

AGREEMENT FOR ANIMAL CONTROL SERVICES
BETWEEN 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, WOODSIDE AND THE
COUNTY OF SAN MATEO

THIS AGREEMENT, dated for convenience this _____ day of _____
by and between the COUNTY OF SAN MATEO, a political subdivision of the State of
California (hereinafter "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 a California municipal
corporation, (hereinafter "City");

WITNESSETH

WHEREAS, the City has passed and is responsible for enforcing local ordinance
governing the regulation, licensing and impounding of certain animals within the
territorial limits of the City; and

WHEREAS, the City wishes to contract with the County for the performance of
the services hereinafter set forth; and

WHEREAS, the County is agreeable to rendering such services on the terms and
conditions as hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by Sections 51300, et
seq. of the California Government Code and under the parties respective police powers.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. DEFINITIONS

The following definitions shall apply to the terms used in this Agreement:

ADOPTION: The placement of an unowned or relinquished animal in a new home.

IMPOUNDED ANIMAL: One that has been picked up by an Animal Control Officer or
other public official or by a private citizen and deposited at the shelter.

ANIMAL CONTROL PROGRAM: The program within the Division of Animal
Control Services of the Environmental Services Agency of the County of San Mateo, or
San Mateo County's designated contract agent, or both, or such other agency as the

County Board of Supervisors may designate, which is specifically charged with regulating and enforcing laws dealing with animal control within its jurisdiction.

CITY or CITIES: Any or all of the cities listed in Exhibit A, attached and incorporated by this reference herein.

COUNTY CONTRACTOR: Shall mean the Peninsula Humane Society (PHS), a California nonprofit corporation, or such other agency as the County Board of Supervisors may designate.

HOLIDAYS: Federally designated holidays with the addition of Easter and exclusion of Columbus Day, in accordance with County Contractor's existing labor contracts.

B. CITY'S RESPONSIBILITIES

1. **Adoption of Control Ordinances & Fee Schedule.**
City shall, within 60 days after requested to do so by the County, adopt and maintain the same animal control ordinance and fee schedule as the County. The animal control ordinance shall be substantially the same as the provisions of Chapters 6.04, 6.12, and 6.16 of Title 6 of the San Mateo County Ordinance Code, as amended, to be effective within the City limits. The fee schedule shall be substantially the same as outlined in Chapter 6.04.290 of the San Mateo County Ordinance Code. Enforcement of City ordinances which differ substantially from the County ordinance and which result in an increase to County Contractor's costs shall be reimbursed directly by the City requiring additional services, as negotiated between City requiring additional services and County Contractor. Provision of services to the County and Cities under the County's Agreement with County Contractor shall take priority over such additional services provided to separately contracting Cities.
2. **Delivery of Animals.** City shall deliver to the shelter at 12 Airport Boulevard, San Mateo, or hold in a humane way at a designated holding area until it can be picked up by County Contractor staff, any animal taken into custody by an employee of the City.
3. **License Fee Collection.** City shall designate the County's Division of Revenue Services as the official responsible for license fee collection on behalf of City.
4. **Payments.** City shall pay to the County prior to January 1st of each fiscal year, and following the receipt of an invoice from County, the City's percentage share of the net program cost of the Animal Control Program as described herein and as specified in Exhibit B for FY 2003-04. This net program cost shall be determined by the County and shall be equal to the cost of the contract between the County and County Contractor plus the

cost of the County administering licensing collection and Animal Control Services Program, minus any program revenue received by County or County Contractor as described in Section D, Paragraph 5. County and City's percentage share shall be based on service costs. County will calculate a percentage breakdown annually, based on service reports provided by County Contractor. Percentage distribution for a given year will be based on an average of service costs over the three calendar years prior to the year in question. Exhibit "B", attached and incorporated by this reference herein, details percentage distribution for FY 2003-04. Percentage distributions for years two and three of this Agreement will be distributed by County to Cities by March 1st of the given year.

Base costs to County Contractor are as follows:

<u>Fiscal Year</u>	Amount
2003-04	\$4,454,397
2004-05	\$4,624,617
2005-06	\$4,803,348

5. **Permits for Public Events.** Where Cities issue permits for public exhibitions and events which include animals, such permits shall not be issued without the approval of County Contractor. County Contractor is entitled to recover costs which relate to staffing that may result during or after the exhibition or event. Such costs shall be collected by County Contractor based on a fee schedule approved by the City in which the event is taking place. County Contractor agrees to expeditiously process permits.

6. The parties acknowledge that City is and will remain solely responsible for arranging and conducting hearings under its Dangerous and Vicious Animal Ordinances, including but not limited to providing hearing officers and a location for the hearings. However, the parties agree that, at City's option and for its convenience, City may utilize County offices and/or the services of the County contract hearing officers for purposes of conducting Dangerous/Vicious Animal Hearings under the provisions of City's Dangerous and Vicious Animal Ordinance. The parties recognize that the costs of these hearings are ordinarily borne by the animal owner. However, in the event City and/or County are unable to collect these costs from the owner within a reasonable time, City shall be responsible for payment of these costs in addition to amounts paid under section B.5.

The parties also recognize that in the event City elects to utilize the services of a County contract hearing officer, City remains solely responsible for the defense of any appeal of any decision rendered by the hearing officer. Further, City remains responsible for any claims, damages, costs or other losses resulting from any decision or act of omission of the hearing officer or from any court judgment based on claims, actions or appeals resulting from Dangerous/Vicious Animal decisions or from any violation of City's ordinances.

C. COUNTY'S RESPONSIBILITIES

1. County shall provide the following services directly to City:

- Issuance of Breeder Permits
- Issuance of Pet Fancier Permits
- Billing owner of animal for administrative costs associated with quarantines
- Processing in-home quarantines which may be resolved over the phone
- Scheduling Dangerous/Vicious Animal Hearings (see Section B, paragraph 6 above)
- Billing owner of animal for Dangerous/Vicious Animal Hearing costs
- Issuance of Dangerous Animal Permits
- Conducting mandatory spay/neuter hearings

All other services, as described in Exhibit C, attached and incorporated by this reference herein, will be provided by County to City through the County's contract with its County Contractor, including all animal control services and facilities as described in the agreement with County Contractor. Animal Control services shall be provided to City at the same level of services as provided by the County to the unincorporated area of the County to the extent specified in the agreement with County Contractor.

2. With the effective date of this agreement, County shall implement the following outcome-based performance measures, subject to the review and approval of the City. County shall collect, maintain and report data in regards to the following performance measures. This data shall be reported in writing, to the City on a quarterly basis, no later than November 15th, February 15th, May 15th, and August 15th of each fiscal year. County agrees to work cooperatively with the County Contractor and the Cities to develop future performance measures that are both valid and reliable and that can be used to evaluate the level of service provided by County Contractor, which may be introduced at each anniversary date of the County/County Contractor Agreement. County agrees and understands that each of the twenty Cities involved in the

contract with the County will have input into the development of current and performance measures.

- Performance Measure #1 Number of field services calls per quarter.
- Performance Measure #2 Number of live animals received by shelter per quarter.
- Performance Measure #3 Percent of customers rating services good or better in Field Services and Client Services; the Contractor shall select one random week per quarter and contact a random sampling of no less than ten customers served within that week per service area to query.
- Performance Measure #4 Percent of calls responded to within timeframe guaranteed in contract (broken down by category/type of call).
- Performance Measure #5 Number and percent of adoptable animals adopted per quarter.
- Performance Measure #6 Number and percent of animals returned to owner per quarter.

D. GENERAL PROVISIONS

1. Existing Agreements. Upon execution of this Agreement, any prior existing agreements between City and County for the provision of Animal Control Services will be terminated.
2. Sub-contracting for Services. It is expressly understood and agreed that the County will sub-contract with the Peninsula Humane Society, a California nonprofit corporation, or such other agency as the Board of Supervisors may designate, for the provision of Animal Control Services including field enforcement, shelter and treatment services referred to herein.
 - a. Field Enforcement Services. County's subcontract shall provide staff for the provision of field enforcement services throughout the County for the purpose of enforcing state and local ordinances pertaining to domestic animals, as described in Exhibit "C".

The County Contractor, County and City have established and agreed that County and City will be responsible for response to barking dog complaints within their own jurisdictions.

- b. Shelter Services. County's subcontract shall provide staff and facilities for the provision of Shelter services, including the impounding, receiving

of unwanted animals, housing, redemption, treatment, sale, adoption, euthanasia and disposal of animals. The shelter and care for all stray and unwanted animals shall be provided 24 hours a day 7 days a week, as described in Exhibit "C."

c. **Treatment Services.** In accordance with California state law, County's subcontract shall provide staff and facilities for the provision of treatment services to injured animals shall be provided or arranged to be provided as described in Exhibit "C."

d. **Services and enforcement activities not within the County's obligations herein are those related to:**

- (1) Enforcement of regulations regarding the number of animals per household.
- (2) Removal and disposal of dead marine mammals.
- (3) Pick-up of dead or live wildlife on private property unless such wildlife has direct contact with humans and/or domestic animals which involved a bite or attack, or is sick or injured.
- (4) Pick-up of baby birds.
- (5) Response to barking dog complaints/animal noise nuisance
- (6) Routine patrol of leash-law enforcement in parks, beaches, and other public places. County Contractor will respond to complaints, calls and observed violations regarding off-leash dogs in parks, beaches and other public places, yet not complete routine patrols.

3. **Fiscal and Program Monitoring.** Representatives designated by the County Contractor and County may meet to review year-to-date expenditures and to discuss any financial or programmatic problems that either party may have. Either party may request a special meeting for these purposes and upon reasonable notice. City may participate in monitoring meeting between County and County Contractor to review year-to-date expenditures and to discuss any financial or programmatic problems that any party may have. Any changes in the amount to be paid to the County Contractor shall require Board of Supervisors and Cities' approval. If requested by the County, members of the County Contractor's Board of Directors Executive Committee and President shall meet with representatives from the San Mateo County City Managers Association. If requested by the County, the County Contractor's President shall meet with the San Mateo County City Managers Association.

4. **Monitoring Meetings.** Upon the effective date of this Agreement, County shall form a monitoring committee that shall hereafter be referred to as the Animal Control Task Force, which shall consist of police representatives, City manager representatives, and representation from the

County. Cities without formal representation or appointment may attend and fully participate in all meetings. The Animal Control Task Force shall remain in effect throughout the term of this Agreement and may adopt its own rules of conduct. Responsibilities of the Animal Control Task Force shall include but not be limited to:

- a. Review existing local animal control ordinances and make recommendations for appropriate changes to the County and Cities.
 - b. Review licensing activities with County Revenue Services representatives.
 - c. Review all citation activities.
 - d. Review programmatic complaints of any City and programmatic data provided by County Contractor.
 - e. Review revenues and expenditures relating to Animal Control Services.
 - f. Review the Cities' cost sharing formula.
 - g. Review and develop performance measures, in conjunction with County Contractor staff, which will provide valid and reliable data by which to evaluate the level of service being provided by the County Contractor.
5. **Use of Program Revenue.** The City agrees that all license fees and animal fine, forfeitures or other related animal fees collected by the County shall be retained by County and used for the support of the Animal Control Program. It is further understood that any fees collected for redemption or sale of impounded animals shall be retained by the County and/or County Contractor in accordance with the provisions of said contract between the County and County Contractor, and such fees shall be used for the support of the Animal Control Program.
6. **Program Deficit or Surplus.** City and County shall share in covering any program deficit or receiving any program surplus. At the end of each fiscal year, County will determine any deficit or surplus incurred that fiscal year. City understands and agrees that with the County's written approval, County Contractor will be allowed to retain 50% of unexpended contract monies, including cities contributions. Any variance (deficit or surplus) over what was budgeted will be added to, in the case of a deficit, or subtracted from, in the case of a surplus, the following year's cost. Deficits and/or surpluses are shared by each City and County based on

actual program costs and revenue for the prior fiscal year. If County or State laws are passed during the term of this contract that require a greater level of service, City agrees to reimburse County for additional costs associated with implementing the new laws, as negotiated with County Contractor.

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 County, through County Contractor, and made available to City. In addition, statistical information shall be provided on a quarterly basis to the City summarizing various field enforcement activities occurring in the City and shelter activities initiated by residents of said City.
8. **Term and Effective Period.** This Agreement shall be effective the period from July 1, 2003 through June 30, 2006. All services are subject to the terms and conditions of this Agreement.
9. **Termination of Agreement.** This Agreement may not be terminated by either party during the effective period. Each city is responsible for its annual percentage share due under this Agreement. In the event any contracting city fails to pay its percentage share as set forth in paragraph B.5., each contracting city shall pay its proportionate share of the non-payment, unless and until the County is able to recover the non-payment.

This agreement shall automatically terminate in the event of termination of the County's contract with County Contractor. Upon termination County shall have no further obligation to provide the services specified in this agreement. City shall pay its percentage share for all services received prior to termination.
10. **Amendments: Entire Agreement.** Amendments to this Agreement must be in writing and approved by the governing body of every jurisdiction. This is the entire Agreement between the parties and supersedes any prior written or oral agreements inconsistent herewith.
11. **Additional Services.** Nothing contained herein shall preclude 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, the agreement between the County and any other City, or the agreement between the County and County Contractor.
12. **Hold Harmless.** 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 City, its officers, employees and agents from and against any and all claims, suits or actions of any - 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 nonperformance of County's obligations under this Agreement and which result from the actively negligent or wrongful acts of County, its officers or employees. This provision requiring County to hold harmless, indemnify and defend City shall expressly not apply to claims, losses, liabilities or damages arising from actions or omissions, negligent or otherwise, of Peninsula Humane Society, or any other independent contractor, or its officers, employees or agents, under its contract with the County.

In the event of concurrent negligence of the County, its officers or employees, and the 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 costs which arise out of the terms, conditions, covenants or responsibilities of this Agreement shall be reapportioned according to the California theory of comparative negligence.

13. **Independent Contractor.** City and its employees and agents are independent contractors with respect to the performance of any obligation hereunder or connected herewith, and not employees or agents of County and vice versa.
14. **No Discrimination.** No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this Agreement on account of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status.
15. **Assignability.** Except as otherwise expressly provided for herein, neither party shall assign any of its obligations or rights hereunder without permission of the other.
16. **Notices.** Any notices required to be given pursuant to this

Agreement shall be given in writing and shall be mailed to the parties hereto at the addresses of each of the parties, as follows

To City: City of _____
Attention: City Manager

To County: Director, Environmental Services Agency
455 County Center , 4th Floor
Redwood City, CA 94063-1646

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Mateo has authorized and directed the Environmental Services Agency Director to execute said Agreement for and on behalf of 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 have caused this Agreement to be subscribed by its duly authorized officer and attested by its Clerk.

Dated: _____

COUNTY OF SAN MATEO

Marcia Raines, Director
Environmental Services Agency

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
COST PERCENTAGE DISTRIBUTION

FY 2003-04 Cost Percentage Distribution:

Atherton	1.08%
Belmont	3.34%
Brisbane	0.62%
Burlingame	2.93%
Colma	0.89%
Daly City	8.49%
East Palo Alto	7.11%
Foster City	2.48%
Half Moon Bay	1.95%
Hillsborough	1.43%
Menlo Park	4.73%
Millbrae	2.22%
Pacifica	5.58%
Portola Valley	1.01%
Redwood City	11.85%
San Bruno	5.52%
San Carlos	3.68%
San Mateo	17.83%
South San Francisco	8.90%
Woodside	1.27%
County	6.92%

EXHIBIT C

County Contractor Responsibilities

1. The County Contractor agrees to provide the following specific services:
 - a) Enforce all County and City ordinances which are substantially similar as defined in section B.2. to Chapters 6.04, 6.12, and 6.16 of Title 6 of the San Mateo County Ordinance Code, enforce all applicable laws of the State of California, and issue citations as appropriate for violations of said ordinances.
 - b) Impound all dogs caught at large, and provide for field return as appropriate.
 - c) Quarantine animals which must be quarantined in the shelter or which require field visits as prescribed by County Health Department and State Veterinarian. County Contractor shall have initial discretion to determine which animals need a shelter quarantine or field visit. However, in the event the County so requests, County Contractor shall provide a shelter quarantine or field visit as requested. County Contractor shall notify County on January 1st of each year the status of the number of quarantines handled to date compared to the average number of quarantines for the prior three years. If there is a possibility the number of quarantines will exceed the prior year average, County Contractor agrees to meet with County to discuss service reductions or to negotiate in good faith for additional reimbursement to County Contractor, as defined in section C.6.
 - d) Upon request by City or citizen of City or County or citizen of County, investigate complaints of animal nuisances, except excluded services as specified in Exhibit B, Paragraph 11.
 - e) Remove dead animals from the public right-of-way, except freeways/highways which are maintained by CALTRANS.
 - f) Remove stray dead domestic animals from private property with no charge. Also, remove owned domestic dead animals at the request of owner with a charge to the citizen requesting service.
 - g) Investigate and follow up, as necessary, with impoundment, citation and prosecution of reported dog bites and attacks in conjunction with City Attorney or District Attorney.

- h) If euthanasia is necessary for a sick or injured animal in the field, perform the euthanasia which shall be conducted by trained personnel who have been provided with all necessary equipment. This service shall be available twenty-four hours a day, seven days a week.
 - i) Investigate and follow-up on dangerous and vicious animal complaints as necessary, including but not limited to initially determining the designation of animals as dangerous or vicious, testifying at hearings, monitoring dangerous animal permits, investigating and citing owners for permit violations, impounding all dangerous and vicious animals posing an immediate threat to the public health and safety, euthanizing vicious animals, and performing annual inspections of residences maintaining dangerous animals.
 - j) Assign animal control and/or humane officers to perform the functions specified in Sections a through i above. Such officers shall conduct routine patrols and respond to complaints, investigate and perform rescues as manpower allows, comply with court subpoenas, impound dangerous, vicious and injured or loose animals.
 - k) Employ sufficient staff and/or volunteers to provide the level of service guaranteed in this Agreement in all areas.
- 2a. Field Enforcement Staffing and Services. County Contractor shall staff its field services adequately to provide services throughout the County as provided hereunder. Field Services enforcement shall be provided seven days per week, twenty-four hours per day as specified below. Field services, provided by County Contractor, shall consist of enforcement of all local ordinances which are substantially similar to the County's ordinance 6.04, 6.12, 6.16 and all related State laws pertaining to animals, except as otherwise noted in this Agreement. Field Enforcement shall include:
- 1) Category 1 Calls County Contractor shall immediately respond, within the limits allowed by the manpower availability, to all emergency calls. For the purpose of this subsection, "emergency call" means an injured or sick animal, complaint of a bite or attack in progress; a bite or attack which has occurred and where the animal remains an immediate threat to persons or property, or a dangerous animal permit violation that has occurred and same dangerous animal remains a threat to persons or property;
 - 2) Category 2 Calls - County Contractor shall respond to calls pertaining to other biting animals, dog packs, and non threatening dangerous animal permit violations within eight (8) hours of receiving the call;

3) Category 3 Calls County Contractor shall pick up contained stray animals between 8:00 a.m. and 9:00 p.m. of the day the call is received;

4) Category 4 Calls County Contractor shall respond to calls pertaining to quarantines, cruelty, stray loose dogs, stray livestock or dead animal pick-up, within twenty-four (24) hours of receiving the call;

5) Notwithstanding any other provision herein, County Contractor shall respond on Sundays, Holidays and after regular patrol hours (9:00 p.m. to 8:00 a.m.) only to complaints in the 1) and 2) categories unless manpower is available.

2b. Impoundment

1) Upon receipt of a request from City/County police/sheriff agencies, the County Contractor shall promptly impound any animal when requested. The requesting agency must be present at the scene of the impoundment and must provide County Contractor with warrants required for entry and/or impoundment. This request may come at any time the local agency deems it is appropriate.

2) County Contractor shall not release any animal until the owner of such animal, or another individual with legal standing to represent the owner, appears at the County Contractor's facilities, and pays relevant impoundment, emergency medical treatment, and licensing/permit fees to redeem said animal.

3. Maintenance of Impoundment Records.

a) County Contractor shall maintain for four (4) years records of animals impounded including the description of each animal, date of receipt, date and manner of disposition, treatment received, the name and address of the person who is redeeming or adopting an animal, and the fees, charges and proceeds of adoption or redemption. County Contractor shall record all inoculations, which will then be included as part of said record.

b) County Contractor shall maintain records in compliance with SB 90 reporting procedures for Animal Adoption, and assist County and Cities in filing annual SB 90 claims.

4. Citations. County Contractor shall issue citations to any person whose animal is in violation of any State statute or County or City Ordinance substantially similar to the County Ordinance.

5. Neighborhood Related Complaints. County Contractor shall refer neighborhood related animal complaints to the Peninsula Conflict Resolution Center or appropriate local mediation service. County Contractor staff shall

determine the types of complaints which shall be routinely referred to mediation.

6. Shelter Staffing and Services. County Contractor shall provide Shelter Services including receiving and impounding animals, housing, redemption, treatment, adoption, spay/neuter, euthanasia and/or disposal of animals. Shelter Services shall maintain sufficient staff and/or volunteers necessary to provide the level of service guaranteed in the Agreement. County Contractor shall shelter and care for all animals received twenty-four (24) hours a day, seven (7) days a week.

The County Contractor will provide services as required by Penal Code 597.1 and state laws governing shelters for animal care, treatment, holding periods, and placements and dispositions.

Business Offices and the public access areas of the Animal Shelter shall be open to the public on a schedule designed to benefit the public and facilitate the services established in this Agreement, provided that hours and access shall be a minimum of 40 hours per week. County Contractor shall post and publicize public hours, and inform the County and cities of hours and of any changes in hours.

County Contractor may subcontract, with prior written approval of the County, for the service of decapitation of animals for rabies testing, as long as such subcontract does not increase costs to County or Cities under this Agreement.

7. Treatment, Staffing and Services. County Contractor shall provide or arrange to have provided treatment to injured and sick animals in accordance with Section 597.1 of the State of California Penal Code and other relevant State law. Treatment Services shall maintain sufficient staff and/or volunteers necessary to provide the level of service guaranteed in the Agreement.

Animal Control Officers will bring all injured or sick dogs and cats found without an owner in a public place or confined by a citizen directly to a veterinarian in the community or to the County Contractor's facility where it will be determined whether said animal should be immediately euthanized or be hospitalized under proper care and given emergency treatment. Injured or sick animals will only be transported to the County Contractor's facility if staff and/or volunteers are available to treat said animal. On holidays, weekends, and between 6:00pm and 8:00am Monday through Friday, and as may be otherwise needed on an emergency basis, all injured or sick animals may be taken to an emergency veterinarian clinic/hospital if County Contractor's staff and/or volunteers are unavailable to treat said

animal and if the condition of the animal requires immediate treatment according to the judgment of County Contractor.

If an animal becomes sick or injured while at the County Contractor's facility it will be treated by the County Contractor's available veterinary staff and/or volunteers. If staff and/or volunteers are not available to treat said animal, it will be transported to a veterinary hospital if it is an emergency and the animal needs immediate treatment.

8. Licensing and Permit Issuance for Dogs and Cats.
 - a) County Contractor shall not release any impounded dog or cat to its owner unless it is licensed as required by City or County ordinance. County Contractor shall require any dog or cat encountered through any field services function or any other function to be licensed as required.
 - b) County Contractor shall license and/or issue required permits and collect applicable fees on all dogs and cats, in Cities and in the unincorporated County, at the time of adoption at the County Contractor's facilities. County Contractor shall retain copies of and provide upon request to the County a record of all dogs and cats adopted.
 - c) County Contractor shall issue dog and cat licenses to the general public, as required by County or City ordinance.

9. Provision of Services to Cities. Nothing contained herein shall preclude any incorporated City or the County from contracting directly with the County Contractor for a higher level of service. Any such contract between County Contractor and an individual City increasing the level of services shall not affect the level of service provided by County Contractor to any City or the County pursuant to this Agreement.

10. Performance Measures. From the effective date of this Agreement, County Contractor shall implement the following outcome-based performance measures, subject to the review and approval of the County. County Contractor shall collect, maintain and report data in regards to the following performance measures. This data shall be reported in writing, to the County on a quarterly basis, no later than October 30, January 30, April 30, and July 30 of each fiscal year. Such report shall be in a format approved by the County. County Contractor agrees to work cooperatively with the County and City Representatives to develop future additional performance measures that are both valid and reliable and that can be used to evaluate the level of service provided by County Contractor and that may be revised and introduced each anniversary date of this Agreement. County Contractor agrees and understands that each of the Cities involved in the contract with the County will have input into the development of current and future performance measures.

Performance Measures

- Performance Measure #1 Number of field services calls per quarter.
- Performance Measure #2 Number of live animals received by shelter per quarter.
- Performance Measure #3 Percent of customers rating services good or better in Field Services and Client Services; the Contractor shall select one random week per quarter and contact a random sampling of no less than ten customers served within that week per service area to query.
- Performance Measure #4 Percent of all calls responded to within timeframe guaranteed in Agreement (broken down by category/type of call)
- Performance Measure #5 Number and percent of adoptable animals adopted per quarter.
- Performance Measure #6 Number and percent of animals returned to owner per quarter.

11. Excluded Services

The following specific services are excluded from the terms of this Agreement:

- Enforcement of regulations regarding the number of animals per household.
- Removal and disposal of dead marine animals.
- Pick-up of baby birds.
- Pick-up dead or live wildlife on private property unless such wildlife has direct contact with humans and/or domestic animals which involved a bite or attack, or is sick or injured.
- Response to barking dog complaints /animal noise nuisance complaints.
- The processing of in-home quarantines which may be resolved over the phone, as defined in Exhibit B, paragraph 1.c.
- Routine patrol of leash-law enforcement in parks, beaches, and other public places. County Contractor will respond to complaints, calls and observed violations regarding off-leash dogs in parks, beaches and other public places, yet not complete routine patrols.