

**FIRST AMENDMENT TO AGREEMENT FOR ANIMAL CONTROL SERVICES
AND SHELTER SERVICES BETWEEN THE PENINSULA HUMANE SOCIETY &
SPCA AND THE COUNTY OF SAN MATEO**

This First Amendment to Agreement For Animal Control Services And Shelter Services Between The Peninsula Humane Society & SPCA And The County Of San Mateo, dated for reference purposes only this _____ of _____, 2004, between the Peninsula Humane Society & SPCA, a California nonprofit corporation for the prevention of cruelty to animals (hereinafter, "PHS/SPCA" or "Contractor") and the County of San Mateo, a political subdivision of the State of California (hereinafter, "County").

WITNESSETH

WHEREAS, County and PHS/SPCA (collectively hereinafter, "Parties") entered into the written Agreement For Animal Control Services And Shelter Services Between The Peninsula Humane Society & SPCA And The County Of San Mateo, dated June 2003, in which PHS/SPCA agreed to perform and County agreed to compensate PHS/SPCA for performance of certain specified animal care, control and shelter services (hereinafter, "Services Agreement");

WHEREAS, said Services Agreement is currently scheduled to terminate as of July 1, 2006;

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

connection with the prevention of cruelty to animals within the meaning of Section 501(c)(3) of the Internal Revenue Code and under the laws of the State of California;

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

WHEREAS, County desires and PHS/SPCA agrees to provide certain cost savings of \$732,510 to County for PHS/SPCA's performance under the Services Agreement over a five-year (5-year) period ending June 30, 2008, as specified herein;

WHEREAS, County desires and PHS/SPCA agrees to provide certain additional quarantine services for additional compensation as described herein; and

WHEREAS, both Parties desire to extend the term of the Services Agreement, as amended herein, as well as the Lease Agreement's early termination date of August 12, 2006 as stated in the Lease Termination Notice, by a period of approximately two (2) additional years, ending June 30, 2008;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES PROVIDED HEREUNDER, THE PARTIES AGREE AS FOLLOWS:

1. **Two-Year Extensions.** Section D.1. of the Services Agreement is hereby deleted in its entirety, and the following shall be substituted in lieu thereof:

"1. **Term of the Agreement to Coincide with Property Lease Termination.**

- a) This Agreement shall be effective the period from July 1, 2003 through June 30, 2008. All services are subject to the terms and conditions of this Agreement.
- b) To enable Contractor to perform the services contemplated by this Agreement for the entire term, the Parties hereby agree that Contractor's leasehold of the premises subject to the Parties' Lease

Agreement and the Lease Termination Notice shall extend through June 30, 2008, at the rental rate of one dollar (\$1.00) per annum.”

2. **Payment Amounts and Schedule.** Section C.1. of the Services Agreement is hereby deleted in its entirety, and the following shall be substituted in lieu thereof:

“1.(a) County shall pay to Contractor in twelve (12) equal monthly installments the annual amounts set forth below to cover all services except those provided in subparagraph (b) below.

<u>Fiscal Year</u>	<u>Amount</u>
2003-04	\$4,454,397
2004-05	\$4,424,617
2005-06	\$4,703,348
2006-07	\$4,829,745
2007-08	\$5,076,951

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

(b) In addition to the payment amounts stated immediately above, County shall annually pay to Contractor the following amounts in twelve (12) equal monthly installments, for rabies investigation and

quarantine services as described in subparagraph c) of Paragraph 1 of Exhibit B, Contractor Responsibilities.

<u>Fiscal Year</u>	<u>Amount</u>
2004/05	\$ 75,000
2005/06	\$150,000
2006/07	\$154,500
2007/08	\$159,135”

3. **Early Termination.** Section C.6.c) of the Services Agreement is hereby amended by adding the following provision to the end of the paragraph:

“Notwithstanding any provision of the Lease Agreement to the contrary, should the County choose to exercise the early termination option described herein by providing the required three- hundred- sixty-five (365) days prior written notice of termination of the Services Agreement to Contractor, the early termination of the parties' Lease Agreement shall also be automatically effected thereby, as of the same date of termination as the Services Agreement, without further notice to Contractor, including but not limited to that otherwise required by Section 18 (b) of the Lease Agreement.”

4. **Quarantine Services.** Subparagraph c) of Paragraph 1. of Exhibit B (“Contractor Responsibilities”) to the Services Contract is deleted in its entirety. A new subparagraph c) of Paragraph 1 of Exhibit B is hereby added to read as follows:

“c) Provide rabies investigation and quarantine services according to the procedures described in the document attached and incorporated herein as Attachment 1 to this amendment. Contractor shall notify County on January 1st of each year the status of the number of quarantines handled to date, broken down by city, compared to the

average number of quarantines for the prior three years. In the event that the number of quarantines or the reasonable costs therefore will exceed the prior year average, County and Contractor agree to negotiate service reductions and/or additional reimbursements for Contractor in good faith, as defined in section C.6.a) of the Services Agreement.”

5. The sixth bullet point listed under Paragraph 11 of Exhibit B (“Excluded Services”) referring to “[t]he processing of in-home quarantines which may be resolved over the phone” is hereby deleted in its entirety.

6. **Effectiveness of Amendment.** Except as set forth in this First Amendment, all other provisions of the Services Agreement shall remain unchanged and in full force and effect. Moreover, no other change to the terms and conditions of the Lease Agreement or the Lease Termination Notice is intended by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to Agreement For Animal Control Services And Shelter Services Between The Peninsula Humane Society & SPCA And The County Of San Mateo to be executed by their duly authorized representatives on the day and year first written above.

Dated: _____

COUNTY OF SAN MATEO

By _____

PENINSULA HUMANE SOCIETY & SPCA

By _____
Ken White, President

**AMENDMENT TO 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 First Amendment to Agreement for Animal Control Services is dated for reference purposes only this ____ day of _____, 2004 is entered into 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, municipal corporations, (hereinafter "City" or "Cities"):

RECITALS

WHEREAS, Cities and County have previously entered into an Agreement for Animal Control Services dated for convenience July 1, 2003 (hereinafter, "City/County Agreement");

WHEREAS, the County and Cities wish to amend said City/County Agreement as specifically set forth herein, in order to comport with amendments made to an Agreement for Animal Control Services and Shelter Services between County and the Peninsula Humane Society & SPCA (hereinafter "County/PHS Agreement");

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES PROVIDED HEREUNDER, the parties agree as follows:

1. Subparagraph 4. **Payments** of Paragraph B. **CITY'S RESPONSIBILITIES** of the City/County Agreement is hereby amended to read as follows:

"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 be paid to County Contractor by the County and Cities are as follows:

<u>Fiscal Year</u>	<u>Amount</u>
2003-04	\$4,454,397
2004-05	\$4,424,617
2005-06	\$4,703,348
2006-07	\$4,829,745
2007-08	\$5,076,951"

2. Subsection 1. of Section C. COUNTY'S RESPONSIBILITIES of the City/County Agreement is hereby amended to delete in its entirety the fourth bullet which reads "Processing in-home quarantines which may be resolved over the phone."

3. Subsection 8. **Term and Effective Period** of Section D. **General Provisions** of the City/County Agreement is hereby amended to read as follows:

“8. **Term and Effective Period**. This Agreement shall be effective the period from July 1, 2003 through June 30, 2008. All services are subject to the terms and conditions of this Agreement.”

4. Subparagraph c) of paragraph 1. of Exhibit C of the City/County Agreement is deleted in its entirety. Quarantine processing services will be addressed separately in the County/PHS Agreement.

5. The sixth bullet of Paragraph 11. **Excluded Services** of Exhibit C of the City/County Agreement which reads “The processing of in-home quarantines which may be resolved over the phone, as determined by County or County Contractor” shall be deleted in its entirety.

6. The fourth bullet of subparagraph 1 of paragraph C. **COUNTY’S RESPONSIBILITIES** of the City/County Agreement which reads, “Processing in-home quarantines which may be resolved over the phone” is hereby deleted.

7. Except as specifically set forth in this First Amendment, all other provisions of the City/County Agreement shall remain unchanged in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to the City/County Agreement for Animal Control Services to be executed by their duly authorized representatives on the day and year first written above.

Dated: _____

COUNTY OF SAN MATEO

By: _____

Dated: _____

TOWN OF ATHERTON

ATTEST:

By _____

Town of Atherton, Clerk

Dated: _____

CITY OF BELMONT

ATTEST:

By _____

City of Belmont, Clerk

Dated: _____

CITY OF BRISBANE

ATTEST:

By _____

City of Brisbane, Clerk

Dated: _____

CITY OF BURLINGAME

ATTEST:

By _____

City of Burlingame, Clerk

Dated: _____

TOWN OF COLMA

ATTEST:

By _____

Town of Colma, Clerk

Dated: _____

CITY OF DALY CITY

ATTEST:

By _____

City of Daly City, Clerk

Dated: _____

CITY OF EAST PALO ALTO

ATTEST:

By _____

City of East Palo Alto, Clerk

Dated: _____

CITY OF FOSTER CITY

ATTEST:

By _____

City of Foster City, Clerk

Dated: _____

CITY OF HALF MOON BAY

ATTEST:

By _____

City of Half Moon Bay, Clerk

Dated: _____

TOWN OF HILLSBOROUGH

ATTEST:

By _____

Town of Hillsborough, Clerk

Dated: _____

CITY OF MENLO PARK

ATTEST:

By _____

City of Menlo Park, Clerk

Dated: _____

CITY OF MILLBRAE

ATTEST:

By _____

City of Millbrae, Clerk

Dated: _____

CITY OF PACIFICA

ATTEST:

By _____

City of Pacifica, Clerk

Dated: _____

TOWN OF PORTOLA VALLEY

ATTEST:

By _____

Town of Portola Valley, Clerk

Dated: _____

CITY OF REDWOOD CITY

ATTEST:

By _____

City of Redwood City, Clerk

Dated: _____

CITY OF SAN BRUNO

ATTEST:

By _____

City of San Bruno, Clerk

Dated: _____

CITY OF SAN CARLOS

ATTEST:

By _____

City of San Carlos, Clerk

Dated: _____

CITY OF SAN MATEO

ATTEST:

By _____

City of San Mateo, Clerk

Dated: _____

CITY OF SOUTH SAN FRANCISCO

ATTEST:

By _____

City of South San Francisco, Clerk

Dated: _____

TOWN OF WOODSIDE

ATTEST:

By _____

Town of Woodside, Clerk

Quarantine Procedures Introduction

Receiving a Bite Report Form

The animal bite/quarantine program shall function as a 24/7 operation and in accordance with San Mateo's County's "Rabies Post Exposure Prophylaxis Algorithm" and California Compendium of Rabies Control and Prevention which will be provided to the contractor by the County. If the Quarantine Procedures Instructions set forth below differ from either or both the "Rabies Post Exposure Prophylaxis Algorithm" and California Compendium of Rabies Control and Prevention Algorithm", Contractor shall follow the Quarantine Procedures Instructions. All reported animal bites must be documented and investigated as set forth below. An animal bite is defined as an actual or suspected, scratch, puncture or tear caused by an animal's teeth, which may have resulted in the wound being exposed to the animal's saliva..

- Upon receiving a bite report from the victim, a medical provider or any third party, an animal control officer will begin to investigate the report and attempt to properly quarantine the biting animal as soon as possible. The investigation shall be documented.
- If the bite report is lacking information such as the owner's name, address, etc., it is the responsibility of the animal control officer to obtain the information.
- If the bite report is not legible, Field Offices Staff will have to re-write the information on a new bite reporting form.
- Field Services Staff will also need to determine if any previous bites/warnings/complaint have been reported and attach it to bite report form.
- If a bite report is complete with owner and victim information, the animal control officer does not need to contact the victim during the investigation unless it is necessary to obtain additional information.
- The animal control officer will speak with the animal owner in person, view and photograph the animal in question, ascertain how the bite occurred and personally assess the home situation. The assessment will be documented. The animal control officer shall explain the quarantine procedure to the animal owner and provide them with written home quarantine instructions.
- The animal control officer must contact the animal owner at the end of the quarantine period. The animal must be visually inspected, compared to the photo, appear healthy and exhibit normal behavior before being released from quarantine.

- The animal control officer must provide every owner of a quarantined animal with a "Quarantine Requirements" sheet which includes the telephone numbers to contact Animal Control in the event the animal becomes sick, injured, lost, or dies.
- Any human/animal exposure to suspect rabid animal must be reported to the Health Officer or his designee.

Animal Licensing and Vaccination Requirements

If applicable, the animal control officer will obtain, from the animal owner, the animal's current license information and document it on the bite reporting form. If the animal owner is unable to provide the animal control officer with current license information a citation will be issued.

If applicable, the animal control officer will also obtain, from the animal owner, the animal's current rabies vaccination information certificate information and document it on the bite reporting form. If the animal owner is unable to provide the animal control officer with current rabies vaccination information a citation will be issued.

Animals which have never been vaccinated are required to be placed into a shelter quarantine. Animals who are overdue for their vaccinations may be home quarantined if the owner agrees to vaccinate the animal at the end of the quarantine period and will provide documentation verifying the vaccination to the animal control officer within 30 days after the end of the quarantine period.

Property Inspection / Home Quarantine Requirements

Home quarantines will be granted at the discretion of the animal control officer. If the animal is to be quarantined under the care of a veterinarian, the animal control officer shall inform the veterinarian and owner of the release date. The animal control officer will telephone the veterinarian on the release date.

1. **Home Quarantines** are 10 days from the date of the bite and are approved by the animal control officer if the owner is dependable and cooperative, the animal is up-to-date on its rabies vaccination, there is no history of bites, the home does not operate as a business open to the public and the biting animal was not potentially exposed to rabies by a wild mammal unavailable for testing.
 - A. **Backyard (dog)** – if adequately fenced and lockable gate; dog may be loose in fenced yard. If not fenced and no dwelling is available, must be tied securely in backyard in a manner to isolate it from other animals and people.
 - B. **Garage (dog or cat)** – All doors must be kept locked.
 - C. **House (dog or cat)** – Animal(s) to have contact only with immediate family. Shall be confined in garage or back room when visitors are present.

- D. **Apartment (dog or cat)** – Animal(s) to have contact only with immediate family, and in case of visitors, the animal is to be confined to separate room or outside patio.
- E. **Uncooperative Owners & Unfit Premises** - Animal(s) to be impounded for shelter quarantine if person(s) does not have an approved confinement as listed above.

When an animal control officer places an animal in home quarantine, he/she shall instruct the owner to contact the Peninsula Humane Society & SPCA immediately if the animal becomes sick, injured, lost or dies within the 10 day quarantine period.

Bite Report – Victim Refuses Information

In the event the animal control officer is investigating a bite where the owner of the biting animal is unknown and the victim refuses to provide the owner's information or location of the animal, the animal control officer shall explain the necessity of the quarantine procedures. If the victim still refuses to provide the information, see your supervisor for further direction.

Bite Report – Owner Refuses to Comply with Quarantine or Violates Quarantine Requirements.

In the event the animal control officer is investigating a bite in which the owner refuses to comply with any of the quarantine requirements and or violates the quarantine requirements, criminal charges will be filed with the District Attorney.

Shelter Quarantines

Shelter quarantines are 10 days from the date of the bite. Animals are quarantined at the shelter for many reasons. The following is a list of reasons for shelter quarantine instead of a home quarantine:

- A. Owner or caretaker is unable to confine the animal on the property.
- B. Person is homeless and has no place to safely keep the animal confined.
- C. Stray animal that bites a citizen before coming to the shelter.
- D. In the case where an animal bite is serious the animal will be held at the shelter for the quarantine and a dangerous animal investigation will begin.
- E. An animal that has been placed in a home quarantine situation that violates the requirements will be impounded for shelter quarantine.
- F. Health Department may telephone or send a written request to PHS & SPCA to impound a particular animal that is being home quarantined.
- G. If a person refuses to cooperate with the animal control officer for a home quarantine by not showing the animal control officer the animal or

providing information regarding rabies vaccination the animal control officer may impound the animal for shelter quarantine.

- H. Owner is otherwise unable to comply with home quarantine.
- I. Animal has never been vaccinated for rabies.
- J. Home operates as a business open to the public (e.g. daycare center).
- K. Previous history of a bite.
- L. Biting animal potentially exposed to rabies virus by wild mammal not available for testing.

When the need for shelter quarantine exceeds the shelter capacity, the Health Officer or his or her designee, may authorize home quarantine for specific animals which otherwise would be quarantined in the shelter.

Dangerous Animal Violations and Serious Bites

As part of the initial investigation of any animal bite incident, the animal control officer must investigate the circumstances of the bite and the extent of injury. Based on that information they must determine if the incident was provoked or unprovoked. In the event it is determined that the incident meets the criteria of a 'dangerous animal' violation, based on current ordinance definitions, the animal control officer must then seek supervisor approval prior to impounding the animal, pending further investigation and action. If the animal is impounded while running at large, no prior approval is needed.

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