting are not available for in-person attendance. Members of the public may attend the meeting by video or phone linked in this agenda.

Below are instructions on how to join and participate in a Zoom meeting.

### **Join Zoom Meeting Online:**

Please select this link to join the meeting:

<https://zoom.us/j/96537179897?pwd=UzNpeFduSXh0T2theXNLVDJ5S0NRZz09>

Or: Go to Zoom.com – Click Join a Meeting – Enter the Meeting ID

**Meeting ID:** 965 3717 9897      **Passcode:** 423507

Or Telephone:

1.669.900.6833

1.888.788.0099 (toll-free) Enter same Meeting ID

\*6 - Toggle mute/unmute.

\*9 - Raise hand.

**Remote Public Comments:** Meeting participants are encouraged to submit public comments in writing in advance of the meeting. Please send an email to Laura Russell at [l Russell@portolavalley.net](mailto:l Russell@portolavalley.net) by 12:00 PM on the day of the meeting. All comments received by that time will be distributed to Commissioners and included in the public record.

We encourage anyone who has the ability to join the meeting online to do so. You will have access to any presentations that will be shown on your screen and can easily ask questions using the "raise your hand" feature when the Chair calls for them.

**7:00 PM - CALL TO ORDER AND ROLL CALL**

Commissioners Goulden, Hasko, Targ, Vice-Chair Kopf-Sill, Chair Taylor

**ORAL COMMUNICATIONS**

Persons wishing to address the Planning Commission on any subject not on the agenda may do so now. Please note, however, that the Planning Commission is not able to undertake extended discussion or action tonight on items not on the agenda.

**PUBLIC HEARING**

1. Accessory Dwelling Unit (ADU) Municipal Code Amendment for Compliance with State Law (C. Silver and L. Russell)

**NEW BUSINESS**

2. Appoint Two Planning Commissioners to Ad-Hoc Committee for the Housing Element Update

**COMMISSION, STAFF, COMMITTEE REPORTS AND RECOMMENDATIONS**

3. Commission Reports
4. Staff Reports

**APPROVAL OF MINUTES**

5. Planning Commission Meeting of May 5, 2021

**ADJOURNMENT****ASSISTANCE FOR PEOPLE WITH DISABILITIES**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Planning Department at (650) 851-1700. Notification 48 hours prior to the meeting will enable the Town to make reasonable arrangements to ensure accessibility to this meeting.

**AVAILABILITY OF INFORMATION**

Any writing or documents provided to a majority of the Town Council or Commissions regarding any item on this agenda will be made available for public inspection at Town Hall located 765 Portola Road, Portola Valley, CA during normal business hours. Copies of all agenda reports and supporting data are available for viewing and inspection at Town Hall and at the Portola Valley Library located adjacent to Town Hall.

**PUBLIC HEARINGS**

Public Hearings provide the general public and interested parties an opportunity to provide testimony on these items. If you challenge any proposed action(s) in court, you may be limited to raising only issues you or someone else raised at the Public Hearing(s) described in this agenda, or in written correspondence delivered to the Planning Commission at, or prior to, the Public Hearing(s).

# Town of Portola Valley

Town Hall: 765 Portola Road, Portola Valley, CA 94028 Tel: (650) 851-1700 Fax: (650) 851-4677

May 10, 2021

Honorable Anna Eshoo  
698 Emerson Street  
Palo Alto, California 94301

Dear Congresswoman Eshoo,

I write to express our collective thank you for your efforts to ensure that the Federal Communications Commission approved the Town's ten-year AM radio license.

The AM radio is a key component of our emergency communications system. With this new agreement, the Town's AM radio can permanently broadcast emergency information to a much wider population.

Karen Chapman and Asad Ramzalani on your staff were very attentive to the Town's needs in this regard; please extend our appreciation.

Sincerely,



Maryann Derwin  
Mayor, Town of Portola Valley

cc: Portola Valley Town Council  
Emergency Preparedness Committee



## Meeting Announcement

Friday, May 28, 2021

*Hosted by City of Belmont*

*Everyone is encouraged to attend these monthly meetings. This is a great opportunity to meet colleagues from other cities, work together on solutions for our county, get to know how other cities handle issues, make friends and helpful connections, and learn what's going on with the "big" issues we seldom have time to discuss at council meetings.*

### LOCATION:

#### Join via Zoom:

<https://smcgov.zoom.us/j/97509771303>

Webinar ID: 975 0977 1303

#### Limited in Person

Belmont Sports Complex  
500 Island Parkway, Belmont

### SCHEDULE:

5:30 pm City Selection  
6:00 pm Pick up Boxed Dinner  
6:15 pm Welcome and  
Presentation  
6:45 pm Adjourn to Belmont Open  
Space hike

Please contact Chair Sue Vaterlaus if you wish to add an item for group discussion or provide a committee report, email: [vaterlauss@ci.pacifica.ca.us](mailto:vaterlauss@ci.pacifica.ca.us)

The Belmont City Council and City Staff invite you to join us live on Zoom, with an option to grab a meal from the Belmont Sports Complex and/or join a limited capacity in-person gathering.

Meals from Heirloom Catering may be purchase for \$47.00 per person with checks made payable to "City of Belmont" and mailed to the address below:

**City of Belmont**  
c/o Jozi Plut  
One Twin Pines Lane #340  
Belmont CA 94002  
Contact: [Jplut@belmont.gov](mailto:Jplut@belmont.gov)  
650-595-7408

**Please follow this Link to order you meal:** <https://www.surveymonkey.com/r/B7H69L6>

**Program:** Belmont Parks and Open Space Master Plan presentation followed by hike in open space.

## **TOWN COUNCIL WEEKLY DIGEST**

Thursday – May 20, 2021

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1. Agenda – Architectural & Site Control Commission – Monday, May 24, 2021
2. Agenda – Woodside Highlands Road Maintenance District Residents' Advisory Committee – Tuesday, May 25, 2021
3. Agenda – Conservation Committee – Tuesday, May 25, 2021
4. Resident Request the Town Council or Town Manager write a Letter to Save the SamTrans Bus Routes in Portola Valley
5. Congratulatory Email from Terry Nagel re Peninsula Clean Energy's first Building Electrification Leader award – Honorable Mentions in the Residential Category went to Tah Mah Lah home in Portola Valley

### **Attached Separates (Council Only)**

*(will be mailed to your home)*

1. None



# TOWN OF PORTOLA VALLEY

4:00 PM – Architectural Site Control Commission Meeting  
Monday, May 24, 2021

**THIS SPECIAL MEETING IS BEING HELD  
VIA TELECONFERENCE ONLY**

## SPECIAL MEETING AGENDA

**Remote Meeting Covid-19 Advisory:** On March 17, 2020, the Governor of California issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow for local legislative bodies to conduct their meetings telephonically or by other electronic means. Pursuant to the statewide Shelter-In-Place Order issued by the Governor in Executive Order N-33-20 on March 19, 2020; and the CDC's social distancing guidelines which discourage large public gatherings, Portola Valley Town Council and other public board, commission and committee meetings are being conducted electronically. The meeting are not available for in-person attendance. Members of the public may attend the meeting by video or phone linked in this agenda.

**Below are instructions on how to join and participate in a Zoom meeting.**

### **Join Zoom Meeting Online:**

**Please select this link to join the meeting:**

<https://zoom.us/j/94285420110?pwd=cTc2MHk3MW5JbWV6STJKV1JHaENZdz09>

**Or:** Go to Zoom.com – Click Join a Meeting – Enter the Meeting ID

**Meeting ID:** 942 8542 0110    **Passcode:** 781992

### **Or Telephone:**

1.669.900.6833

1.888.788.0099 (toll-free)    Enter same Meeting ID and Passcode

\*6 - Toggle mute/unmute.

\*9 - Raise hand.

**Remote Public Comments:** Meeting participants are encouraged to submit public comments in writing in advance of the meeting. Please send an email to [planning@portolavalley.net](mailto:planning@portolavalley.net) by 12:00 PM on the day of the meeting. All comments received by that time will be distributed to Commissioners and included in the public record.

We encourage anyone who has the ability to join the meeting online to do so. You will have access to any presentations that will be shown on your screen and can easily ask questions using the "raise your hand" feature when the Chair calls for them.

## **4:00 PM - CALL TO ORDER**

### **ORAL COMMUNICATIONS**

Persons wishing to address the Architectural and Site Control Commission on any subject not on the agenda may do so now. Please note however, that the Architectural and Site Control Commission is not able to undertake extended discussion or action tonight on items not on the agenda.

### **NEW BUSINESS**

1. Architectural Review for a Site Development Permit (SDP), Landscape Improvements, Addition and Remodel, 370 Golden Oak Drive, Schtiegman, File #PLN\_ARCH0017-2020 (J. Garcia)
2. Architectural Review of an Application for an Addition and Remodel to an Existing Residence, 107 Degas Road, Bailis, File #PLN\_ARCH04-2021 (S. Avila)
3. Appointment of ASCC Member to Ad-Hoc Committee for Housing Element Update

### **COMMISSION, STAFF, COMMITTEE REPORTS AND RECOMMENDATIONS**

4. Commission Reports
5. Staff Report

### **APPROVAL OF MINUTES**

6. ASCC Meeting of May 10, 2021

### **ADJOURNMENT**

#### **AVAILABILITY OF INFORMATION**

For more information on the projects to be considered by the ASCC at the Special Field and Regular meetings, as well as the scope of reviews and actions tentatively anticipated, please contact Carol Borck in the Planning Department at Portola Valley Town Hall, 650-851-1700 ex. 211. Further, the start times for other than the first Special Field meeting are tentative and dependent on the actual time needed for the preceding Special Field meeting.

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#### **ASSISTANCE FOR PEOPLE WITH DISABILITIES**

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#### **PUBLIC HEARINGS**

Public Hearings provide the general public and interested parties an opportunity to provide testimony on these items. If you challenge any proposed action(s) in court, you may be limited to raising only issues you or someone else raised at the Public Hearing(s) described in this agenda, or in written correspondence delivered to the Architectural and Site Control Commission at, or prior to, the Public Hearing(s).



## Town of Portola Valley

Woodside Highlands Road Maintenance District  
Residents' Advisory Committee Meeting (WHRMD RAC)  
Tuesday, May 25, 2021 – 5:30 PM

Special Videoconference Meeting via Zoom

### VIDEOCONFERENCE MEETING AGENDA

Remote Meeting Covid-19 Advisory: On March 17, 2020, the Governor of California issued Executive Order N-29-20, suspending certain provisions of the Ralph M. Brown Act in order to allow for local legislative bodies to conduct their meetings telephonically or by other electronic means. Pursuant to the statewide Shelter-In-Place Order issued by the Governor in Executive Order N-33-20 on March 19, 2020, and the CDC's social distancing guidelines which discourage large public gatherings, Portola Valley Town Council meetings are being conducted electronically. The meeting is not available for in-person attendance.

Members of the public may attend the meeting by video or phone linked in this agenda.

#### **Join Zoom Meeting:**

<https://zoom.us/j/95363217099?pwd=SUUp5dGdMUJ2JuUWw1eXFtOWs5VWWhyQT09>

#### **Phone into Zoom Meeting:**

1-669-900-6833

1-877-853-5247 (toll-free)

*Mute/Unmute – Press \*6 / Raise Hand – Press \*9*

**Meeting ID:** 953 6321 7099

**Password:** 806283

1. Call to Order
2. Roll Call: Members present, absent and guests; Assign Secretary for meeting
3. Oral Communications
4. Approval of Minutes from March 23, 2021
5. Old Business
  1. Projects Schedule & Reports
    - Paving Subcommittee: Details for Upcoming Paving 6/7-6/11/21
    - Drains Subcommittee
    - Signage Subcommittee
  2. Spring Road Day: Report from 5/22-5/23/21 Activities
  3. Financial Statement
6. New Business
  1. Projects Submitted by Residents
    - a. Paving Upper Russell (BJ Hamel-112)
    - b. Bus Shelter
    - c. SOD Spraying (Toben)
7. Other Business:
  1. Complaint Regarding 120/122 Santa Maria
  2. Conservation Committee: Discussion about Dengler Trail

8. Announcements:

9. Adjournment:

Date & Time of Next Meeting



**TOWN OF PORTOLA VALLEY  
Special Conservation Committee  
Virtual Meeting  
Tuesday, May 25, 2021 – 7:00 PM**

**Special Videoconference Meeting via Zoom**

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**SPECIAL VIDEOCONFERENCE MEETING AGENDA**

Remote Meeting Covid-19 Advisory: On March 17, 2020, the Governor of California issued Executive Order N- 29-20, suspending certain provisions of the Ralph M. Brown Act in order to allow for local legislative bodies to conduct their meetings telephonically or by other electronic means. Pursuant to the statewide Shelter-In-Place Order issued by the Governor in Executive Order N-33-20 on March 19, 2020, and the CDC's social distancing guidelines which discourage large public gatherings, Portola Valley Town Council meetings are being conducted electronically. The meeting is not available for in-person attendance. Members of the public may attend the meeting by video or phone linked in this agenda

**To access the meeting by computer, click on the link below:**

<https://zoom.us/j/91738780992?pwd=Ly9EL09FVzEvRVgwN3dZdUhMeFFzdz09>

**To access the meeting by phone, dial:**

1-699-900-6833

1-877-853-5247 (toll-free)

*Mute/Unmute - press \*6*

*Raise Hand - press \*9*

**Meeting ID:** 917 3878 0992

**Password:** 828877

**SPECIAL MEETING AGENDA**

1. Call to Order  
Oral Communications: Persons wishing to address the Conservation Committee on any subject not on the agenda that is appropriately the concern of the Conservation Committee may do so now. Please note, however, that the Conservation Committee is not able to undertake extended discussion or action tonight on items not on the agenda.
2. Approval of Minutes for April 27, 2021
3. Site Permits – legal time constraints
  - a. 135 Portola Road – Fire Station #8
  - b. 627 Westridge -
4. Tree Permits
  - a. 330 Alamos - Dieter
5. Old Business
  - a. Oversight of Significant Town Owned Properties
    - i. Spring Down – Subcommittee met 3/18
    - ii. \*Town Center – Subcommittee met 3/9
      - NPS Garden Tour video link <https://www.youtube.com/watch?v=FxW3pOCgyZI>
    - iii. Frog Pond – Subcommittee met 2/18
      - Road Remnant protected by Council 4/28 (Appendix A)
        - pledges for support
      - Town mowed whole field
      - Volunteer days. Next Chipper September

- b. Committee/Town Cooperation
    - i. Public Works - Murphy
    - ii. Trails – Coleman (Appendix B)
    - iii. Fire Ad Hoc – Plunder
      - save underbush Subcommittee?
    - v. Sustainability - Murphy
  - c. Tip of the Month – Magill (3 minutes)
  - d. What's blooming now – Magill (3 minutes)
  - e. Kudos – Richards (5 minutes)
  - f. Predators / Rodenticides – Chiariello (Appendix C)
  - g. Evening Lecture – (5 minutes)
  - h. CC email address (3 minutes)
6. New Business
- a. Public Dog Park
  - b. CC buddy for 50 acre parcels?
7. Adjournment aspirationally 8:30 pm
8. Next meeting: Tuesday, June 22, 2021 at 7:00 pm via Zoom

**From:** Kristi Corley  
**Date:** May 14, 2021 at 10:33:57 AM PDT  
**To:** Jeremy Dennis <[jdennis@portolavalley.net](mailto:jdennis@portolavalley.net)>  
**Subject:** Sam Trans Letter Request

Please forward this email to Town Council.

Jeremy,

I am requesting the Town Council and/or the Town Manager write a letter to save the SamTrans bus routes in PV.

It is in the best interest to the town residents, especially with RHNA numbers #253 and Stanford application. I believe the Sam Trans deadline is the end of May yet the sooner the better.

All the best,  
Kristi Corley

**From:** Terry Nagel

**Sent:** Thursday, May 20, 2021 9:33 AM

**To:** Craig Hughes <chughes@portolavalley.net>; Jeff Aalfs <JAalfs@portolavalley.net>; Jeremy Dennis <jdennis@portolavalley.net>; John Richards <jrichards@portolavalley.net>; Maryann Moise Derwin <mderwin@portolavalley.net>; Sarah Wernikoff <swernikoff@portolavalley.net>; Brandi de Garmeaux <BdeGarmeaux@portolavalley.net>; Sharon Hanlon <shanlon@portolavalley.net>

**Subject:** Honor for Portola Valley home

Portola Valley friends--

I want to call your attention to the winners of Peninsula Clean Energy's first **Building Electrification Leader** awards, which were announced Monday. One of the Honorable Mentions in the Residential category went to the Tah Mah Lah home in Portola Valley. I hope you will share this info with your residents. Electrification of buildings is one of the fastest ways California can dramatically reduce carbon emissions.

One of the winners, the William V. Campbell Academic and Arts Center at Sacred Heart Schools' campus in Atherton also won the **2021 Green Building Award** from Sustainable San Mateo County and the San Mateo County Chapter of the American Institute of Architects. (That's a mouthful!)

The PCE winners were:

- **All-Electric Commercial Leaders** - Redwood City Veterans Memorial Senior Center and William V. Campbell Academic and Arts Center at Sacred Heart Schools' campus in Atherton
- **All-Electric Residential Leader** - Home of Eric and Diane Sweet in Redwood City
- **All-Electric Residential Emerging Leader** - Home of Bobba Venkatadri in Burlingame
- **All-Electric Residential Honorable Mentions** - Tah Mal Lah home in Portola Valley and Boles home in Pacifica

[The full press release is here.](#) You can see full details of all of the above projects, with more photos, [on this page.](#) I've attached photos of the two Commercial winners, the two Residential winners and the Tah Mah Lah home.

Thanks,

Terry

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Terry Nagel