



**CITY COUNCIL
SPECIAL AND REGULAR MEETING AGENDA
Tuesday, April 07, 2015 at 5:15 PM
City Council Chambers
701 Laurel Street, Menlo Park, CA 94025**

5:15 P.M. CLOSED SESSION (1st floor Council Conference Room, Administration Building)

Public Comment on these items will be taken prior to adjourning to Closed Session

CL1. Closed Session pursuant to Government Code Section §54957.6 to conference with labor negotiators regarding labor negotiations with Service Employees International Union (SEIU), American Federation of State, County and Municipal Employees (AFSCME), Menlo Park Police Officers' Association (POA), Menlo Park Police Sergeants' Association (PSA)

Attendees: City Manager Alex McIntyre, Assistant City Manager Starla Jerome-Robinson, City Attorney Bill McClure, Human Resources Director Gina Donnelly, Finance Director Drew Corbett, Labor Counsel Charles Sakai

6:00 P.M. SPECIAL BUSINESS (1st floor Council Conference Room, Administration Building)

1. Interviews of applicants for appointment to the Planning Commission

7:00 P.M. REGULAR SESSION

ROLL CALL – Carlton, Cline, Keith, Mueller, Ohtaki

PLEDGE OF ALLEGIANCE

REPORT FROM CLOSED SESSION

ANNOUNCEMENTS

A. PRESENTATIONS AND PROCLAMATIONS

- A1.** Proclamation declaring National Library Week
- A2.** Proclamation declaring West Nile Virus Awareness Week
- A3.** Update from Trustee for the San Mateo County Mosquito and Vector Control District

B. COMMISSION/COMMITTEE VACANCIES, APPOINTMENTS AND REPORTS

B1. Parks and Recreation Commission quarterly report on the status of their 2-year work plan ([Attachment](#))

B2. Consider and appoint applicants for vacancies on the Housing, Parks and Recreation, Library, Environmental Quality and Transportation Commissions ([Staff report #15-050](#))

C. PUBLIC COMMENT #1

Under "Public Comment #1", the public may address the Council on any subject not listed on the agenda and items listed under the Consent Calendar. Each speaker may address the Council once under Public Comment for a limit of three minutes. Please clearly state your name and address or political jurisdiction in which you live. The Council cannot act on items not listed on the agenda and, therefore, the Council cannot respond to non-agenda issues brought up under Public Comment other than to provide general information.

D. CONSENT CALENDAR

D1. Approve an agreement with the County of San Mateo for Animal Control Services ([Staff Report #15-056](#))

D2. Approve an appropriation of \$25,000 and authorize the City Manager to execute an agreement with a communications consultant to provide General Plan communications services ([Staff report #15-051](#))

D3. Authorize the City Manager to exceed his spending authority and appropriate \$80,000 for legal consulting fees ([Staff Report #15-054](#))

D4. Status update and appropriation for the property at 1175-1177 Willow Road ([Staff Report #15-052](#))

D5. Approve a resolution to protect healthy forests by limiting and closely regulating widespread industry clear-cut logging ([Attachment](#))

D6. Approve minutes for the March 24, 2015 City Council Meeting and the March 24, 2015 Joint Special Meeting of the City Council and the Environmental Quality Commission ([Attachment](#))

E. PUBLIC HEARING

E1. Adopt a resolution amending the City's Master Fee Schedule to incorporate proposed changes in fees to become effective immediately, July 1, 2015, or as required by Statute for the following departments: City Administration, Community Services, and the Menlo Park Municipal Water District ([Staff Report #15-053](#))

F. REGULAR BUSINESS

F1. Approve the implementation plan for the City Council's Fiscal Year 2015-16 Work Plan ([Staff Report #15-055](#))

G. CITY MANAGER'S REPORT – None

H. WRITTEN COMMUNICATION – None

I. INFORMATIONAL ITEMS – None

J. COUNCILMEMBER REPORTS

K. PUBLIC COMMENT #2

Under "Public Comment #2", the public if unable to address the Council on non-agenda items during Public Comment #1, may do so at this time. Each person is limited to three minutes. Please clearly state your name and address or jurisdiction in which you live.

L. ADJOURNMENT

Agendas are posted in accordance with Government Code Section 54954.2(a) or Section 54956. Members of the public can view electronic agendas and staff reports by accessing the City website at <http://www.menlopark.org/AgendaCenter> and can receive e-mail notification of agenda and staff report postings by subscribing to the [Notify Me](http://www.menlopark.org/notifyme) service on the City's homepage at www.menlopark.org/notifyme. Agendas and staff reports may also be obtained by contacting the City Clerk at (650) 330-6620. Copies of the entire packet are available at the library for viewing and copying. (Posted: 4/2/2015)

At every Regular Meeting of the City Council, in addition to the Public Comment period where the public shall have the right to address the City Council on the Consent Calendar and any matters of public interest not listed on the agenda, members of the public have the right to directly address the City Council on any item listed on the agenda at a time designated by the Mayor, either before or during the Council's consideration of the item.

At every Special Meeting of the City Council, members of the public have the right to directly address the City Council on any item listed on the agenda at a time designated by the Mayor, either before or during consideration of the item.

Any writing that is distributed to a majority of the City Council by any person in connection with an agenda item is a public record (subject to any exemption under the Public Records Act) and is available for inspection at the Office of the City Clerk, Menlo Park City Hall, 701 Laurel Street, Menlo Park, CA 94025 during regular business hours. Members of the public may send communications to members of the City Council via the City Council's e-mail address at city.council@menlopark.org. These communications are public records and can be viewed by any one by clicking on the following link: <http://ccin.menlopark.org>.

City Council meetings are televised live on Government Access Television Cable TV Channel 26. Meetings are re-broadcast on Channel 26 on Thursdays and Saturdays at 11:00 a.m. A DVD of each meeting is available for check out at the Menlo Park Library. Live and archived video stream of Council meetings can be accessed at <http://www.menlopark.org/streaming>. Persons with disabilities, who require auxiliary aids or services in attending or participating in City Council meetings, may call the City Clerk's Office at (650) 330-6620.



Date: April 7, 2015
To: Menlo Park City Council
From: Elidia Tafoya, Parks and Recreation Commissioner
Marianne Palefsky, Parks and Recreation Commission Vice-Chair
Re: Quarterly Report to City Council on 2-Year Work Plan

Update on current work plan goals for 2014-2016

1. Research and evaluate the social services and recreation opportunities in the Belle Haven neighborhood in support of the Belle Haven Visioning and Neighborhood Action Plan resulting in diverse, high quality programs meeting the needs of neighborhood residents. Ongoing to January 1, 2016.
 - The Commission received a presentation from the Belle Haven Community Development Fund on the Belle Haven Mini-Grant Program. Commissioners were impressed with the program and look forward to the completion of more projects and seeing further improvements. The Commission supports the Mini-Grant Program for its high community benefit in building community and increasing pride in the neighborhood. The Commission would like to see the program continue next year and in future years.
2. Research and evaluate opportunities to support and increase arts program offerings for the community resulting in residents having a greater exposure to the arts and improved partnerships with new and existing arts groups and venues. Ongoing to January 1, 2016.
 - The Commission's Arts Sub-Committee met and identified two sources for public art in Menlo Park, the first was the Great Spirit Path restoration project in Bedwell-Bayfront Park, and second was identifying two areas in downtown as potential locations where local artists could display their work.
 - The Commission also reviewed and approved the proposed Fremont Park tree repurposing and art project that was the result of creative problem-solving by the Public Works Department employees.
3. Study and evaluate City operated parks to ensure their short and long term vitality resulting in park structures and flora being properly maintained; parks being utilized by the community

with greater frequency; and ensuring a proper balance of park usage and long term conservation. Ongoing to January 1, 2016.

- The Commission reviewed and considered a proposal from the Menlo Park Historical Association for the installation of storyboards at Fremont Park. The Commission accepted the proposal and recommended that City staff work with the Association on the installation of two storyboards which would cost approximately \$2,000 each. The Association would be required to work with the City's Public Works Department and coordinate the proposed project.
- The Commission received a presentation from the Friends of Bedwell-Bayfront Park and heard public comment on a number of issues which include on-going park maintenance, security and code enforcement issues related to off-leash dogs, radio-controlled planes, parking enforcement etc. and long-term park usage. In response, the Bedwell-Bayfront Park Sub-Committee composed of members of the Commission and Friends of Bedwell-Bayfront Park began meeting to discuss these concerns. The sub-committee also met with City staff to discuss current park maintenance contracts which are set to expire, a proposal for a park master plan and the long-term sustainability of the park. The Commission supports moving forward with a park master plan and plans to submit a proposal to the City Council to address these concerns at a later date.
- The Commission received a presentation from the San Mateo County Parks and Rec Department on the status of the County's Flood Park. The County expressed interest in a partnership with the City in helping manage the park and shaping its future. The County is doing a master plan for the park and would like the Commission and the City to help in informing residents to get their input into the process. Following the County's development of a park master plan, the Commission supports potential joint-use of the park in order to increase the park's use and maximize the benefit to residents in Menlo Park.

Other areas and issues addressed by the Commission:

- The Commission reviewed and approved the existing field user groups for FY 2014-15.
- The Commission reviewed and provided feedback on the proposed CIP for FY 2015-16 and their feedback included:
 - a. Prioritization of the restroom projects at Jack Lyle and Willow Oaks Park. On their parks tour in July 2014, the Commission indicated that both of these parks need public restroom facilities given the high usage by residents and field user groups that serve youth sports programs.
 - b. The field condition and irrigation issues at Nealon Park Softball Field are a major concern for the Commission. Commission is supportive of relocating the existing dog park at Nealon Park to another location in the park if possible and timing the relocation along with the Sod Replacement project that is being proposed for Nealon in FY 2015-16. A new Dog Park with expanded hours and amenities is highly desirable while helping to preserve a highly used softball field by youth and adult field user groups.
 - c. The Commission recommends that the scheduled renovation of the Willow Oaks Dog Park be timed with the construction of a new Dog Park at Nealon.

The Commission recommends some type of low profile lighting for the Willow Oaks Dog Park be included as amenity to the park.

- d. Belle Haven Pool lighting project is a high priority given the increased usage of the pool year round by Menlo Swim and Sport and Brenda Villa's Water Polo Teams.
- The Commission received a presentation regarding recreational programming for disabled adults from Noria Zasslow, a former Parks and Recreation Commissioner who suggested recreational resources and opportunities for disabled adults or those with special needs is limited in Menlo Park. The Commission plans to work with City staff to determine the level of demand and significance of this issue, best practices in other Cities and determining the need for an Inclusion Policy for adults.
 - The Commission received the Aquatics Contractor Annual Report and a presentation by Menlo Swim and Sport at their February meeting. During the meeting the Commission reflected and discussed the performance of the pool contractor and the possibility of recommending a renewal of the lease agreement to City Council in lieu of an extensive RFP process. The discussion in the meeting included an overview of the RFP process, weighing the pros and cons of a lease extension versus a complete RFP process, a review of the annual report and current contractor's performance, a question/answer session and preliminary discussion about potential terms of a new lease agreement. At their March meeting, the Commission received public comment and after further consideration approved a recommendation to develop a term sheet for a potential renewal of the pool lease agreement with Menlo Swim and Sport.

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OFFICE OF THE CITY MANAGER

Council Meeting Date: April 7, 2015

Staff Report #: 15-050

COMMISSION REPORT:

Consider applicants for appointment to fill one vacancy on the Housing Commission, one vacancy on the Parks and Recreation Commission, three vacancies on the Library Commission, two vacancies on the Environmental Quality Commission, and two vacancies on the Transportation Commission

RECOMMENDATION

Staff recommends appointing applicants to fill three vacancies on the Library Commission, one vacancy on the Housing Commission, two vacancies on the Environmental Quality Commission, two vacancies on the Transportation Commission, and one vacancy on the Parks and Recreation Commission.

POLICY ISSUES

Council Policy CC-01-004 establishes the policies, procedures, roles and responsibilities for the City's appointed commissions and committees, including the manner in which commissioners are selected.

BACKGROUND

Staff conducted recruitment for the vacant positions for a period of eight weeks by publishing press releases in the Daily News, the Almanac and Patch.com, posting notices on the City's Facebook page, twitter and website, displaying ads on the electronic bulletin boards throughout the City's recreation facilities, the main library and on government access Channel 29, and by reaching out to the community through the social media site Next Door, the Chamber of Commerce online newsletter, school district online newsletter and by emailing targeted residents. All appointments will be for 4-year terms expiring in April 2019.

Applicants to the Housing Commission (currently 1 vacancy):

- Julianna Dodick (incumbent)
- TaMarra DeVaroe
- Meg McGraw-Scherer

Applicant to the Parks and Recreation Commission (currently 2 vacancies):

- Marianne Palefsky (incumbent)

Applicants to the Library Commission (currently 4 vacancies):

- Kristina Lemons
- Freda Manuel
- Regine Nelson

Applicants to the Environmental Quality Commission (currently 2 vacancies):

- Nicole Angiel
- M. Janelle London
- Scott Marshall (incumbent)
- Ryann Price
- Grace Yuan

Applicants to the Transportation Commission (currently 2 vacancies):

- Cheryl Cathey
- Jonas Halpren
- Elizabeth (Betsy) Nash
- Tiffany Seeney
- Bianca Walser (incumbent)
- Cynthia (Cindy) Welton

***All applications will be provided to the City Council under separate cover and are also available for public viewing at the City Clerk's office during regular business hours or by request.

ANALYSIS

Pursuant to City Council Policy CC-01-0004 (Attachment A), commission members must be residents of the City of Menlo Park and serve for designated terms of four years, or through the completion of an unexpired term. Residency for all applicants has been verified by the City Clerk's office.

In addition, the Council's policy states that the selection/appointment process shall be conducted before the public at a regularly scheduled meeting of the City Council. Nominations will be made and a vote will be called for each nomination. Applicants receiving the highest number of affirmative votes from a majority of the Council present shall be appointed.

IMPACT ON CITY RESOURCES

Staff support for selection of commissioners is included in the FY 2014-15 Budget.

PUBLIC NOTICE

Public Notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting.

ATTACHMENTS

- A. Excerpt from City Council Policy CC-01-0004

Report prepared by:

Pamela Aguilar

City Clerk

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City of Menlo Park		City Council Policy
Department City Council		Effective Date 3-13-01
Subject Commissions/Committees Policies and Procedures and Roles and Responsibilities	Approved by: Motion by the City Council on 03-13-2001; Amended 09-18-2001; Amended 04-05-2011	Procedure # CC-01-0004

Application/Selection Process

1. The application process begins when a vacancy occurs due to term expiration, resignation, removal or death of a member.
2. The application period will normally run for a period of four weeks from the date the vacancy occurs. If there is more than one concurrent vacancy in a Commission, the application period may be extended. Applications are available from the City Clerk’s office and on the City’s website.
3. The City Clerk shall notify members whose terms are about to expire whether or not they would be eligible for reappointment. If reappointment is sought, an updated application will be required.
4. Applicants are required to complete and return the application form for each Commission/Committee they desire to serve on, along with any additional information they would like to transmit, by the established deadline. Applications sent by fax, email or submitted on-line are accepted; however, the form submitted must be signed.
5. After the deadline of receipt of applications, the City Clerk shall schedule the matter at the next available regular Council meeting. All applications received will be submitted and made a part of the Council agenda packet for their review and consideration. If there are no applications received by the deadline, the City Clerk will extend the application period for an indefinite period of time until sufficient applications are received.
6. Upon review of the applications received, the Council reserves the right to schedule or waive interviews, or to extend the application process in the event insufficient applications are received. In either case, the City Clerk will provide notification to the applicants of the decision of the Council.
7. If an interview is requested, the date and time will be designated by the City Council. Interviews are open to the public.
8. The selection/appointment process by the Council shall be conducted open to the public. Nominations will be made and a vote will be called for each nomination. Applicants receiving the highest number of affirmative votes from a majority of the Council present shall be appointed.
9. Following a Council appointment, the City Clerk shall notify successful and unsuccessful applicants accordingly, in writing. Appointees will receive copies of the City’s Non-Discrimination and Sexual Harassment policies, and disclosure statements for those members who are required to file under State law as designated in the City’s Conflict of Interest Code. Copies of the notification will also be distributed to support staff and the Commission/Committee Chair.
10. An orientation will be scheduled by support staff following an appointment (but before taking office) and a copy of this policy document will be provided at that time.

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OFFICE OF THE CITY MANAGER

City Council Meeting Date: April 7, 2015

Staff Report #: 15-056

CONSENT CALENDAR: **Approval of an Agreement with the County of San Mateo for Animal Control Services**

RECOMMENDATION

Staff recommends that the City Council approve the five-year agreement with the County of San Mateo for Animal Control Services.

POLICY ISSUES

On May 6, 2014, the City Council unanimously approved the memorandum of agreement regarding cost sharing for construction of a new County-owned animal care shelter with the added condition that the City look into other service providers as the Silicon Valley Animal Control Authority (SVACA), the City of Palo Alto, or others that offer the same or better service.

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 (PHS) for animal control field and sheltering service under the belief that PHS is the only viable provider of animal care and field services in the county. All twenty 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. One limitation that existed in the past when considering service providers is that neither the County nor any member city owned or operated an animal control or adoption facility. Part of that has now been addressed by the new facility being constructed by the County (discussed below) and the separation of adoptive services by PHS into another facility.

Animal Control services are provided by PHS in a 45,000 square foot building at 12 Airport Boulevard in San Mateo. In 2011, PHS moved its charitable, mission-driven functions, such as animal adoption, from the Airport Boulevard shelter to its recently constructed 57,000 square foot building on Rollins Road in Burlingame.

The mandated animal control service functions remain at the older Airport Boulevard shelter. Those functions include: receiving and housing stray animals; serving as the

location for the public when looking for lost pets or surrendering unwanted animals; sheltering animals; spay/neuter clinic; and, vaccination clinic. For public convenience, licensing, micro-chipping, veterinary care and animal behavior work are performed at both locations.

Due to the age of the Airport Boulevard shelter, it was in need of significant repairs. In 2014, the City Council, along with all cities the County, approved a Memorandum of Understanding (MOU) with the County for funding the construction of a new animal care facility. When that facility is completed, the County and member cities will have more service options available to them for obtaining animal control services. For example, a new Joint Powers Authority (JPA) could be formed wherein the County and member cities develop their own joint field services units throughout the County to replace the services currently provided by PHS. Alternatively, the County, under the current service provision model, could issue a Request for Proposals (RFP) to a wider array of service providers, to include PHS and others, in order to obtain more competitive quotations and more choices for services. Finally, individual cities (or smaller groups of cities) could consider operating their own field services units and contracting with the County for its sheltering services. It was for that reason that the new facility is so important to the region strategically, and why the timing of this contract extension (5 years) will give the County and cities time to weigh options.

ANALYSIS

At the City Council's direction, staff explored options for other service providers, including the Silicon Valley Animal Control Authority (SVACA), the City of Palo Alto, and others that were thought to possibly offer the same or better service as PHS. SVACA and the City of Palo Alto were deemed the only two providers that could potentially serve as feasible alternatives to PHS within reasonable proximity to Menlo Park, and staff met with representatives of both entities to tour their facilities and share service data.

City of Palo Alto

The City of Palo Alto's strategy for providing animal control services has been unsettled since Mountain View transferred its services from Palo Alto to SVACA a few years ago. Currently, Palo Alto's animal care services are undergoing an internal audit and review as they evaluate their ability to continue to provide cost effective services and consider options for addressing their own shelter facility needs. Based on the timeline of their internal review, Palo Alto is not a viable option.

Silicon Valley Animal Control Authority

At its regular board meeting on March 26, 2015, SVACA reviewed cost estimates for providing service to Menlo Park. The projected costs for Menlo Park's field and shelter services, not including capital investment, were \$262,135 (approximately 1% above than the annual service cost from PHS). With Menlo Park's contribution included, the other four member agencies would potentially see a cost reduction of 4-6%. The board members' discussion centered on the original mission of providing services to their communities in Santa Clara County and the current quality of service they enjoy. Several board members

expressed that 4-6% in annual savings was not substantial enough for them to consider bringing on another member and stretching their service area into San Mateo County. The unanimous decision was not to consider Menlo Park for membership at this time.

This leaves Menlo Park with no other options for providing animal control services other than San Mateo County's arrangement with PHS. The current animal control agreement between the County and PHS expires on June 30, 2015.

The County, with advice via the San Mateo County city managers' association and other interested city participants, has negotiated a new five-year agreement with PHS that would take effect on July 1, 2015. Work on the new agreement and contract negotiations began in earnest in 2013 and concluded in late 2014.

Provisions of the Contract:

Overall costs with PHS were negotiated to increase no more than 2.5 and 3% annually over the five year term of the agreement. The County cost for facilitation and coordination of the program also has increases of between 2.5-3% annually over the term, but no more than the actual cost.

Menlo Park's share of the total contract in 2014-15 is \$260,069, with our percentage share (and all cities) being revisited annually. The number of service calls and shelter visits 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 saving incentives built into the agreement. If PHS saves money from their approved budget without compromising their service levels, PHS can keep half of those savings, with the other half realized by member cities and the County. In order for PHS to retain their half of the savings, the County reviews the service levels provided by PHS to confirm that service levels were not degraded in order to achieve those savings. This provision is a change from the current contract, which has PHS keeping 75% of savings.

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 prior contract costs were charged to cities weighted 27% Field Services/73% Shelter services. That cost allocation was based on an older consultant study that was based more on activity, but not as much on costs.

The second factor in dividing costs is how to factor in offsetting revenues from animal licensing and vaccinations. The prior contract with cities had all licensing/vaccination revenues coming off the top from total PHS costs, prior to allocating net costs back to cities and the Unincorporated County. The new contract gives each city credit for the animal licensing and vaccination 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 a performance audit (Section 4.3k) after the first two years of the agreement 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.

Review of County Construction Progress by Cities:

The agreement with the County includes a provision in Section 5.3b that states ‘(o)nce construction begins on the new animal care shelter ... in San Mateo...., presently anticipated to be during the summer of 2015, each City may participate on an Animal Care Shelter Advisory Committee. This Committee will convene at key junctures during the construction process to discuss the progress. It will also be used as a venue for each City to ask questions and share concerns”. As above on the Performance Audit, the construction process and results will be reviewed with interested city participants, such as through the SMCCMA.

IMPACT ON CITY RESOURCES

The increase in service costs over the five-year contract term is capped at either 2.5 or 3.0% annually; depending on the year. Under the new contract, and with inclusion of annual capital costs for the new facility, Menlo Park’s animal control service expense is expected to be approximately \$294,558 to \$302,579. This amount is budgeted in the Police Department and funded from the General Fund.

PUBLIC NOTICE

Public Notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting.

ATTACHMENTS

- A. Agreement with County of San Mateo for Animal Control Service

Report prepared by:
Clay J. Curtin
Assistant to the City Manager

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 _____ day of _____, 2015, 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 50 years with the current Agreement expiring on June 30, 2015; 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, 2020; 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
- Exhibit C – Animal Control Contractor Responsibilities
- Exhibit D – Animal Licensing Contractor Responsibilities
- Attachment 1 – Agreement between County of San Mateo and the Peninsula Humane Society & SPCA

2. Definitions

- 2.1 Administrative Costs: The actual costs, including, but not limited to, salaries, benefits, dispatch, 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 regulating and enforcing laws dealing with 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 regulating 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 Animal Control Contractor's 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 its 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's animal control ordinance(s) 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 each City's territorial limits. The fee schedule adopted by each City shall be the same as outlined in Chapter 6.04.290 of the San Mateo County Ordinance Code, hereinafter "County Ordinance".

Enforcement of provisions of each City's ordinance that differs

substantially from the County Ordinance 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 or 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 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 Each City agrees to meet annually with County to develop performance measures that are valid, reliable, and supported by accessible data to be used to evaluate the level and quality of services provided by Animal Control Contractor and Animal Licensing Contractor.
- 3.8 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, 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 31st 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 November 15th of each year; and
- c. Each City shall pay the County the amount shown on the Final Invoice no later than December 31st of each year.

3.9 If revenue collected exceeds Net Program Costs, the excess will be returned to the Cities using the Proportionate Share of Costs.

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 3.8 above.

Fiscal Year	Amount
2015-16	\$5,944,135
2016-17	\$6,122,459
2017-18	\$6,275,521
2018-19	\$6,463,786
2019-20	\$6,625,381

- b. The County will pay Animal Licensing Contractor the following agreed-to amounts. These costs are to be reimbursed by the Cities as provided in Section 3.8 above.

Current Contract 2013-2016	Amount
One year license	\$3.80 per license
Multi-year license	\$3.80 for the first year and \$2 for each additional year
Late fees collected	\$2.50 collection service fee for each license
Replacement tags	\$3.80 per tag
Bank and supply fees	Actual cost

- 4.2 The County shall provide the services as outlined in this Agreement for the following estimated amounts. Parties will only be invoiced for the actual costs to provide said services as outlined in this Agreement and are to be reimbursed by the Cities as provided in Section 3.8 above.

Fiscal Year	Amount
2015-16	\$420,000
2016-17	\$433,000
2017-18	\$442,000
2018-19	\$455,000
2019-20	\$466,000

- 4.3 In consideration of the payment provided for in Section 3.8, 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 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.
- c. If requested, the Parties' representatives will meet annually to develop performance measures that are valid, reliable, and supported by accessible data to be used to evaluate the level and quality of service provided by the Animal Control Contractor and Animal Licensing Contractor.
- d. With direction from each City, respond on behalf of each City to public inquiries regarding the Animal Control Program and the Animal Licensing Program.
- e. Provide monthly report showing field, shelter, licensing activities, and Dangerous Animal Permit holders as feasible.
- f. Provide dispatch services for after-hours/holiday calls for animal control and licensing.
- g. Provide radio maintenance services on radio equipment owned by the Parties and used to perform services as outlined in Exhibit C.
- h. 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.
- i. 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.

- j. Annually provide each City with the audit report required and completed as outlined in Exhibit C.
- k. At the end of the second year of this Agreement, arrange and oversee a performance audit 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 3.8.
- l. 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. Oversee a committee known as the Spay/Neuter Assistance Advisory Committee comprised of volunteers and city representatives. This Committee will convene quarterly to discuss spay/neuter voucher activities and outreach efforts focused on pet overpopulation. It will also be used as a forum for each City and the public to ask questions and share concerns regarding spay/neuter assistance. Meetings will be arranged and scheduled by County staff.
 - 3. 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.
- m. 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.

- n. 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.
- o. 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.
- p. 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.
- q. 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.
- r. 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.
- s. Work with San Mateo County veterinarians to ensure anti-rabies vaccination reporting as required by the County.
- t. 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.
- u. 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 a anti-rabies vaccination as required by State law or County ordinance and report annually to the Department of Public Health.
- v. Attend the Animal Control Contractor's monthly vaccination clinic in an on-going effort to educate pet owners on the importance of vaccinating and licensing dogs and cats that reside in the County and the Cities.

- w. Provide decapitation training and materials to Animal Control Contractor's staff.
- x. 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 & 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.

Field Enforcement Services. Services Agreement shall require that the Animal Control Contractor shall provide adequate staff for the provision of field enforcement services for the purpose of enforcing state and local ordinances pertaining to domestic animals, as described in Exhibit C.

Shelter Services. Services Agreement shall require that the Animal Control Contractor shall provide adequate 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.

Treatment Services. Services Agreement shall require that, in accordance with California state law, the Animal Control Contractor shall provide adequate staff and facilities for the provision of treatment services to injured animals as described in Exhibit C.

Licensing Services. Services Agreement shall require that, in accordance with California state law, the Animal Licensing Contractor shall provide adequate staff and facilities for the provision of licensing dogs and cats as described in Exhibit D.

5.3 **Lease.**

- a. To enable the Animal Control Contractor to perform the services contemplated by this Agreement for the entire term, each City understands that the existing Animal Control Contractor's leasehold of the animal care shelter located at 12 Airport Boulevard in San Mateo, California, is subject to the County and Animal Control Contractor's lease agreement and that the current lease shall extend at the rental rate of one dollar (\$1.00) per annum, but only so long as the Animal Control Contractor's Services Agreement remains in full force and effect. Notwithstanding the above, when the County's proposed new shelter facility is ready to accommodate all services required to be provided by the Animal Control Contractor under the Services Agreement that are now provided in the existing facility, the lease will terminate. At such time, County will provide the Animal Control Contractor with 90 days written notice to, and the Animal Control Contractor shall within that 90 days, vacate the existing facility unless both parties agree to an extension.
- b. Once construction begins on the new animal care shelter to be located at 12 Airport Boulevard in San Mateo, California, presently anticipated to be during the summer of 2015, each City may participate on an Animal Care Shelter Advisory Committee. This Committee will convene at key junctures during the construction process to discuss the progress. It will also be used as a venue for each City to ask questions and share concerns. Meetings will be arranged and scheduled by County staff.

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 as set forth in Exhibit B.

In the event that any party asserts that an emergency safety-related repair is needed to the portions of the Peninsula Humane Society & SPCA facility 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. Parties acknowledge that the County has prepared a Maintenance & Repair survey "Survey" of conditions and deferred maintenance and repairs of the portion of the PHS/SPCA facilities used for contracted animal control services, located at 12 Airport Boulevard in the City of San Mateo, which document is included in Attachment 1.

While Animal Control Contractor may use contract funds for the general maintenance of the PHS/SPCA facility located at 12 Airport Boulevard in the City of San Mateo that are used to provide contracted animal control services, repairs shall be prioritized to those noted in the "Survey" or that ensure safe and effective operation of the facility.

Animal Control Contractor will send the County a quarterly itemized report showing the repairs and maintenance performed at the facility.

The Animal Control Contractor agrees to allow the County Department of Public Works to access to the facility quarterly to review conditions. This authorized visit does not in any way create a process for authorizing repairs as the decision of which repairs to perform remains at the discretion of the Animal Control Contractor.

In the event of an emergency safety related repair or other repair deemed necessary in order to maintain the facility in operable condition is needed to the portions of the PHS/SPCA facility located at 12 Airport Boulevard in the City of San Mateo that are used to provide contracted animal control services, Parties agree to meet in good faith to jointly determine which maintenance or repairs are required and whether or not such repair work shall be undertaken.

- 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.

Program Deficit or Surplus. The Cities acknowledge and agree that:

- a. The Animal Control Contractor may retain half (50%) of all unspent animal control contract funds with the written approval of the County and exercise full authority over the use of its share, if the County determines that the savings by Animal Control Contractor have not impacted the quality of services detailed in this Agreement.
- b. County's determination under Section 5.6(a) shall follow within 90 days subsequent to County review of a mutually acceptable Audit Report, defined in Exhibit C of this Agreement.
- c. The Animal Control Contractor has agreed not to use these savings to provide services which will add on-going costs to services covered by this Agreement without written County approval.
- d. This Section 5.6 shall not apply to cost savings resulting from decreased levels of service due to changes in each City, County

or State law.

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 basis to the Cities summarizing various field enforcement 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, 2015 through June 30, 2020.

Except as otherwise provided by this section, this Agreement may not be terminated by any party during the effective period from July 1, 2015 through June 30, 2020. 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 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 each City as set forth in Sections 3.6 and 4.2.
- c. In the event of concurrent negligence of the County, its officer 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. Finally, 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. This indemnification and hold harmless clause 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, sex, 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: Jean Fraser, Chief of the Health System

Address: 225-37th Avenue San Mateo, CA 94403

Telephone: 650.573.2912

Facsimile: 650.573.2788
Email: JFraser@smcgov.org

- 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 2014-15 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%

Exhibit C
Animal Control Contractor Responsibilities

Animal Control Contractor shall provide the following services:

1. Enforce all County and City ordinances which are substantially similar to Chapters 6.04, 6.12, and 6.16 of Title 6 of the San Mateo County Ordinance Code and issue citations as appropriate for violations of said Chapters 6.04, 6.12, and 6.16 of Title 6 of San Mateo County Ordinance Code.
2. Enforce all applicable animal control laws of the State of California, unless excluded as specified in this Exhibit, Section 31, Excluded Services.
3. Impound all dogs caught at large and provide for field return as appropriate.
4. Provide rabies investigation and quarantine services according to the procedures described in this document and incorporated herein as Attachment 2 to the Services Agreement between County and Animal Control Contractor (Attachment 1) except as where the Contractor, in its sole opinion, believes that such services would result in conflict with law and/or Contractor's mission and purpose as a humane society for the prevention of cruelty to animals.
5. Notify County by January 31st of the number of quarantines handled for the past calendar year, broken down by city, compared to the average number of quarantines for the prior three calendar years and showing in-home vs. sheltered quarantines.
6. Upon request by City or County, investigate complaints of animal-related public nuisances, except excluded services as specified in this Exhibit, Section 31 Excluded Services.
7. Remove dead animals from the public right-of-way, except freeways and/or highways which are maintained by CALTRANS.
8. Remove stray dead domestic animals from private property for no charge.
9. Remove owned domestic dead animals at the request of owner with a charge to the citizen requesting the service.
10. Investigate and follow up with impoundment, citation and/or prosecution of reported animal bites and attacks in conjunction with City Attorney and/or District Attorney.
11. If euthanasia is necessary for a sick or injured wild animal in the field, the euthanasia shall be conducted by trained personnel with necessary equipment, both of which will be provided by Contractor. This service shall be available twenty-four (24) hours a day, seven (7) days a week.

12. Investigate and follow-up on dangerous and vicious animal complaints, including but not limited to, initially determining the designation of animal as dangerous or vicious, as defined by appropriate ordinance; testifying at hearings; monitoring dangerous animal permits; investigating and citing owners for permit violations; impounding all dangerous and vicious animals posing an immediate threat to the public health and safety; euthanizing vicious animals; and performing annual inspections of residences maintaining dangerous animals.

Under no condition shall a dangerous or vicious animal designation when determined in accordance with relevant County or City ordinance, placed on an animal by a law enforcement officer of any contract area as shown in Exhibit A to be overridden by Contractor. In cases where the contract area law enforcement officer is designating the animal as dangerous or vicious, Contractor's responsibility is limited to testifying as may be needed regarding prior history with animal and/or owner.

13. Investigate dog vs. person incidents at County and/or City or other approved off-leash dog areas including dog parks, beaches, public parks, etc., and if appropriate, designate animal as dangerous or vicious.
14. Assign animal control and/or humane officers to perform the functions specified throughout this Exhibit. Such officers shall conduct routine patrols except areas noted in Excluded Services 31.1-31.12; respond to complaints; investigate and perform rescues; comply with court subpoenas; impound dangerous, vicious, injured, and/or loose animals.
15. Employ sufficient resources to provide the level of service guaranteed to County and contract areas as shown in Exhibit A.

16. **Field Enforcement Staffing & Services**

- 16.1 Contractor shall staff its field services adequately to provide field enforcement services throughout the County as provided hereunder. Field Services enforcement shall be provided twenty-four (24) hours a day, seven (7) days a week as specified in this Exhibit, Section 16.
- 16.2 Contractor's field services shall include enforcement of all local ordinances which are substantially similar to the County's Ordinance 6.04, 6.12, 6.16 and all related state laws pertaining to animals, except as otherwise noted in the Services Agreement between County and Animal Control Contractor (Attachment 1).

- 16.3 Field Enforcement shall include:
- a) **Priority 1 Calls.** Contractor shall immediately respond to all emergency calls for service, but always within one hour. For the purpose of this subsection, an 'emergency call' means a sick or injured animal; complaint of a bite or attack in progress; a bite or attack which has occurred and where the animal remains a threat to persons or property; or a Dangerous Animal Permit violation that has occurred and same Dangerous Animal remains a threat to persons or property; reports of aggressive dogs or dog packs; and stray dogs confined by law enforcement; and
 - b) **Priority 2 Calls.** Contractor shall respond without unnecessary delay to all non-threatening Dangerous Animal Permit violations; late reports of animal bites or attacks where there is no longer an immediate threat to persons or property. Priority 2 Calls should routinely be resolved as soon as reasonably possible, but always within twelve (12) hours of receiving the call; and
 - c) **Priority 3 Calls.** Contractor shall respond as soon as reasonably possible to calls pertaining to quarantines; non-threatening loose dogs; stray livestock; or dead animal pick up; and all other non-emergency calls for service including pick up of confined strays from the public, but always within twenty-four (24) hours of receiving the call.

Notwithstanding any other provision herein, Contractor shall respond on Sundays, holidays, and after regular patrol hours (9pm-8am) only to calls in the Priority 1 and 2 categories unless staffing is available.

In any case wherein the Contractor does not believe it will be able to respond within these guidelines, the Contractor shall inform the reporting party and/or the local law enforcement agency as to the reason for the delay and an anticipated time frame for the Contractor's response.

- 16.4 When there is reasonable belief of a person's or an animal's exposure to rabies, Contractor will immediately notify Public Health personnel, 650.573.2346, 8am-5pm, M-F or 650.363.4981 after hours/holidays.

17. **Impoundment**

- 17.1 Within 24 hours of receipt of a specific request from City and/or County law enforcement agencies, Contractor shall promptly impound any animal when lawfully requested. The requesting law enforcement agency must be present at the scene of the impoundment and must provide Contractor with any warrants required for entry and/or impoundment. This request may come at any time the local law enforcement agency deems it is appropriate.
- 17.2 Contractor shall not release any impounded animals unless the owner of such animal, or another individual with express verbal or written authority

from the owner to pick up the animal, appears at the Contractor's facility, and pays relevant impoundment, emergency medical treatment, and licensing/permit fees to redeem said animal.

- 17.3 Contractor shall maintain for four (4) years records of animals impounded including the description of animal; date of receipt; date and manner of disposition; treatment received; name and address of person who redeemed or adopted animal; and fees, charges and proceeds charged and collected for adoption or redemption. Contractor shall record all inoculations, which will then be included as part of said record.
18. May issue citations to any person whose animal is in violation of any state statute or County and/or City ordinance, unless noted as an exception elsewhere in the Services Agreement between County and Animal Control Contractor (Attachment 1).
19. Refer neighborhood related animal complaints to the Peninsula Conflict Resolution Center or appropriate local mediation service.
20. **Sheltering Services**
 - 20.1 Shall provide shelter services including receiving and impounding animals; housing animals; redemption of animals; treatment of animals; spay/neuter of animals; euthanasia of animals; and/or disposal of animals.
 - 20.2 Employ sufficient resources to provide the level of sheltering services guaranteed in the Services Agreement between County and Animal Control Contractor (Attachment 1).
 - 20.3 Shelter and care for all animals received twenty-four (24) hours a day, seven (7) days a week.
 - 20.4 Provide services as required by the State of California Penal Code 597.1 and state laws governing shelters for animal care, treatment, holding periods, and placements and dispositions.
 - 20.5 Shall have business offices and public access areas of shelter to be open to the public on a schedule designed to benefit the public and facilitate the services established in this Services Agreement, provided that the hours and access be a minimum of forty (40) hours per week. Contractor shall post and publicize public hours, and inform the County and contract areas shown on Exhibit A of hours and of any change in hours.
 - 20.6 May subcontract, with prior written approval of the County, for the service of decapitation of animals for rabies testing, as long as such subcontract does not increase costs to County and contract areas shown on Exhibit A.

20.7 Microchip all animal designated as Dangerous prior to release if medically appropriate and owner is compliant. In the instance of a non-compliant owner, Contractor shall attempt at the first annual inspection of the owner's property to ascertain that the animal has in fact been microchipped as required by County Ordinance and shall report their findings to County in a timely fashion.

21. **Treatment, Staffing and Services**

21.1 Shall provide or arrange to provide treatment to injured or sick animals in accordance with Section 597.1 of the State of California Penal Code and other relevant state law.

21.2 Employ sufficient resources to provide the level of treatment services guaranteed in the Services Agreement between County and Animal Control Contractor (Attachment 1).

21.3 Bring all injured and/or sick dogs and cats found without an owner in a public place or confined by a citizen directly to a veterinarian in the community or to the Contractor's facility where it will be determined whether said animal should be immediately euthanized or be hospitalized under proper care and given emergency treatment. Injured or sick animals will only be transported to Contractor's facility if staff and/or volunteers are available to treat said animals.

21.4 On holidays, weekends, and between 6pm and 8am, M-F, and as may be otherwise needed on an emergency basis, all injured and/or sick animals may be taken by Contractor to an emergency veterinarian clinic/hospital if Contractor's staff and/or volunteers are unavailable to treat said animals and if the condition of the animal requires immediate treatment according to the judgment of the Contractor.

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

22. **Licensing & Permit Issuance for Dogs and Cats.**

Contractor shall:

22.1 Not release any impounded dog or cat to its owner unless it is licensed as required by applicable ordinance unless refusing to release the animal causes a conflict to the Contractor's mission and purpose as a humane

society for the prevention of cruelty to animals, and/or where efforts to collect fees would, in Contractor's estimation, potentially jeopardize safety of its staff, volunteers, or facilities.

22.2 License and/or issue required permits and collect applicable fees for all dogs and cats that are encountered at the Airport Blvd. shelter as required by applicable ordinance.

22.3 Issue dog and cat licenses to the general public as required by applicable ordinance and collect applicable fees.

23. **Performance Measures.**

Contractor shall:

23.1 Collect and maintain data as outlined in the Services Agreement between County and Animal Control Contractor (Attachment 1) Section 8 Performance Measures.

23.2 Report calendar year data to County by January 15th of each year of the Services Agreement between County and Animal Control Contractor (Attachment 1)..

24. **Pick up of animals.**

Contractor shall:

24.1 Pick up and dispose of any dead animal on any street, sidewalk, or other public property with reasonable access as determined in the sole discretion of Contractor except as otherwise indicated in this Exhibit.

24.2 Pick up and dispose of domestic animals on private property for free if the animal is not owned (stray).

24.3 Pick up domestic, owned animals on private property for a fee.

24.4 Pick up and/or dispose of dead or live wildlife on private property or brought to shelter if such wildlife has had direct contact with humans and/or domestic animals which are involved in a bite, attack, is sick, or is injured.

24.5 Dispose of dead or live wildlife or domestic dead animals that are brought to the shelter.

25. **Disaster Preparedness.**

Contractor shall participate in a minimum of one full-scale exercise with San Mateo

County Health System or the Office of Emergency Services annually. County to provide Contractor with a list of exercises which meet this requirement.

26. **Reporting**

Contractor shall:

26.1 Provide complete statistical and other summary information regarding activities and services performed under the Services Agreement between County and Animal Control Contractor (Attachment 1) upon request and with reasonable notice from County or contract areas as well as from members of the public.

26.2 Provide monthly sheltering, field services, and adoption statistical reporting to County and Cities. Information contained on said monthly reports shall be agreed upon by Parties annually.

26.3 Provide annual reports on :
a) Total rabies vaccinations given to dogs and cats by Contractor
b) Total quarantines (home & shelter) monitored by Contractor
c) Total spay/neuter surgeries provided by Contractor

Information contained on said annual reports shall be agreed upon by Parties annually.

26.4 Provide annually an organizational chart showing Contractor staff positions for all areas of the Services Agreement between County and Animal Control Contractor (Attachment 1).

26.5 Work with County representatives to identify means to best gauge County & Cities fee structure.

27. **Record Requests**

27.1 Comply with any request by a representative of County for records or documents.

Nothing in the Services Agreement between County and Animal Control Contractor (Attachment 1) obligates Contractor to release names, addresses, phone numbers and/or any other personal, private or other identifying information that it deems confidential for the purposes of conducting its business or for maintain individuals' privacy protection.

Contractor agrees to hold harmless and indemnify County and its officer, agents and employees, against any and all claims, suits or actions of any kind resulting from any decision by Contractor, or its officers, agents or

employees, to withhold any document or information from any member of the public.

- 27.2 Provide Dangerous or Vicious animal reports prepared by Contractor for purpose of administrative hearings to the County or City and the animal owners, and other interested parties so requesting, no less than three days prior to the scheduled hearing; provided however that Contractor reserves the right to maintain the confidentiality of any private information as described in the Services Agreement between County and Animal Control Contractor (Attachment 1) Section 13 Hold Harmless.

28. **Audit Requirement & Records**

Contractor shall annually hire an independent auditor who will conduct a fiscal year audit of all expenses and revenues and services provided hereunder. The auditor must document and express an opinion on program revenues, expenses and units of service and must conduct audit in accordance with generally accepted auditing standards. The audit report shall also express an opinion regarding compliance with the financially related terms of the Services Agreement between County and Animal Control Contractor (Attachment 1) and the requirements and regulations contained hereunder. The completed written audit and opinions shall be supplied to the County by December 31st of each calendar year for the previous fiscal year. Contractor shall maintain books, records, reports and accounts adequate to allow County and/or the auditor to fully evaluate, assess and audit Contractor's performance of services and use of contract funds under the Services Agreement between County and Animal Control Contractor (Attachment 1).

29. **Vaccination Clinics**

- 29.1 Contractor will hold a minimum of one low cost vaccination clinic per month at the animal control shelter.
- 29.2 County licensing staff will participate at the clinic for no additional payment to Contractor.

30. **Communications**

- 30.1 Contractor agrees to report to the City Managers' Group upon request, at a maximum of quarterly over the term of the Services Agreement between County and Animal Control Contractor (Attachment 1).
- 30.2 Contractor agrees to meet with representatives of Contractor's Board of Directors and a committee of City and County elected officials upon request, at a maximum of once a year over the term of the Services Agreement between County and Animal Control Contractor (Attachment 1).

31. **Excluded Services**

- 31.1 Enforcement of regulations regarding the number of animals per household.
- 31.2 Removal and/or disposal of dead marine animals.
- 31.3 Pick up of baby birds.
- 31.4 Pick up of dead animals (deer, wildlife or domestic) from freeways or highways (1, 35 (Skyline Blvd.), 82 (El Camino Real), 84 (Woodside Road), 92, 101, 109, 114, 230, 280, 380). Freeways and highways are maintained by CALTRANS.
- 31.5 Respond to barking dog complaints or animal noise nuisance complaints.
- 31.6 Enforce state law and regulations related to the prevention of cruelty to animals including but not limited to animal abandonment.
- 31.7 Respond to marine mammals/fish whether dead or alive.
- 31.8 Respond to pest-control issues (e.g., infestations, perceived or real, of rats, mice, insects, gophers, wasps, or spiders).
- 31.9 Respond to mountain lions and any wildlife incidents that could constitute a violation of the Contractor's California Department of Fish and Wildlife permits.
- 31.10 Respond to incidents involving dangerous escaped exotic animals.
- 31.11 Investigate dog vs. dog incidents at County and/or City or other approved off-leash dog areas including dog parks, beaches, public parks, etc.
- 31.12 Routine patrol of leash-law enforcement in parks, beaches, and other public places. Contractor will respond to complaints, calls, and observed violations regarding off-leash dogs in parks, beaches, and other public places, yet not complete routine patrols.

Exhibit D
Animal Licensing Contractor Responsibilities

Animal Licensing Contractor shall provide the following services:

Management of daily operations for animal licensing

Data Entry & Processing

Process correspondences from pet owners including, but not limited to, issuing tags.

Provide timely billing and renewal notices to pet owners, with at least one of the notices to be printed on an 8-½ x11 sheet of paper and a return envelope is enclosed. In addition, at least one of the notices will provide pet owner with the date in which the late fee became due.

Provide data entry of both new and renewal licenses and vaccination information. Implement procedures for verification of information submitted.

Ensure complete, unduplicated, and accurate information.

Process, collect, and provide receipts for animal licensing fees.

Provide licensing and vaccination data for a weekly transfer of data from the Contractor's database into County's proprietary database.

Provide customer service including communication with citizens, veterinarians, and designated County staff.

Issue service animal tags to County approved service animal owners. Assist County staff in processing rabies exemption applications.

Veterinarians & Other Authorized Registrars

Process license sales and vaccination reports from other sources (i.e. the local animal shelter, veterinary clinics, pet stores, etc.)

Assist County staff to ensure reasonable quantities of on-site of basic supplies (reporting forms, vaccination certificates, citizen mailing envelopes, et.) necessary to sell license tags and/or report information on citizens vaccinating their animals against rabies.

Animal License Tags

Process and mail 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.

Issue replacement tags to pet owners whose license tags have been lost, stolen, or damaged.

Electronic Payments & Banking

Provide the ability for pet owners to pay through the Contractor's Merchant Service Provider.

Provide on-line customer service via the Contractor's website to allow pet owners to make license payments or donations.

Deposit all receipts collected for licensing into a bank account set up solely for the purpose of managing County animal licensing funds.

Make daily deposits and transmit verification of said deposits to designated County staff by the tenth of the following month.

Collect and report electronic and charge card payments and transmit verification of said deposits to designated County staff by the tenth of the month.

Send all funds collected and deposited on behalf of the County via a monthly wire transfer by the tenth of the following month.

Accept license fees from licensees via the following forms of payment at a minimum: check, money order, debit or ATM Card, or credit cards.

Charges to Licensee for on-line payments:

Cost of Recovery Processing Fees in the amount of \$1.95 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.

Communication & Access

Provide timely responses to and communication with citizens, County designees, and Animal Control and Licensing program representatives including Animal Control Officers.

Provide a customized San Mateo County toll-free number and answering service.

Provide 24/7 access to Contractor's database by County, Emergency Dispatch, and any other authorized Division personnel, including login.

Communicate to pet owners on the status of their pet's license status including annual billing.

Reporting

Provide monthly report of animals licensed to the County.

Provide statistical reports as requested by the County.

Provide monthly report of all veterinarians who are delinquent in submitting their monthly vaccination without license (VWL) reports.

Provide monthly, quarterly, and annual lists of delinquent licenses as requested by the County.

Additional Services

Work in partnership with County staff on developing and implementing options to increase licensing compliance.

Contractor agrees that the animal licensing information belongs to the County and will never sell, transfer, or release personal data to a third party.

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.

Contractor agrees to comply with California state and local laws governing animal licensing.

Contractor will back up all databases twice during the working day.

ATTACHMENT 1

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
THE PENINSULA HUMANE SOCIETY & SPCA, A CALIFORNIA NONPROFIT
CORPORATION**

THIS AGREEMENT, entered into this _____ day of _____, 20____,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and
PENINSULA HUMANE SOCIETY & SPCA, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing animal care, control and shelter services, as required under local and state law and in the interest of the public safety and welfare, for the entire unincorporated territory of the County of San Mateo and all cities of the County of San Mateo which have contracted with the County for such services (collectively hereinafter, "Cities"); and

WHEREAS, Contractor is a private, nonprofit corporation organized under the California Nonprofit Public Benefit Corporation law for charitable purposes, including for the prevention of cruelty to animals; and

WHEREAS, County and Contractor (collectively hereinafter, "Parties") wish to enter into a written Agreement for Animal Control and Shelter Services, in which Contractor agrees to perform and County agrees to compensate Contractor for performance of certain specified animal care, animal control, and shelter services (hereinafter, "Services Agreement"); and

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

WHEREAS, on or about August 17, 1976, Parties entered into an amendment of the October 12, 1971 Lease Agreement whereby Contractor relinquished a portion of the leased area (identified as Parcel B on Exhibit A) and the County added to the leased area

a portion (identified as Parcel C on Exhibit A), such that the Amended Lease Agreement encompassed a lease of approximately six (6) acres of County real property; and

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

WHEREAS, on or about June 17, 2003, December 14, 2004, April 24, 2007, and April 26, 2011, Parties entered into written agreements for Animal Control Services and Shelter Services for the purpose of amending and extending the term of the Services Agreement and extending the term of the Lease Agreement by a period ending June 30, 2015; and

WHEREAS, Parties desire to enter into a Services Agreement and extend the current Lease Agreement as set forth herein.

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

1. Exhibits and Attachments

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

- Exhibit A—Leased Areas
- Exhibit B—Contract Areas
- Exhibit C—Services
- Exhibit D – Fees to Be Collected for Services Provided
- Exhibit E—Payments and Rates
- Attachment 1 – Public Works Inspection dated March 16, 2009
- Attachment 2 – Quarantine Algorithm dated February 5, 2014

2. Contractor to Provide

- 2.1 **Services.** In consideration of the payments set forth herein and in Exhibit E, and under the general direction of representatives of the San Mateo County Health System, Contractor shall provide animal control services including field enforcement, shelter services, and treatment including spay and neuter, of all animals as described in Exhibit C for County and contract areas as shown in Exhibit B.
- 2.2 **Facilities & Equipment.** Unless stated elsewhere in the Services Agreement, Contractor is responsible for the purchase, repair, and maintenance costs of all facilities and equipment needed to perform services outlined in Exhibit C.

If County and Cities choose, at their own discretion, to replace equipment that is used solely by the Contractor for the purpose of this Services

Agreement, County and Cities will be financially responsible for the purchase cost of said equipment.

Parties acknowledge that the County has prepared a Maintenance & Repair survey of conditions and deferred maintenance and repairs of the portion of the PHS/SPCA facilities used for contracted animal control services, located at 12 Airport Boulevard in the City of San Mateo, which document is attached and incorporated herein as Attachment 1 ("Survey").

While Contractor may use contract funds for the general maintenance of the PHS/SPCA facility located at 12 Airport Boulevard in the City of San Mateo that are used to provide contracted animal control services, repairs shall be prioritized to those noted in the "Survey" or that ensure safe and effective operation of the facility.

Contractor will send the County a quarterly itemized report showing the repairs and maintenance performed at the facility.

The Contractor agrees to allow the County Department of Public Works to access to the facility quarterly to review conditions. This authorized visit does not in any way create a process for authorizing repairs as the decision of which repairs to perform remains at the discretion of the Contractor.

In the event of an emergency safety related repair or other repair deemed necessary in order to maintain the facility in operable condition is needed to the portions of the PHS/SPCA facility located at 12 Airport Boulevard in the City of San Mateo that are used to provide contracted animal control services, Parties agree to meet in good faith to jointly determine which maintenance or repairs are required and whether or not such repair work shall be undertaken.

If County and Cities choose to terminate for reasons other than material breach of this Services Agreement or County and Cities choose not to renew this Services Agreement, County and Cities shall be financially responsible for the remaining cost of any lease for vehicles or equipment used by the Contractor solely for the purpose of this Services Agreement.

3. **County to Provide**

- 3.1 **Delivery of Animals.** Any animal taken into custody by an employee or officer of the County or an employee or officer of a City shall be delivered to the Contractor at its shelter or held in a humane way at a designated holding area until it can be picked up by Contractor.
- 3.2 **Uniform Ordinances and Citation Authority.** County shall encourage jurisdictions shown on Exhibit B to adopt and maintain the same animal

control ordinance and fee schedule as the County. The animal control ordinances for all jurisdictions shown on Exhibit B shall be substantially the same as the provisions of Chapters 6.04, 6.12, and 6.16 of Title 6 of the San Mateo County Ordinance Code, as amended, to be effective within the city limits. The fee schedule shall be the same as outlined in Chapter 6.04.290 of the San Mateo County Ordinance Code.

Enforcement of city ordinances which differ substantially from the County ordinance and which result in an increase to Contractor's costs shall be reimbursed directly by the city requiring additional services, as negotiated between city requiring additional services and Contractor; alternately, Contractor may, at its sole discretion, choose not to provide enforcement of city ordinances which differ substantially from the County ordinance. Provision of services to the contracted areas under this Services Agreement shall take priority over such additional services provided separately to contracting cities.

County reserves the right to make amendments to its animal control ordinance at any time. County will involve Contractor in the process of developing proposed ordinance amendments. County will submit any proposed ordinance changes to Contractor, and Contractor will respond within 30 days as to whether or not the proposed ordinance changes are contrary to Contractor's mission and purpose as a humane society for the prevention of cruelty to animals. Contractor will not be obligated to enforce ordinance changes which are contrary to its mission and purpose. Provided the amendments are not contrary to Contractor's mission and purpose, Parties shall negotiate in good faith regarding Contractor's enforcement of the amendments. Should such amendments result in significantly increased costs to Contractor, the Parties agree to negotiate in good faith, appropriate reimbursement, as provided by Section 7 Cost Overruns of this Services Agreement.

- 3.3 **Radios.** County shall maintain County-owned radio equipment.
- 3.4 **Dispatch.** County shall provide radio dispatching to Contractor between the hours of 6:00pm and 8:00am Monday through Friday and 5:00pm and 8:00am Saturday, Sunday, and Holidays.

Parties shall meet when necessary to agree upon the relevant voicemail message the public hears on Contractor's telephone during County dispatch hours.

- 3.5 **Supplies.** County shall provide animal licensing tags for dogs, cats, animals held under a Dangerous Animal Permit, and animals designated as Service Animals.

- 3.6 **Revenue Services.** County shall provide collection services for fees that are uncollectable after a service has been provided in the cases when the Contractor determines failure to provide the service would result in conflict to the Contractor's mission and purpose as a humane society for the prevention of cruelty to animals and Contractor has made every reasonable attempt to collect said fees.

Contractor has no legal authority to negotiate, waive or retain fees for services outlined in Exhibit C.

- 3.7 **Training.** County shall provide decapitation training and materials to Contractor's staff to ensure their health and safety.
- 3.8 **Documents.** Parties shall meet when necessary to agree upon any relevant printed materials which are to be prepared and distributed by the Contractor for use in executing the Services Agreement.

4. Payments

- 4.1 In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit C, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit E. In no event shall the County's fiscal obligation under this Services Agreement exceed Thirty One Million Four Hundred Thirty One Thousand Two Hundred and Eighty Two Dollars (\$31,431,282) except as provided by 7.1 of this Services Agreement.
- 4.2 County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is in deficient and in breach of the terms of this Services Agreement unless, after County provides written notice to Contractor of the deficiencies, Contractor cures said deficiencies within sixty days of the written notice of deficiencies.

5. Fiscal and Program Monitoring

- 5.1 Representatives designated by the Parties may meet to review year-to-date expenditures and to discuss any financial or programmatic issues that either party may have. Either party may request a special meeting for these purposes and upon reasonable notice. Any changes in the amount to be paid to the Contractor shall require Board of Supervisors and Cities' approval. If requested by the County, members of the Contractor's Board of Directors Executive Committee and/or President shall meet with representatives from the San Mateo County City Managers Association.
- 5.2 Where County and Cities issue permits for public exhibitions and events which include animals, such permits shall not be issued without the input of Contractor. Contractor is entitled to recover costs which relate to

staffing that may result during or after the exhibition or event. Such costs shall be collected from the permit applicant by City or County as part of the permit process and then such fee shall be provided to Contractor based on a fee schedule set by Contractor and approved by the City or County in which the event is taking place. Contractor agrees to expeditiously review permits and provide input to the County or City. The provisions of this paragraph do not apply to public exhibitions and events where the only animals included in such events are anticipated to be service animals or police dogs.

- 5.3 For budgeting and monitoring purposes, revenue accounts shall be established for each service and shall be maintained separately by Contractor.

6. Use of Contract Revenue

- 6.1 All funds paid to Contractor pursuant to this Services Agreement shall be used by the Contractor to meet its obligations herein.
- 6.2
 - a. Contractor may retain half (50%) of all unspent contract funds with the written approval of the County and exercise full authority over the use of its share, if the County determines that the savings by Contractor have not impacted the quality of services detailed in this contract.
 - b. Approval from County will follow within 90 days subsequent to County review of a mutually acceptable Audit Report, defined in Exhibit C, Section 28 Audit Requirements & Records of this Services Agreement.
 - c. Contractor agrees not to use these savings to provide services which will add on-going costs to services covered by this Services Agreement without written County approval.
 - d. This paragraph shall not apply to cost savings resulting from decreased levels of service due to changes in County or State law as provided by Section 7 Cost Overruns of this Services Agreement.

7. Cost Overruns

- 7.1 During any fiscal year of this Services Agreement, if the costs necessary and incidental to Contractor's provision of services hereunder are greater than could have been reasonably anticipated, Parties hereto shall meet to discuss what steps should be taken. In no event shall the County provide additional reimbursement for costs overruns without approval of the Board of Supervisors and contracting Cities' representatives.
- 7.2 If county or state laws are passed during the term of this Services

Agreement that require a greater level of service, County agrees to negotiate in good faith with Cities and Contractor to reimburse Contractor for additional costs associated with implementing the new laws. Should such amendments result in significantly increased costs to Contractor, Parties agree to negotiate in good faith to agree on appropriate reimbursement. If Parties are unable to agree on reimbursement costs, Contractor shall document the increased costs and submit to the County Controller. The Controller will conduct an independent audit. Parties agree to accept the Controller's determination of any increased costs.

- 7.3 If current state laws are amended, repealed, otherwise changed or suspended during the term of this Services Agreement that reduce, increase, alter, or remove existing relevant mandates, County may require Parties to meet to discuss possible financial and operational impacts of levels of service per the change in law, including but not limited to any decrease in contract amounts paid to Contractor. If within 90 days Parties reach mutual agreement as to how to proceed as a result of the change in law it shall be memorialized as an amendment to this Services Agreement. If after no less than ninety (90) days Parties do not reach mutual agreement as to how to proceed as a result of the change in law, the County Controller will conduct an independent audit. Parties then have the option to accept the Controller's determination. Should Parties decide not to accept the Controller's determination, Parties have an additional thirty (30) days to determine whether they wish to exercise early termination of this Services Agreement, as set forth below. Parties' failure to exercise this early termination option at the end of this thirty (30) days results in this Services Agreement continuing without change or amendment for the duration of the term determined by Section 9 Term and Termination of this Services Agreement. Should either Party chose to exercise this early termination option, the Party shall do so by providing three-hundred-sixty-five (365) days prior written notice to other Party of its decision to terminate.

Notwithstanding any provision of the Lease Agreement to the contrary, should the County choose to exercise the early termination option described herein by providing the required three-hundred-sixty-five (365) days prior written notice of termination of the Services Agreement to Contractor, the early termination of Parties' Lease Agreement shall also be automatically effected thereby, as of the same date of termination as the Services Agreement, without further notice to Contractor, including but not limited to that otherwise required by Section 18 (b) of the Lease Agreement No. 5024 executed October 12, 1971.

8. Performance Measures

- 8.1 From the effective date of this Services Agreement, Contractor shall implement the following performance measures.

- a. Contractor responds to Priority 1 Calls within 60 minutes of receipt of the call. Target = 90%

For the purpose of this subsection, "responds" is defined as arriving on-scene.

- b. Contractor shall not release any impounded animals unless the owner of such animal, or another individual with express written or verbal authority to represent the owner, appears at the Contractor's facility, and pays relevant impoundment, emergency medical treatment, and/or licensing/permit fees to redeem said animal. Target = 100%
- c. Number of pets receiving a rabies vaccination by Contractor. Target a 10% total increase of animals receiving rabies vaccinations by using the baseline of FY 2014-15, with a 10% increase for each consecutive year throughout the term of this Services Agreement.
- d. All legally required vaccinations will be verified as up-to-date or given to any domestic animal that comes into the Contractor's possession prior to being released back into the community unless Contractor's veterinarian determines said animal has a serious medical condition that by giving the vaccination would risk the animal's health or well-being. Target = 100%

- 8.2 If requested, Contractor shall meet annually with the County and City representatives to develop performance measures that are valid, reliable, and supported by accessible data to be used to evaluate the level and quality of service provided by Contractor.

9. **Term and Termination**

- 9.1 **Services Agreement.** Subject to compliance with all terms and conditions, the term of this Services Agreement shall be from July 1, 2015, through June 30, 2020.

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

- 9.2 **Material Breach.** In the event of a material breach of this Services Agreement by either party, the other party shall notify the breaching party of such material breach and that such breach must be cured within sixty days of the notice. In the event the breaching party does not cure the material breach within sixty days, the notifying party may immediately terminate this Services Agreement or seek any other applicable legal remedy including but not limited to specific performance of this Agreement. Termination is effective on the date specified in the written notice. In any event of termination under this paragraph, Contractor shall be paid for all approved work performed until termination. Contractor shall have no right to, or claim against County or any contracting City for, the balance of the contract amount.
- 9.3 **Lease Agreement.** To enable Contractor to perform the services under this Services Agreement for the entire term, Parties hereby agree that Contractor's leasehold of the premises subject to the Parties' Lease Agreement and the Lease Termination Notice shall extend at the rental rate of one dollar (\$1.00) per annum, but only so long as this Services Agreement remains in full force and effect. Notwithstanding the above, when the County's proposed new shelter facility is ready to accommodate all services required to be provided by Contractor under this Services Agreement that are now provided in the existing facility, the lease will terminate. At such time, County will provide Contractor with 90 days written notice to, and Contractor shall within that 90 days, vacate the existing facility unless both parties agree to an extension.

10. Negotiated Agreement

Parties acknowledge and agree that this Services Agreement was reduced to writing by County solely for the convenience of the Parties and that neither party is to be considered the drafter of this Services Agreement for the purposes of construction or interpretation of said Services Agreement or any ambiguity herein. Parties acknowledge that the language and provisions of this Services Agreement was negotiated between the Parties, each of whom had the benefit of legal counsel.

11. Availability of Funds

County may terminate this Services Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, City or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding. In the event of termination, Contractor shall only be entitled to payment under this Agreement for services already rendered as of the date of termination and shall refund any payments made in advance for which services have not been rendered. Contractor shall not be obligated to provide any services under this Services Agreement for which funding is not available.

12. Relationship of Parties

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

13. Hold Harmless

13.1 Contractor shall hold harmless and indemnify the County, and each participating city as listed in Exhibit B as third party beneficiaries of this Services Agreement, their officers, agents, and employees from all claims, suits or actions of every name, kind and description, brought for, or on account of injuries to or death of any person, including but not limited to Contractor or its agents, officers or employees, or damage to property of any kind whatsoever and to whomsoever belonging, including but not limited to Contractor or its agents, officers, or employees, or any other loss or cost, resulting from the performance or nonperformance of any work or obligations required by the Agreement of Contractor, and/or from any activities undertaken by Contractor, its officers, employees or agents, under this Agreement, and which result from the negligent or intentional acts or omissions of Contractor, its officers or employees.

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

13.2 County shall hold harmless and indemnify the Contractor, its officers, agents, and employees from all claims, suits or actions of every name, kind and description, brought for, or on account of injuries to or death of any person, including but not limited to County or its agents, officers or employees, or damage to property of any kind whatsoever and to whomsoever belonging, including but not limited to County or its agents, officers, or employees, or any other loss or cost, resulting from the performance or nonperformance of any work or obligations required by the Agreement of County, and/or from any activities undertaken by County, its officers, employees or agents, under this Agreement, and which result from the negligent or intentional acts or omissions of County, its officers or employees.

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

In the event of concurrent negligence of the County, its officers, agents and/or employees, and the Contractor, its officers, agents and/or employees, then the liability for any and all claims for injuries or

damages to persons and/or property or any other loss or costs which arise out of the terms, conditions, covenants, promises and responsibilities of this Agreement, shall be apportioned according to the California theory of comparative negligence.

14. Assignability and Subcontracting

If the Cities within San Mateo County and the County establish a Joint Powers Agency to implement the administrative function of the Animal Control Program, this Services Agreement may be assigned to it by the County.

Contractor may not assign this Services Agreement in whole or in part to a third party without the prior written approval of the County except as otherwise noted elsewhere in this Services Agreement. All obligations contained herein shall remain in force following any such assignment, except by mutual written agreement of Parties.

Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Services Agreement.

15. Insurance

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

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

15.2 **Liability Insurance.** Contractor shall take out and maintain during the term of this Services Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Services

Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Services Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability \$1,000,000
- (b) Motor Vehicle Liability Insurance \$1,000,000
- (c) Professional Liability \$1,000,000

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

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

16. Compliance With Laws

16.1 All services to be performed by Contractor pursuant to this Services Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Services Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Services Agreement. Notwithstanding, nothing in this Section in any way alters the provisions set forth in Section 3.2, 7.2,

and 7.3 regarding obligations and rights of the Parties as it relates to changes made to City and County ordinances and State laws during the term of this Agreement.

16.2 Further, Contractor certifies that Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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

17. Non-Discrimination and Other Requirements

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

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

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

17.4 *Compliance with County's Equal Benefits Ordinance.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- Contractor complies with Chapter 2.84 by:
 - offering the same benefits to its employees with spouses and

its employees with domestic partners.

- offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- Contractor does not comply with Chapter 2.84, and a waiver must be sought.

17.5 *Discrimination Against Individuals with Disabilities.* The Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.

17.6 *History of Discrimination.* Contractor must check one of the two following options, and by executing this Services Agreement, Contractor certifies that the option selected is accurate:

- No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

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

- i) termination of this Services Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation; and/or
- iv) imposition of other appropriate contractual and civil remedies and

sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this Section and/or to set off all or any portion of the amount described in this Section against amounts due to Contractor under this Services Agreement or any other agreement between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

18. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Services Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

19. Retention of Records, Right to Monitor and Audit

- 19.1 Contractor shall maintain all records pertaining to services provided under this Services Agreement for a period of four (4) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit of County, a Federal grantor agency, and the State of California.
- 19.2 Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State, and local agencies, and as required by County.

- 19.3 Contractor agrees upon reasonable notice to maintain and provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Services Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.
- 19.4 All books, records, reports and accounts maintained pursuant to this Services Agreement as related to Contractor's activities under this Services Agreement shall be open to inspection and audit by the County or a designated representative, and by representatives of the state and federal government, upon reasonable notice during normal business hours throughout the life of this Services Agreement and for a period of four (4) years thereafter.
- 19.5 Contractor shall use all commercially reasonable efforts to achieve economy, efficiency and effectiveness in performance of the services provided. Contractor and County will meet on occasion, as requested by County, but not to exceed more than once per year, to consider revisions which may be needed to the reporting forms created to document performance of the services provided. At any time during the term of this Services Agreement, County may request additional detailed information of one or more services performed for the purpose of a performance audit. The County shall make every effort to follow Generally Accepted Government Auditing Standards (GAGAS). The Contractor shall not unreasonably deny such requests under this intent. County may not require additional information of Contractor which Contractor, in its sole discretion, knows to be unduly burdensome to provide and/or which will interfere with the operations of Contractor's programs and services including such programs and services which are not covered by this Services Agreement.

20. Merger Clause & Amendments

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

and signed by the parties.

21. Controlling Law and Venue

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

22. Effectiveness of Services Agreement

This Services Agreement becomes effective only after all jurisdictions shown on Exhibit B adopt it by entering into the agreement for animal control services between the County and participating cities.

If such County/City Services Agreement is not adopted by all jurisdictions shown on Exhibit B, this Services Agreement is null and void in its entirety except in such an event, Contractor and any of the jurisdictions shown on Exhibit B are in agreement with the terms and conditions and choose to use it as the grounds for considering a Services Agreement acceptable to only those parties, with such changes in payment and other terms as the parties agree.

23. Notices

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

In the case of County, to:

Name/Title: Jean Fraser, Chief of the Health System
Address: 225-37th Avenue San Mateo, CA 94403
Telephone: 650.573.2912
Facsimile: 650.573.2788
Email: JFraser@smcgov.org

In the case of Contractor, to:

Name/Title: Ken White, President
Address: 1450 Rollins Road Burlingame, CA 94010

Telephone: 650.685.8502
Facsimile: 650.348.7891
Email: kwhite@peninsulahumanesociety.org

24. Electronic Signature

If both County and Contractor wish to permit this Services Agreement and future documents relating to this Services Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Services Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: If this box is checked by County, County consents to the use of electronic signatures in relation to this Services Agreement.

For Contractor: If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Peninsula Humane Society & SPCA

President, Peninsula Humane Society & SPCA

Date: _____

Exhibit A

Leased Areas

EXHIBIT A

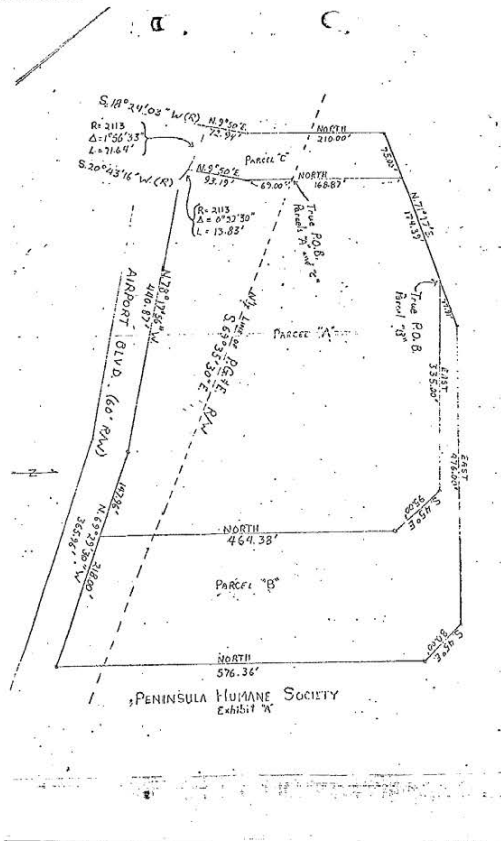


Exhibit B

Contract Areas

The unincorporated County and the following Cities have contracted for services pursuant to this Services Agreement:

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

Exhibit C
Animal Control Contractor Responsibilities

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

1. Enforce all County and City ordinances which are substantially similar to Chapters 6.04, 6.12, and 6.16 of Title 6 of the San Mateo County Ordinance Code and issue citations as appropriate for violations of said Chapters 6.04, 6.12, and 6.16 of Title 6 of San Mateo County Ordinance Code.
2. Enforce all applicable animal control laws of the State of California, unless excluded as specified in this Exhibit C, Section 31, Excluded Services.
3. Impound all dogs caught at large and provide for field return as appropriate.
4. Provide rabies investigation and quarantine services according to the procedures described in this document and incorporated herein as Attachment 2 to this Services Agreement except as where the Contractor, in its sole opinion, believes that such services would result in conflict with law and/or Contractor's mission and purpose as a humane society for the prevention of cruelty to animals.
5. Notify County by January 31st of the number of quarantines handled for the past calendar year, broken down by city, compared to the average number of quarantines for the prior three calendar years and showing in-home vs. sheltered quarantines.
6. Upon request by City or County, investigate complaints of animal-related public nuisances, except excluded services as specified in this Exhibit C, Section 31 Excluded Services.
7. Remove dead animals from the public right-of-way, except freeways and/or highways which are maintained by CALTRANS.
8. Remove stray dead domestic animals from private property for no charge.
9. Remove owned domestic dead animals at the request of owner with a charge to the citizen requesting the service.
10. Investigate and follow up with impoundment, citation and/or prosecution of reported animal bites and attacks in conjunction with City Attorney and/or District Attorney.
11. If euthanasia is necessary for a sick or injured wild animal in the field, the euthanasia shall be conducted by trained personnel with necessary equipment, both of which will be provided by Contractor. This service shall be available twenty-four (24) hours a day, seven (7) days a week.

12. Investigate and follow-up on dangerous and vicious animal complaints, including but not limited to, initially determining the designation of animal as dangerous or vicious, as defined by appropriate ordinance; testifying at hearings; monitoring dangerous animal permits; investigating and citing owners for permit violations; impounding all dangerous and vicious animals posing an immediate threat to the public health and safety; euthanizing vicious animals; and performing annual inspections of residences maintaining dangerous animals.

Under no condition shall a dangerous or vicious animal designation when determined in accordance with relevant County or City ordinance, placed on an animal by a law enforcement officer of any contract area as shown in Exhibit B to be overridden by Contractor. In cases where the contract area law enforcement officer is designating the animal as dangerous or vicious, Contractor's responsibility is limited to testifying as may be needed regarding prior history with animal and/or owner.

13. Investigate dog vs. person incidents at County and/or City or other approved off-leash dog areas including dog parks, beaches, public parks, etc., and if appropriate, designate animal as dangerous or vicious.
14. Assign animal control and/or humane officers to perform the functions specified throughout this Exhibit. Such officers shall conduct routine patrols except areas noted in Excluded Services 31.1-31.12; respond to complaints; investigate and perform rescues; comply with court subpoenas; impound dangerous, vicious, injured, and/or loose animals.
15. Employ sufficient resources to provide the level of service guaranteed in this Services Agreement for County and contract areas as shown in Exhibit B.
16. **Field Enforcement Staffing & Services**
 - 16.1 Contractor shall staff its field services adequately to provide field enforcement services throughout the County as provided hereunder. Field Services enforcement shall be provided twenty-four (24) hours a day, seven (7) days a week as specified in this Exhibit C, Section 16.
 - 16.2 Contractor's field services shall include enforcement of all local ordinances which are substantially similar to the County's Ordinance 6.04, 6.12, 6.16 and all related state laws pertaining to animals, except as otherwise noted in this Services Agreement.

- 16.3 Field Enforcement shall include:
- a) **Priority 1 Calls.** Contractor shall immediately respond to all emergency calls for service, but always within one hour. For the purpose of this subsection, an 'emergency call' means a sick or injured animal; complaint of a bite or attack in progress; a bite or attack which has occurred and where the animal remains a threat to persons or property; or a Dangerous Animal Permit violation that has occurred and same Dangerous Animal remains a threat to persons or property; reports of aggressive dogs or dog packs; and stray dogs confined by law enforcement; and
 - b) **Priority 2 Calls.** Contractor shall respond without unnecessary delay to all non-threatening Dangerous Animal Permit violations; late reports of animal bites or attacks where there is no longer an immediate threat to persons or property. Priority 2 Calls should routinely be resolved as soon as reasonably possible, but always within twelve (12) hours of receiving the call; and
 - c) **Priority 3 Calls.** Contractor shall respond as soon as reasonably possible to calls pertaining to quarantines; non-threatening loose dogs; stray livestock; or dead animal pick up; and all other non-emergency calls for service including pick up of confined strays from the public, but always within twenty-four (24) hours of receiving the call.

Notwithstanding any other provision herein, Contractor shall respond on Sundays, holidays, and after regular patrol hours (9pm-8am) only to calls in the Priority 1 and 2 categories unless staffing is available.

In any case wherein the Contractor does not believe it will be able to respond within these guidelines, the Contractor shall inform the reporting party and/or the local law enforcement agency as to the reason for the delay and an anticipated time frame for the Contractor's response.

- 16.4 When there is reasonable belief of a person's or an animal's exposure to rabies, Contractor will immediately notify Public Health personnel, 650.573.2346, 8am-5pm, M-F or 650.363.4981 after hours/holidays.

17. **Impoundment**

- 17.1 Within 24 hours of receipt of a specific request from City and/or County law enforcement agencies, Contractor shall promptly impound any animal when lawfully requested. The requesting law enforcement agency must be present at the scene of the impoundment and must provide Contractor with any warrants required for entry and/or impoundment. This request may come at any time the local law enforcement agency deems it is appropriate.
- 17.2 Contractor shall not release any impounded animals unless the owner of such animal, or another individual with express verbal or written authority from the owner to pick up the animal, appears at the Contractor's facility,

and pays relevant impoundment, emergency medical treatment, and licensing/permit fees to redeem said animal.

- 17.3 Contractor shall maintain for four (4) years records of animals impounded including the description of animal; date of receipt; date and manner of disposition; treatment received; name and address of person who redeemed or adopted animal; and fees, charges and proceeds charged and collected for adoption or redemption. Contractor shall record all inoculations, which will then be included as part of said record.
18. May issue citations to any person whose animal is in violation of any state statute or County and/or City ordinance, unless noted as an exception elsewhere in this Services Agreement.
19. Refer neighborhood related animal complaints to the Peninsula Conflict Resolution Center or appropriate local mediation service.
20. **Sheltering Services**
 - 20.1 Shall provide shelter services including receiving and impounding animals; housing animals; redemption of animals; treatment of animals; spay/neuter of animals; euthanasia of animals; and/or disposal of animals.
 - 20.2 Employ sufficient resources to provide the level of sheltering services guaranteed in this Services Agreement.
 - 20.3 Shelter and care for all animals received twenty-four (24) hours a day, seven (7) days a week.
 - 20.4 Provide services as required by the State of California Penal Code 597.1 and state laws governing shelters for animal care, treatment, holding periods, and placements and dispositions.
 - 20.5 Shall have business offices and public access areas of shelter to be open to the public on a schedule designed to benefit the public and facilitate the services established in this Services Agreement, provided that the hours and access be a minimum of forty (40) hours per week. Contractor shall post and publicize public hours, and inform the County and contract areas shown on Exhibit B of hours and of any change in hours.
 - 20.6 May subcontract, with prior written approval of the County, for the service of decapitation of animals for rabies testing, as long as such subcontract does not increase costs to County and contract areas shown on Exhibit B under this Services Agreement.
 - 20.7 Microchip all animal designated as Dangerous prior to release if medically appropriate and owner is compliant. In the instance of a non-compliant

owner, Contractor shall attempt at the first annual inspection of the owner's property to ascertain that the animal has in fact been microchipped as required by County Ordinance and shall report their findings to County in a timely fashion.

21. **Treatment, Staffing and Services**

- 21.1 Shall provide or arrange to provide treatment to injured or sick animals in accordance with Section 597.1 of the State of California Penal Code and other relevant state law.
- 21.2 Employ sufficient resources to provide the level of treatment services guaranteed in this Services Agreement.
- 21.3 Bring all injured and/or sick dogs and cats found without an owner in a public place or confined by a citizen directly to a veterinarian in the community or to the Contractor's facility where it will be determined whether said animal should be immediately euthanized or be hospitalized under proper care and given emergency treatment. Injured or sick animals will only be transported to Contractor's facility if staff and/or volunteers are available to treat said animals.
- 21.4 On holidays, weekends, and between 6pm and 8am, M-F, and as may be otherwise needed on an emergency basis, all injured and/or sick animals may be taken by Contractor to an emergency veterinarian clinic/hospital if Contractor's staff and/or volunteers are unavailable to treat said animals and if the condition of the animal requires immediate treatment according to the judgment of the Contractor.
- 21.5 If an animal becomes sick and/or injured while at the Contractor's facility, it will be treated by the Contractor's available veterinary staff and/or volunteers. If staff and/or volunteers are not available to treat sick and/or injured animal, it will be transported to a veterinary clinic/hospital for emergency or immediate treatment, if needed.

22. **Licensing & Permit Issuance for Dogs and Cats.**

Contractor shall:

- 22.1 Not release any impounded dog or cat to its owner unless it is licensed as required by applicable ordinance unless refusing to release the animal causes a conflict to the Contractor's mission and purpose as a humane society for the prevention of cruelty to animals, and/or where efforts to collect fees would, in Contractor's estimation, potentially jeopardize safety of its staff, volunteers, or facilities.
- 22.2 License and/or issue required permits and collect applicable fees for all dogs

and cats that are encountered at the Airport Blvd. shelter as required by applicable ordinance.

22.3 Issue dog and cat licenses to the general public as required by applicable ordinance and collect applicable fees.

23. **Performance Measures.**

Contractor shall:

23.1 Collect and maintain data as outlined in this Services Agreement Section 8 Performance Measures.

23.2 Report calendar year data to County by January 15th of each year of this Services Agreement.

24. **Pick up of animals.**

Contractor shall:

24.1 Pick up and dispose of any dead animal on any street, sidewalk, or other public property with reasonable access as determined in the sole discretion of Contractor except as otherwise indicated in this Exhibit.

24.2 Pick up and dispose of domestic animals on private property for free if the animal is not owned (stray).

24.3 Pick up domestic, owned animals on private property for a fee.

24.4 Pick up and/or dispose of dead or live wildlife on private property or brought to shelter if such wildlife has had direct contact with humans and/or domestic animals which are involved in a bite, attack, is sick, or is injured.

24.5 Dispose of dead or live wildlife or domestic dead animals that are brought to the shelter.

25. **Disaster Preparedness.**

Contractor shall participate in a minimum of one full-scale exercise with San Mateo County Health System or the Office of Emergency Services annually. County to provide Contractor with a list of exercises which meet this requirement.

26. **Reporting**

Contractor shall:

26.1 Provide complete statistical and other summary information regarding

activities and services performed under this Services Agreement upon request and with reasonable notice from County or contract areas as shown on Exhibit B, as well as from members of the public.

- 26.2 Provide monthly sheltering, field services, and adoption statistical reporting to County and Cities. Information contained on said monthly reports shall be agreed upon by Parties annually.
- 26.3 Provide annual reports on :
 - a) Total rabies vaccinations given to dogs and cats by Contractor
 - b) Total quarantines (home & shelter) monitored by Contractor
 - c) Total spay/neuter surgeries provided by Contractor

Information contained on said annual reports shall be agreed upon by Parties annually.
- 26.4 Provide annually an organizational chart showing Contractor staff positions for all areas of this Service Agreement.
- 26.5 Work with County representatives to identify means to best gauge County & Cities fee structure.

27. **Record Requests**

- 27.1 Comply with any request by a representative of County for records or documents.

Nothing in this Services Agreement obligates Contractor to release names, addresses, phone numbers and/or any other personal, private or other identifying information that it deems confidential for the purposes of conducting its business or for maintain individuals' privacy protection.

Contractor agrees to hold harmless and indemnify County and its officer, agents and employees, against any and all claims, suits or actions of any kind resulting from any decision by Contractor, or its officers, agents or employees, to withhold any document or information from any member of the public.

- 27.2 Provide Dangerous or Vicious animal reports prepared by Contractor for purpose of administrative hearings to the County or City and the animal owners, and other interested parties so requesting, no less than three days prior to the scheduled hearing; provided however that Contractor reserves the right to maintain the confidentiality of any private information as described in this Services Agreement, Section 13 Hold Harmless.

28. **Audit Requirement & Records**

Contractor shall annually hire an independent auditor who will conduct a fiscal year audit of all expenses and revenues and services provided hereunder. The auditor must document and express an opinion on program revenues, expenses and units of service and must conduct audit in accordance with generally accepted auditing standards. The audit report shall also express an opinion regarding compliance with the financially related terms of this Services Agreement and the requirements and regulations contained hereunder. The completed written audit and opinions shall be supplied to the County by December 31st of each calendar year for the previous fiscal year. Contractor shall maintain books, records, reports and accounts adequate to allow County and/or the auditor to fully evaluate, assess and audit Contractor's performance of services and use of contract funds under this Services Agreement.

29. **Vaccination Clinics**

- 29.1 Contractor will hold a minimum of one low cost vaccination clinic per month at the animal control shelter.
- 29.2 County licensing staff will participate at the clinic for no additional payment to Contractor.

30. **Communications**

- 30.1 Contractor agrees to report to the City Managers' Group upon request, at a maximum of quarterly over the term of this Services Agreement.
- 30.2 Contractor agrees to meet with representatives of Contractor's Board of Directors and a committee of City and County elected officials upon request, at a maximum of once a year over the term of this Services Agreement.

31. **Excluded Services**

- 31.1 Enforcement of regulations regarding the number of animals per household.
- 31.2 Removal and/or disposal of dead marine animals.
- 31.3 Pick up of baby birds.
- 31.4 Pick up of dead animals (deer, wildlife or domestic) from freeways or highways (1, 35 (Skyline Blvd.), 82 (El Camino Real), 84 (Woodside Road), 92, 101, 109, 114, 230, 280, 380). Freeways and highways are maintained by CALTRANS.

- 31.5 Respond to barking dog complaints or animal noise nuisance complaints.
- 31.6 Enforce state law and regulations related to the prevention of cruelty to animals including but not limited to animal abandonment.
- 31.7 Respond to marine mammals/fish whether dead or alive.
- 31.8 Respond to pest-control issues (e.g., infestations, perceived or real, of rats, mice, insects, gophers, wasps, or spiders).
- 31.9 Respond to mountain lions and any wildlife incidents that could constitute a violation of the Contractor's California Department of Fish and Wildlife permits.
- 31.10 Respond to incidents involving dangerous escaped exotic animals.
- 31.11 Investigate dog vs. dog incidents at County and/or City or other approved off-leash dog areas including dog parks, beaches, public parks, etc.
- 31.12 Routine patrol of leash-law enforcement in parks, beaches, and other public places. Contractor will respond to complaints, calls, and observed violations regarding off-leash dogs in parks, beaches, and other public places, yet not complete routine patrols.

Exhibit D
Fees To Be Collected For Services Provided

In consideration of the payments set forth in Exhibit E, Contractor shall make every attempt to collect all of the following fees from the responsible party. Contractor has no authority to negotiate, waive, or retain fees. However, where failure to provide the service would result in a conflict to the Contractor's mission and purpose as a humane society for the prevention of cruelty to animals, and/or where efforts to collect fees would, in Contractor's estimation, potentially jeopardize safety of its staff, volunteers or facilities, County agrees to provide collection services for said fees.

1. The following are fees as outlined in the applicable County or City Fee Ordinance are to be charged and collected by the Contractor to the party taking responsibility of the animal and then sent on a **weekly** basis to the County by the Contractor.

Licensing revenue is to be itemized by jurisdiction and category type in a format provided by the County.

- (a) All licensing fees as shown in San Mateo County ordinance 6.04.290 (a) and comparable City ordinances, including late fees whenever applicable.

2. The following are fees as outlined in the applicable County or City Fee Ordinance are to be charged and collected by the Contractor to the party taking responsibility of the animal and then sent on a **monthly** basis to the County by the Contractor.

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

1. **Impound charges and board costs** for all animals except wildlife, unless wildlife is legally under permit for possession by a private citizen, including Vincent Bill Unaltered impound fees;
2. **Transportation and trailing costs** for equine, swine, bovine, sheep, goats, and any other animals Contractor deems advisable to move by trailer; and
3. **Animal rescue costs** on private property.

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

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

- (d) Dangerous Animal Permit – permit, inspection, and signage fees, as

shown in San Mateo County Ordinance 6.04.290 (e), (f), and (g).

- (e) Field Return fees, as shown in San Mateo County Ordinance 6.04.290 (h).
- (f) Breeding and Fancier Permit fees, as shown in San Mateo County Ordinance 6.04.290 (i) and (j).
- (g) Return check fees, as shown in San Mateo County Ordinance 6.04.290 (k).
- (h) Record request fees, as shown in San Mateo County Ordinance 6.04.290 (l).
- (i) Administrative hearing fees, as shown in San Mateo County Ordinance 6.04.115 (f) or the applicable city ordinance.
- (j) Fees collected for dead animal pick-up in public areas and disposal; trap rental; dead animal pick-up on private property; and citation clearance.

3. **Uncollectable Fees**

When the applicable fee is uncollectable, but the service has been provided in the cases where failure to provide the service would result in conflict to the Contractor's mission and purpose as a humane society for the prevention of cruelty to animals, and/or where efforts to collect fees would, in Contractor's estimation, potentially jeopardize safety of its staff, volunteers or facilities, Contractor shall make what it believes to be a reasonable attempt to collect the fee from the responsible party.

Contractor will provide responsible party with a form provided by the County and agreed to by Contractor. Form will acknowledge debt for services provided by Contractor by executing said form with responsible parties' signature. Parties shall meet when necessary to agree upon the form.

If fees remain uncollectable, Contractor will send the following to the County on a **monthly** basis:

- (a) Excel spreadsheet showing the following:
 1. Responsible party's name, address, and telephone
 2. Service provided and fee charged by Contractor
 3. Reason Contractor was unable to collect fee at the time of service
- (b) Itemized invoice
- (c) Returned check, if applicable

Exhibit E
Payments and Rates

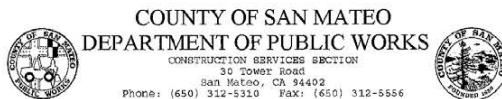
In consideration of the services provided by Contractor in Exhibit C & D and subject to the terms of this Services Agreement:

1. County shall pay Contractor in twelve (12) equal monthly installments the annual amount of:

<u>Fiscal Year and Amount</u>	
2015-16	\$ 5,944,135
2016-17	\$ 6,122,459
2017-18	\$ 6,275,521
2018-19	\$ 6,463,786
2019-20	\$ 6,625,381

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

Attachment 1



Public Health

ESTIMATE

March 16, 2009
CSS Est. #72626

Attn: Brian Zamora

Phone: 650-573-3426

**RE: Maintenance and Repair
Peninsula Humane Society, 12 Airport Blvd., San Mateo**

Dear Brian,

We propose to furnish services, including labor and materials, necessary to **Perform Maintenance and Repair** per your request dated November 19, 2008, our Scope of Work, and subject to the stated exclusions:

SCOPE OF WORK: ELECTRICAL

- > Perform EAMP (Electrical Apparatus Maintenance Program).
- > Test and clean Main Switchgear and subpanels.

Estimate Price: \$ 15,120.00

- > Perform various electrical work at the following locations:

• In-House Clinic:	\$ 7,665.00
• Squad Room/Lobby/Upstairs:	\$ 7,140.00
• Adoption:	\$ 3,413.00
• Wildlife:	\$ 5,040.00
• Education Lobby:	\$ 375.00
• Barn Yard:	\$ 640.00
• Roof:	\$ 5,670.00

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

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

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

SCOPE OF WORK: *PLUMBING*

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

Spay & Neuter Clinic

- > The unisex staff bathroom does not meet ADA requirements (16" to centerline of fixture) but is functional.
- > The dog wash sink should have a vacuum breaker installed, UPC code due to the pre-rinse hose being used.

Dog Storage Area

- > The water line touches the chain link fence, and the hose BIBBs need to have a vacuum breaker installed.
- > The Fire Inspector Test Drain needs to be strapped to the wall.

Cat Area

- > Hose BIBB attached to fence.

Roof Area

- > Sleepers need to be anchored to roof structure.
- > The water, gas, and condensate lines need to be put on sleepers and strapped.
- > Some of the condensate lines are broken or no traps are in place resulting in poor drainage.

In-House Clinic

- > No vacuum breaker installed on faucet. Need one due to the use of the pre-rinse hose.

Cat Room

- > Sink trap and/or dishwasher leaks. Check valves need to be installed on the hose reels.

Lobby and Human Resources

- > Men's and Women's restrooms do not meet ADA requirements for public use:
 - Centerline of toilet, height, 5'-0" radius for wheelchair.
 - Improper grab bar size and location.
 - Urinals do not meet height requirement and/or spacing.
- > Drinking fountains not to ADA specifications.

*Without a specific scope of work from the requester/customer, it is difficult to provide a cost estimate on the aforementioned items. Most are small things that can be done over a period of time (i.e. maintenance schedule). Some items are more important and should be addressed as soon as possible. It is recommended that one area at a time is brought up to all applicable codes.

SCOPE OF WORK: *Construction/Carpentry*

- > Pavement repairs, restriping, and spot sealing: \$ 39,900.00
- > Tune up (not rebuild) all HVAC units and roof ductwork: \$ 13,650.00
- > Patch, prime and paint no more than 12 small (4'x4' or smaller) sheetrock patches in multiple areas of wall and ceiling: \$ 22,050.00
- > Perform no more than 6 small (6'x6' or smaller) vct and/or carpet repairs: \$ 8,400.00
- > Repair & store up no more than 14 existing doors so as to operate normally (includes prime & paint): \$ 23,100.00
- > Repair existing roofing material, skylights, gutters, & downspouts: \$ 14,700.00
- > Replace no more than 940' of exterior siding, trim, z channel & vapor barrier: \$ 186,900.00
- > Caulk, prime (where needed), and paint exterior wood siding & trim: \$ 44,100.00

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

GRAND TOTAL ESTIMATE PRICE: \$ 411,023.00 (without plumbing or exit signs).

***NOTES:**

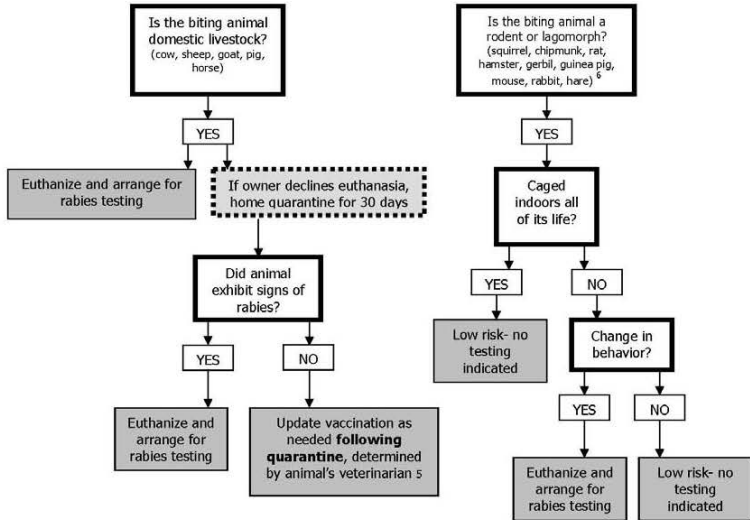
- ✓ Please keep in mind that access to areas may be limited, occupied or restricted.
 - ✓ Scheduling will take time and cooperation between all parties will be necessary to ensure impact to the public, staff, and tenants will be as minimal as possible.
 - ✓ Do to the age and state of repair for much of the facility, some incidentals will come up as work takes place. Example: exterior siding is removed revealing needed framing repair or replacement. This cannot be foreseen; therefore, a change order for any work above & beyond anticipated work will be submitted for approval.
1. A project daily report will be completed by the Construction Services authorized representative and is available upon request.
 2. Costs for material, rental equipment, subcontractor invoices, and other miscellaneous items not listed above will be charged at invoice.
 3. Any and all changes to the scope of work as detailed above will be done by authorized change order only.

EXCLUSIONS:

- 1) Anything not noted above.
- 2) *Unforeseen obstructions or changes to the scope or progress of any work.*
 - a. *Such obstructions or changes will be discussed with the customer and agreement will be made on appropriate revisions to the budget before any further work is done.*
- 3) Meetings. _____ (Initial)
- 4) Acts of nature.
 - a. Delays in work.

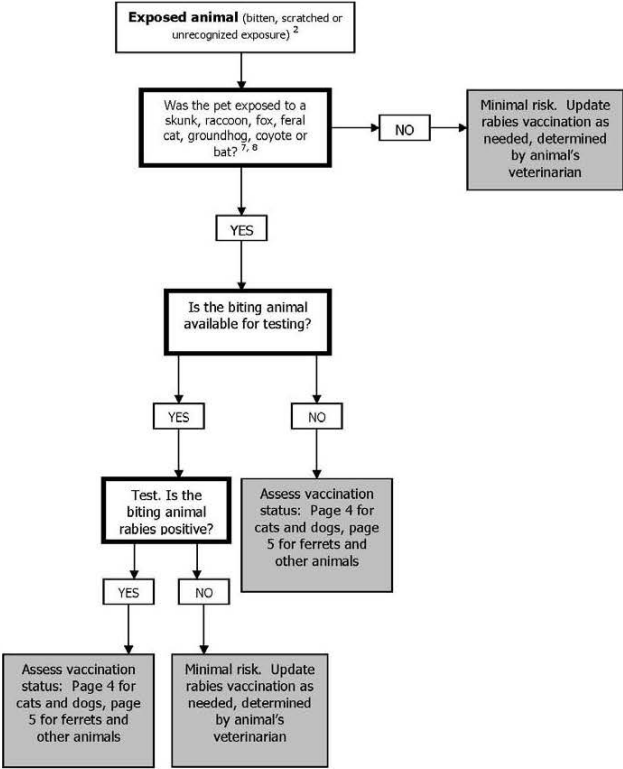
ATTACHMENT 2

QUARANTINE ALGORITHM FOR BITING DOMESTIC MAMMALS



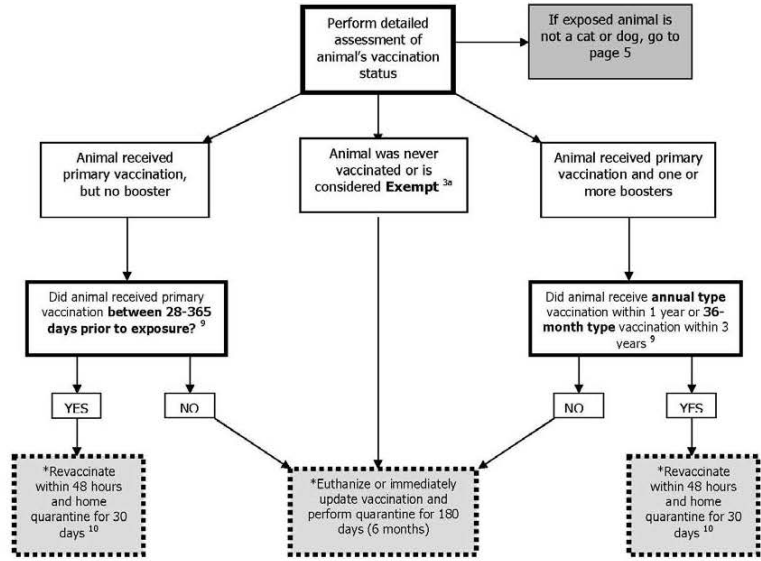
Revised/Approved 2/5/14

QUARANTINE ALGORITHM FOR EXPOSED DOMESTIC MAMMALS - GENERAL



Revised/Approved 2/5/14

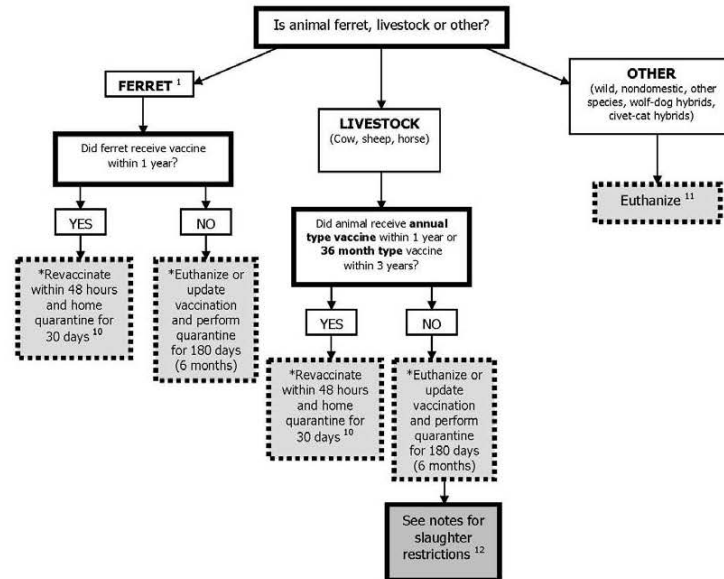
QUARANTINE ALGORITHM FOR EXPOSED DOMESTIC MAMMALS – CATS AND DOGS



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

Revised/Approved 2/5/14

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







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

Revised/Approved 2/5/14

NOTES

- 1** Ferrets are illegal in the State of California. Biting ferrets must be confiscated by the animal control agency and isolation conducted under the direction of the local health officer in an animal control shelter or veterinary hospital. Any ferret isolated for a human bite must be reported to the California Department of Fish and Wildlife for disposition following the isolation.
- 2** Rabies is transmitted through bite wounds, open cuts in skin, and onto mucous membranes. Contamination of open wounds, mucous membranes, or scratches with saliva or nerve tissue from an infected animal constitutes a non-bite exposure.
- 3** Current rabies vaccination per California Health & Safety Code Section 121690.
- 3a** Exempt animals are animals that have been granted an exemption from rabies vaccination by the County of San Mateo's Health System on advice of the animal's veterinarian. Despite current exemption status, exempt animals are considered unvaccinated per California Health & Safety Code Section 121690.
- 4** The Peninsula Humane Society & SPCA's Animal Rescue and Control determines if an animal's home qualifies for home quarantine or shelter quarantine. Contact: (650) 340-7022
- 5** Vaccination in biting animals should be performed following quarantine as side effects secondary to vaccination (within 30 days) can mimic the symptoms of rabies.
- 6** Small rodents and lagomorphs have a low risk of rabies.
- 7** These are wild animals at high risk for infection with rabies.
- 8** Bat bites are small and may go unnoticed. If a pet is found alone with a bat, that pet should be treated as exposed. If the bat is available, animal control should be contacted to retrieve the bat for testing.
- 9** Dogs and cats are considered currently vaccinated 28 days after primary vaccination, and immediately after booster vaccination.
- 10** San Mateo County guidelines are based on Title 17 of the California Code of Regulations that states exposed, vaccinated animals should be quarantined for 30 days.
- 11** Wild, nondomestic, and other animal species bitten by or exposed to a rabid or suspect rabid animal should be euthanized immediately. There is little information on rabies incubation, clinical presentation, and viral shedding in domestic animal species other than dogs, cats, and ferrets.
- 12** Federal guidelines state that animals exposed to rabies within 8 months should be rejected for slaughter. USDA Food and Inspection Service (FSIS) and state meat inspectors should be notified of exposed animals prior to slaughter. If an exposed animal is to be custom or home slaughtered, it should be done immediately after exposure with appropriate barrier precautions and all tissues cooked thoroughly. Pasteurization and cooking inactivate the rabies virus.

Legend

	Quarantine action
	Other action
	Question
	Answer

Revised/Approved 2/5/14

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OFFICE OF THE CITY MANAGER

Council Meeting Date: April 7, 2015

Staff Report #: 15-051

CONSENT CALENDAR: **Approve an Appropriation of \$25,000 and Authorize the City Manager to Execute an Agreement with a Communications Consultant to Provide General Plan Communications Services**

RECOMMENDATION

Staff recommends that City Council approve an appropriation of \$25,000 and authorize the City Manager to execute an agreement with a communications consultant to provide General Plan communications services.

POLICY ISSUES

City Council has expressed interest in pursuing enhanced outreach to City residents covering the General Plan process and anticipated impacts resulting from the ConnectMenlo process.

BACKGROUND

On March 30, 2015, General Plan Advisory Committee City Council representatives Councilmember Mueller and Councilmember Ohtaki submitted a letter requesting the General Plan process be slightly delayed to increase efforts to improve communications with residents. This was later discussed on March 31, 2015 at a joint meeting of the City Council and Planning Commission.

ANALYSIS

The City Council agreed to consider a delay in the General Plan Process in order that the City can better communicate with the city residents on anticipated impacts of the General Plan update. To that end, the City Manager suggested that the City retain a communications consultant well versed in communications of the General Plan process.

The City Manager is currently reviewing options for retaining a communications consultant with subject matter expertise in the General Plan process.

IMPACT ON CITY RESOURCES

The proposed action to execute an agreement with a communications consultant would require the appropriation of \$25,000 as well as staff resources for management of the consultant contract. At this time, it is not known who the consultants would be.

PUBLIC NOTICE

Public Notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting.

Report prepared by:
Alex D. McIntyre
City Manager



HUMAN RESOURCES DEPARTMENT

Council Meeting Date: April 7, 2015

Staff Report #: 15-054

CONSENT CALENDAR: **Authorize the City Manager to Exceed His Spending Authority and Appropriate \$80,000 for Legal Consulting Fees**

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to exceed his spending authority with the law offices of Renne, Sloan, Holtzman, and Sakai and Leibert, Cassidy and Whitmore to provide labor and employee relations consulting and appropriate \$80,000 for legal consulting services.

POLICY ISSUES

This recommendation is in support of Council Policy CC 11-0001, Public Input and Outreach Regarding Labor Negotiations.

BACKGROUND

Pursuant to the Public Input and Outreach Regarding Labor Negotiations policy approved by the City Council on March 1, 2011, staff has, and continues to, engage the services of a labor attorney to participate in formal labor negotiations with bargaining units representing City employees.

In fiscal year 2014-15, four separate Memoranda of Understanding (MOU's) are up for renegotiation between the City and the respective bargaining units. The projected costs for the ongoing support of a labor attorney in formal negotiations, as well as other employee relations matters, have exceeded its budget. To enable continued use of Renne, Sloan, Holtzman, and Sakai and Leibert, Cassidy and Whitmore, additional appropriations are necessary.

ANALYSIS

To increase efficiency and cohesiveness throughout the negotiation process of multiple successor MOU's, the City has utilized the services of Charles Sakai of Renne, Sloan, Holtzman and Sakai, to assist in the current round of negotiations. Mr. Sakai has been assisting the City with labor relations since 2004 and continues to be a valued consultant to the City in all areas of labor relations.

In addition to labor relations, there have been a significant number of complex employee relations matters that have required the use of outside resources to complete the City's due diligence both promptly and thoroughly. Those outside resources were provided by multiple vendors, including Renne, Sloan, Holtzman and Sakai and Leibert, Cassidy and Whitmore.

IMPACT ON CITY RESOURCES

The actual costs incurred to date for labor and employee relations legal consulting have exceeded the funds appropriated this fiscal year. It is anticipated that the requested appropriation will be sufficient for employee and labor relations services to be incurred during the remainder of this fiscal year.

PUBLIC NOTICE

Public Notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting.

Report prepared by:

Gina Donnelly

Human Resources Director



OFFICE OF THE CITY MANAGER

Council Meeting Date: April 7, 2015

Staff Report #: 15-052

CONSENT CALENDAR: **Status Update and Appropriation for the Property at 1175-1177 Willow Road**

RECOMMENDATION

Staff recommends Council note receipt of this informational report and appropriate \$6,200 for additional improvements from the Below Market Rate fund.

POLICY ISSUES

The acquisition of the properties at 1175-1177 Willow Road and the 4 units of below market rate housing contained therein further the City's goal of addressing the community's need for housing, specifically affordable housing, and would potentially further the City's goal of planning for future circulation improvements by land banking the property.

BACKGROUND

1175 and 1177 Willow Road are two side-by-side, single story duplexes built in 1958 purchased with Below Market Rate (BMR) Housing funds on September 16, 2014 (see Staff report #14-172) for the purpose of land banking for potential future traffic circulation improvements at the corner of Willow Road and Newbridge in Menlo Park.

Each building includes one one-bedroom/one-bath unit and one two-bedroom/one-bath unit to be rented in accordance with the City of Menlo Park Below Market Rate (BMR) Guidelines. When the City purchased the properties, two of the four units were occupied and the City agreed to extend the below market rates rents to the current occupants for at least the next year.

When the two duplexes were purchased September, 2014, the Council requested an update on their status after six months. This report fulfills that direction.

ANALYSIS

In October 2014, staff issued an RFP for on-going management of the properties, including qualifying potential renters from the City's BMR wait list, developing and executing appropriate lease agreements, rent collection, facilitating property maintenance and

addressing tenant concerns. Parkview Property Management Company, the former owner's management contractor, was the only bidder and was awarded the contract for rent collection, ongoing property maintenance and addressing tenant concerns. Hello Housing (Hello), the City's existing BMR program management company, was contracted with to identify qualified renters from the City's existing BMR wait list, and develop appropriate leases.

During preparations to advertise the availability of the vacant units to the BMR wait list, it was discovered that the vacant units showed substantial wear and tear. Hello Housing's general contractor, accompanied by a City building inspector, conducted thorough inspections of both units and noted the need to paint the interiors of both units, remove stained and fraying carpet and sand and seal existing wood flooring. Additionally, the inspections revealed that vinyl flooring in both bathrooms was peeling and cracking, allowing for water penetration and that kitchen cabinets in both units had not been updated in some time. Drawers were no longer sliding open, doors were warped and did not stay closed, and shelving was missing in some cabinets making the use of the cabinets less than functional. Other minor code and safety violations were noted as well, including lack of carbon monoxide monitors, installation of egress windows and improper ceiling vents.

Hello Housing provided the City with a bid for the above work, which was approved by the City Council on December 16, 2014 (see staff report 14-208). Work began on February 9, 2015 and was completed on March 6, 2015. During the course of the work, the tenant in one of the occupied units complained of "mold," which was not found. However, Hello Housing's construction team did discover wet sheetrock behind the shower wall as well as loose and peeling linoleum, damaged carpet and missing baseboards throughout the home. These and other repairs and updates were completed the week of February 16, 2015 at an additional cost of \$6,200. These additional repairs were not included in the original construction estimate or the appropriation, resulting in the need for the Council to authorize an additional \$6,200 of BMR funds for 14-15.

Hello Housing received 12 applications from the BMR wait list for the two vacant units during the application window. From that list, Hello reviewed and income qualified four applicants (two primary applicants and two back-up candidates). Hello then made a referral of the two top candidates to Parkview to engage in lease-up activities. Leases were signed the week of March 16, 2015 and the units occupied that same week.

IMPACT ON CITY RESOURCES

Council appropriated \$1.150 million for the purchase of this property from the BMR fund in September, 2014. If, in the future, the City decided to use the Property as part of a reconfigured vehicle circulation plan, the BMR fund would be reimbursed for its costs associated with the purchase of the Property by the General Fund or other sources of funding. Funds for the rehab and repair of the units also came from the BMR fund. Property management costs are based on a percentage of rents paid and, therefore, also come from the BMR fund. All of the rental fees are considered BMR fund revenue.

ENVIRONMENTAL REVIEW

This project requires no environmental review.

PUBLIC NOTICE

Public Notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting.

ATTACHMENTS

None

Report prepared by:
Starla Jerome-Robinson
Assistant City Manager

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Aguilar, Pamela I

From: Mueller, Raymond
Sent: Monday, March 23, 2015 7:43 AM
To: McIntyre, Alex D; Aguilar, Pamela I; Carlton, M.Catherine; karenmaki@comcast.net
Subject: FW: City Resolution to Stop Clearcutting
Attachments: clear cutting city resolution 2-12-2015.docx; ATT00001.htm; Why Pass a City Resolution final.docx; ATT00002.htm

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Mayor Carlton and Mr. McIntyre:

I request the attached resolution on the subject of clear cutting be attached to the next City Council Agenda for consideration and approval.

With best regards,
Ray Mueller

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**SIERRA
CLUB**
FOUNDED 1892

WHY PASS THE FOREST FRIENDLY RESOLUTION

During these difficult times of drought and climate change, California cities are working hard to lower their carbon emissions and conserve water. However, the benefits their efforts would provide California citizens are being undermined by the timber industry, which continues to pursue profits without regard to the harm clear-cutting practices inflict on others.

Why shouldn't industrial logging be part of the solution?

The answer is they need to be part of the solution. Recently, Daly City, San Francisco, Davis and Monte Sereno have passed resolutions calling on the Governor and the California Legislature to ban clear-cutting.

HOW FORESTS ARE REGULATED AND LOGGED

Since 1973 logging on privately-owned lands in California is regulated by the [Forest Practice Act](#) to ensure that logging is done in a manner that will preserve and protect our fish, wildlife, forests and streams. Many people believe that the Headwaters agreement in 1999 put an end to clear-cutting in California. Unfortunately, clear-cutting logging methods are still the dominant methods used. It's the cheapest means of removing trees.

Widespread industrial clear-cutting commonly involves the removal of all trees and vegetation in 20-30-acre tracts followed by repeated application of herbicide. After all or nearly all vegetation has been removed from the site, one or two conifer species are planted. This logging method results in a diverse forest being replaced by a tree farm.

Timber can be harvested using a less destructive method called selective logging, which involves the removal of some of the trees. The forest ecosystem is left intact. In fact, state law prohibits clear-cutting in San Mateo, Santa Clara, Santa Cruz, San Francisco, and Marin Counties. Using only selective logging methods, timber companies such as Big Creek Lumber, Humboldt Redwood Company, and Collins Pines are profitable and do not detract from the important ecological services that forests provide.

CLEARCUT LOGGING SIERRA FORESTS IMPACTS US HERE IN THE BAY AREA.

75% of California's water come from forested areas: 15% of Bay Area water comes from the forested Santa Cruz Mountains, and the remaining 60% from the Sierras. Water from the Tuolumne River and Sierras is stored in a series of reservoir including the Hetch Hetchy reservoir. Many people have described the Sierras as a vast sponge that soaks up water during the winter snows, retains it and slowly releases it during the rest of the year. The State and Central Water Projects depend on the Sierras to function in this way. Clear-cutting hampers the Sierra forests from capturing as much as water as it might. Snow melts faster than the snow that

falls on forests. Water flows more quickly over bare dirt without roots to restrain its motion, bringing sediment to fill reservoirs and perhaps herbicide.

15-20% of California's carbon dioxide emissions are sequestered by California forests.

Clear-cutting, or deforestation, reduces the amount of carbon stored in our forests. For 20 years or more after a forest has been clear-cut and new conifers planted, the site emits more carbon than it stores. Clear-cutting operations usually involve ripping the soil so that new pine seedlings have the best opportunity to take hold. Since half of the carbon is in the roots and the soil, this ripping operation releases it.

Big trees are even more valuable than we already knew. A new study published in Nature finds that big trees continue to grow faster—and take more carbon out of the atmosphere—as they get older and bigger. This contradicts the previously held assumption that younger trees grow faster, often cited by the timber industry to justify cutting. Hence the newly planted seedlings grow at a slower rate and sequester less carbon than the original trees.

CLEAR-CUTTING IMPACTS ON STATE'S RESILIENCE AND ECONOMY

Many Californians, Americans, and people come from around the world to vacation in California's forests. Tourism adds much more to our economy than logging. However, driving or hiking through clear-cut sites detracts from the enjoyment of people who have come to camp, fish, or hunt in our national forests or parks.

Clear-cutting operations displace many animals from their homes. The resultant patches of bare dirt and single or duo-species plantation trees are not a nurturing habitat and they increase the difficulty of animals migrating to more suitable locations as the climate changes.

With the warmer temperatures of climate change, clear-cutting increases fire risk. Plantation trees are all the same age and planted close together to increase yield. Should one tree catch fire, the fire spreads quickly from crown to crown. In a diverse forest, trees of varying species and ages don't spread as quickly or burn so thoroughly. Giant old redwood trees are known for being fire resistant.

If we are to survive drought and climate change we must log in a manner that maximizes the ability of forests to do what only they can do: capture, store and release water; sequester and store carbon; provide human recreation; and nurture wildlife.

Will your city be next to call for end to clear-cutting in California?

The Sierra Club and its allies are working to ban clear-cutting in California.

For More Information CONTACT: Sierra Club, Karen Maki, 650-346-0467, karenmaki@comcast.net / Shelly Gordon, 650-856-1607, sgordon@g2comm.com

Pictures of Forests

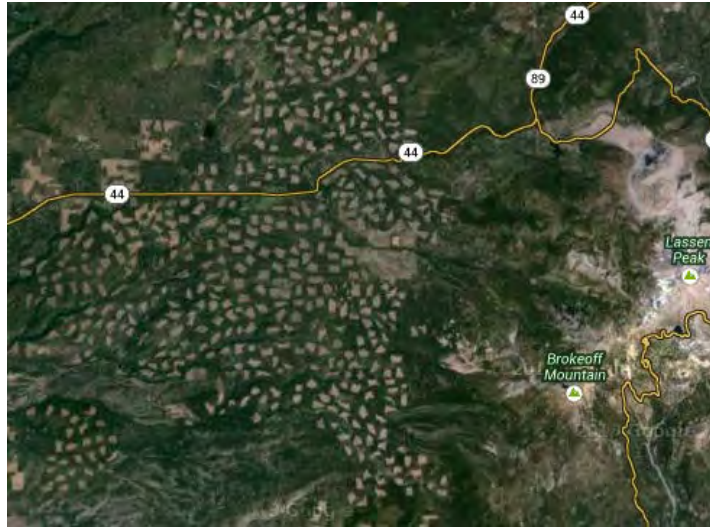


Figure 1 – 20 Acre Clear-Cutting West of Lassen Peak(Google Maps). Note the brown polygons .



Figure 2–Selective Logging. Note the difference between this practice and clear-cutting.



Figure 3 –Industrial Clear-cut Logging

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CALIFORNIA CITY RESOLUTION:

Protect Healthy Forests by Limiting and Closely Regulating Widespread Industry Clear-Cut Logging

Subject: A resolution to be presented to town or city councils in support of our campaign to stop widespread industrial clear-cut logging in the state of California.

- 1) **WHEREAS**, our forests fight global warming as they store up to 20% of carbon emissions, release oxygen, cool streams, prevent flooding and siltation, resist fire, and provide food, shelter, migration routes for wildlife, and
- 2) **WHEREAS**, our forests provide 75% of California’s clean water supply by capturing snow, rain and fog; storing, filtering and gradually releasing water throughout the year; and increasing humidity, rainfall, and lowering temperatures, and
- 3) **WHEREAS**, clear-cut logging undermines the benefits of forests by increasing the risk of water supply contamination, worsening greenhouse gas emissions, and intensifying drought and wildfires, and
- 4) **WHEREAS**, widespread industrial clear-cutting involves removal of virtually all trees in 20 to 30-acre tracts, often requires repeated application of toxic herbicides, then replacement by tree plantations, all of which increase the risk of wildfires, landslides, soil erosion, loss of biodiversity, pest invasions, and tree diseases, and
- 5) **WHEREAS**, a new tree plantation emits more carbon than it stores for the first 20 years and requires 80% more water than a mature forest, and
- 6) **WHEREAS**, 1,076,504 acres were clear-cut out of 3,334,743 acres logged, within the 13 million acres of privately owned forest land in California, between 1990 and 2008, and
- 7) **WHEREAS**, the sustainable selective logging of trees of multiple ages and species produces sufficient wood products and creates more consistent jobs and revenues than clear-cutting, maintains a local supply, allows for more frequent logging of smaller harvests, and
- 8) **WHEREAS**, the forests of California promote human health and well-being as well as economic value from jobs in recreation, tourism, sport and commercial fishing, and wood products;

NOW THEREFORE BE IT RESOLVED that the Mayor, Vice Mayor and City Council of _____ call on the state legislature and Governor of California to prohibit industrial clear-cut logging in the forests of California and adopt sustainable selective logging practices, which will leave our diverse ecosystems intact.

Mayor _____

Vice Mayor _____

City Manager _____

City Council Member _____

City Council Member _____

City Council Member _____

CALIFORNIA CITY RESOLUTION *(Continued)*

For the purposes of this resolution “clearcutting” is defined as any public or private forest management or timber harvest method in which sixty percent (60%) or more of cubic tree volume of any area greater than two and one-half (2 ½) acres is felled within any fifteen-year period; and “clearcutting” also refers to any forest management or timber harvesting practice that results in the conditions shown in the figures and includes, but is not limited to, methods referred to as “even aged management,” “seed tree removal,” “shelterwood removal,” “fuels reduction,” “forest type conversion,” “regeneration cutting,” “patch cutting,” and “plantation forestry.”

Figure 1 – 20 Acre Clear-Cutting West of Lassen Peak(Google Maps).
Note the brown polygons .



Figure 2–Selective Logging. Note the difference between this practice and clear-cutting.



Figure 3 –Industrial Clear-cut Logging

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK TO PROTECT HEALTHY FORESTS BY LIMITING AND CLOSELY REGULATING WIDESPREAD INDUSTRY CLEAR-CUT LOGGING

WHEREAS, our forests fight global warming as they store up to 20% of carbon emissions, release oxygen, cool streams, prevent flooding and siltation, resist fire, and provide food, shelter, migration routes for wildlife; and

WHEREAS, our forests provide 75% of California's clean water supply by capturing snow, rain and fog; storing, filtering and gradually releasing water throughout the year; and increasing humidity, rainfall, and lowering temperatures, and

WHEREAS, clear-cut logging undermines the benefits of forests by increasing the risk of water supply contamination, worsening greenhouse gas emissions, and intensifying drought and wildfires; and

WHEREAS, widespread industrial clear-cutting involves removal of virtually all trees in 20 to 30-acre tracts, often requires repeated application of toxic herbicides, then replacement by tree plantations, all of which increase the risk of wildfires, landslides, soil erosion, loss of biodiversity, pest invasions, and tree diseases; and

WHEREAS, a new tree plantation emits more carbon than it stores for the first 20 years and requires 80% more water than a mature forest; and

WHEREAS, 1,076,504 acres were clear-cut out of 3,334,743 acres logged, within the 13 million acres of privately owned forest land in California, between 1990 and 2008; and

WHEREAS, the sustainable selective logging of trees of multiple ages and species produces sufficient wood products and creates more consistent jobs and revenues than clear-cutting, maintains a local supply, allows for more frequent logging of smaller harvests, and

WHEREAS, the forests of California promote human health and well-being as well as economic value from jobs in recreation, tourism, sport and commercial fishing, and wood products.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Menlo Park call on the state legislature and Governor of California to prohibit industrial clear-cut logging in the forests of California and adopt sustainable selective logging practices, which will leave our diverse ecosystems intact.

PASSED AND ADOPTED at a regular meeting of the Menlo Park City Council on the seventh day of April, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of the City of Menlo Park this seventh day of April, 2015.

Pamela I. Aguilar, City Clerk



**CITY COUNCIL and
ENVIRONMENTAL QUALITY COMMISSION
SPECIAL JOINT MEETING
DRAFT MINUTES**

**Tuesday, March 24, 2015 at 6:00 PM
Arrillaga Family Recreation Center, Cypress Room
700 Alma Street, CA 94025**

6:00 P.M. SPECIAL BUSINESS

Mayor Carlton called the meeting at order at 6:09 p.m.

ROLL CALL

City Council present: Carlton, Cline (arrived at 6:12 p.m.), Keith, Ohtaki, Mueller

Commissioners present: Bedwell, Duriseti, Marshall, Martin, Slomiak

Commissioners absent: DeCardy and Smolke

Staff Present: City Manager Alex McIntyre, Assistant City Manager Starla Jerome-Robinson, City Attorney Bill McClure, Public Works Director Jesse Quirion, Transportation Manager Nikki Nagaya, Environmental Programs Manager Heather Abrams, Environmental Programs Specialist Vanessa Marcadejas, Environmental Programs Specialist Sheena Ignacio, City Clerk Pamela Aguilar

PUBLIC COMMENT

There was no public comment.

The Council and Commission discussed the following topics:

1. Heritage Tree Ordinance

Commission Chair Marshall and Commissioner Slomiak discussed the heritage tree removal application and review process. Commissioner Bedwell discussed concerns with developers complying with heritage tree requirements.

2. Climate Action Plan

Commissioner Slomiak discussed the Council's goal of 27% greenhouse gas emissions reduction, feasibility studies and initiatives that the EQC can implement to help the City reach its goal. He also spoke about working in partnership with MenloSpark.

3. Water Resources and Policy

Commissioner Bedwell discussed the concept of water as a public resource, aggressive conservation, reuse, managing effective transfers, the aquifer as a source of water as a last resort and establishing criteria for evaluating requests for water.

4. Review of 2-Year Work Plan and other Environmentally-Related Areas of Interest

There was consensus among the Council and Commission to hold more joint meetings in the future.

ADJOURNMENT at 6:55 p.m.

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CITY COUNCIL
SPECIAL AND REGULAR DRAFT MINUTES
Tuesday, March 24, 2015 at 6:30 PM
City Council Chambers
701 Laurel Street, Menlo Park, CA 94025

6:30 P.M. CLOSED SESSION (1st floor Council Conference Room, Administration Building)

Mayor Carlton called the closed session to order at 7:00 p.m. All Councilmembers were present.

CL1. Closed Session pursuant to Government Code Section §54957.6 to conference with labor negotiators regarding labor negotiations with PSA

Attendees: City Manager Alex McIntyre, Assistant City Manager Starla Jerome-Robinson, City Attorney Bill McClure, Human Resources Director Gina Donnelly, Finance Director Drew Corbett, Labor Counsel Charles Sakai

7:00 P.M. REGULAR SESSION

Mayor Carlton called the meeting to order at 7:23 p.m.

Staff present: City Manager Alex McIntyre, Assistant City Manager Starla Jerome-Robinson, City Attorney Bill McClure and City Clerk Pamela Aguilar

Mayor Carlton led the pledge of allegiance.

REPORT FROM CLOSED SESSION

There was no reportable action from the closed session held earlier this evening.

ANNOUNCEMENTS

Mayor Carlton announced the current vacancies on the various City commissions and that the deadline to apply will be extended one week for all Commissions except the Planning Commission.

SS. STUDY SESSION

SS1. Provide feedback on Downtown Parking Program ([Presentation](#))

Transportation Manager Nikki Nagaya introduced the item. Bill Hurl gave a presentation.

Public Comment:

- Fran Dehn, Chamber of Commerce, spoke regarding the need for on-street parking consistency and 3-hour parking
- Cindy Welton spoke regarding the need to consolidate parking structures and provide space for more bike lanes

Based on Council feedback, staff will bring back a report on 3-hour parking options in the plazas and on a parking structure (to be included as part of the CIP discussion), and increasing 15-minute parking to 30 minutes. In regards to 3-hour parking, staff will also address the cost for signage replacement along Santa Cruz Avenue and parking enforcement.

A. PRESENTATIONS AND PROCLAMATIONS - None

B. COMMISSION/COMMITTEE VACANCIES, APPOINTMENTS AND REPORTS – None

C. PUBLIC COMMENT #1

Assistant City Manager Robinson exited the Council chambers during public comment due to a conflict of interest that her residence is within 300 feet of Santa Cruz Avenue.

- Mike Doran spoke regarding Santa Cruz Avenue sidewalks and clarification of the motion
- Greg Druehl spoke in support of six-foot sidewalks on Santa Cruz Avenue
- Betsy Nash spoke regarding Santa Cruz Avenue sidewalks, reducing speed, the immediate need for a survey, undergrounding and interim implementation of the bike buffer
- Cindy Welton spoke regarding bike safety, reducing speed, buffers and restriping on Santa Cruz Avenue
- Tim Brand spoke regarding cement plant pollution in Cupertino
- Barry Chang, Bay Area for a Clean Environment, requested Council to join in an amicus brief supporting an appeal against Lehigh Southwest Cement Company ([Handout](#))

Councilmember Mueller recused himself from further discussion regarding Mr. Chang's comments due to a conflict of interest that within the last year he was employed by Senator Joe Simitian who has jurisdiction over the item.

D. CONSENT CALENDAR

Councilmember Keith pulled Items D3 and D4 for further discussion.

- D1.** Approve the Environmental Quality Commission 2-Year Work Plan goals for years 2014-2016 ([Staff Report #15-048](#))
- D2.** Approve the design of the solar carport at the Burges Campus, appropriate \$320,000 from the General Capital Improvement Fund balance, and authorize the City Manager to execute an amendment/agreement with Cupertino Electric ([Staff Report #15-049](#))

D3. Approve the process for reviewing proposed modifications to the Menlo Gateway Project at 100-190 Independence Drive and 101-155 Constitution Drive and authorize the City Manager to execute a letter regarding proposed project modifications after consulting with the Planning Commission and making findings consistent with the Development Agreement and Conditional Development Permit ([Staff Report #15-046](#))

D4. Approve minutes for the Council meeting of March 10, 2015 ([Attachment](#))

ACTION: Motion and second (Keith/Ohtaki) to approve Items D1 and D2 on the Consent Calendar passes unanimously.

ACTION: Motion and second (Ohtaki/Keith) to approve Item D4 with the modifications stated by Councilmember Keith passes unanimously.

In regards to Item D3, Tim Tosta of the Bohannon Development Company provided information and responded to concerns regarding bird strikes.

ACTION: Motion and second (Keith/Ohtaki) to approve Item D3 passes unanimously.

E. PUBLIC HEARING - None

F. REGULAR BUSINESS

F1. Review and Acceptance of the Annual Report on the status and progress in implementing the City's Housing Element and the Annual Housing Successor Report ([Staff Report #15-047](#))

Senior Planner Deanna Chow introduced the item.

ACTION: Motion and second (Ohtaki/Cline) to accept the Annual Report on the status and progress in implementing the City's Housing Element and the Annual Housing Successor Report passes unanimously.

G. CITY MANAGER'S REPORT – None

H. WRITTEN COMMUNICATION – None

I. INFORMATIONAL ITEMS - None

J. COUNCILMEMBER REPORTS

J1. Rail Subcommittee update

City Attorney McClure exited the Council chambers due to a conflict of interest that his business location is within 300 feet of the railway.

Councilmember Cline reported on the recent Rail Subcommittee meeting and discussions regarding grade separation at Ravenswood Avenue and modifications to the Ravenswood Crossing.

Councilmember Keith reported on the recent community meeting with Belle Haven residents and Caltrans regarding ballast rock near Chilco Street.

Mayor Carlton and Councilmember Mueller reported on their recent trip to Kochi, India in connection with the cities' economic exchange agreement and showed a short video.

Councilmember Keith reported regarding a recent BAWSCA meeting and a violation of untreated water mixed with Hetch Hetchy water, and potential rate increases.

K. PUBLIC COMMENT #2

There was no public comment.

L. ADJOURNMENT at 10:02 p.m.

Pamela Aguilar
City Clerk



ADMINISTRATIVE SERVICES DEPARTMENT

Council Meeting Date: April 7, 2015
Staff Report #: 15-053

PUBLIC HEARING: **Adopt a Resolution Amending the City's Master Fee Schedule to Incorporate Proposed Changes in Fees to Become Effective Immediately, July 1, 2015, or as Required by Statute for the Following Departments: City Administration, Community Services, and the Menlo Park Municipal Water District**

RECOMMENDATION

Staff recommends City Council adopt a resolution amending the City's Master Fee Schedule to incorporate proposed changes in fees to become effective immediately, July 1, 2015, or as required by statute for the following departments: City Administration, Community Services and the Menlo Park Municipal Water District.

BACKGROUND

The Master Fee Schedule reflects fees charged by all City departments. It is amended annually so that fees reflect current costs to provide services, to bring fees closer to full cost recovery targets, to add new fees when applicable for new City services, and/or to eliminate fees for discontinued services.

The City imposes different categories of fees with different requirements regarding how fees are set or changed:

- Fees and charges for the use of facilities, services, and access to property: these fees are elective on the part of the customer/user. The purpose of these fees and charges is to generate revenues for access or use of the service or facility. There is no legal restriction on the amount of such fees or charges, and they can be effective immediately.
- Property development processing fees: these include fees for building and use permits, variances, building inspections, map applications, and planning services. These fees cannot exceed the reasonable cost of providing the service. Any new fee or increase to existing fees in this category can be effective no sooner than sixty days after approval by City Council.

- Fees relating to public records act requests and copies of documents and reports: these fees are limited to the actual cost of copying (not including personnel time to copy) or the statutory amount, whichever is less. There are no changes recommended for any fees in this category at the present time.

ANALYSIS

Identifying the cost components of providing services is integral to the establishment of the fees and cost recovery rates. Accordingly, a detailed cost study was identified as a priority project for the 2006-07 budget and completed in 2008-09. Staff has prepared the following recommendations using analyses provided by the Cost Allocation and Overhead Rate Study, the Fully Burdened Hourly Staff Labor Rate Study, the Comprehensive Fee and Service Charge Study, using updated cost information. In addition, the citywide Cost Recovery Fee Policy/Strategy (Attachment B) was referenced as a guide in determining appropriate cost recovery rates for services.

The recommendations presented by staff in this report ensure not only that charges keep pace with the costs of providing services, but are also competitive with comparable programs (where applicable), aligned with cost recovery levels defined in the Cost Recovery Fee Policy, and are responsive to demands for these services within the community. The proposed fee changes are summarized below, by department. Fees for which there are no recommended changes are not listed.

City Administration

Council Chambers Rental: Staff recommends adding a new fee for the use of recently installed technology upgrades. These upgrades include the addition of two 71 inch screens, touch screen monitors at each dais position, and the utilization of the screen above the City Council dais. The new equipment requires staff to be present during the rental if the renter chooses to use the AV equipment. Staff recommends the new AV Service Fee be established at \$35 per hour. This new fee includes equipment costs and staff time. In additional, staff recommends elimination of the facility attendant fee of \$17.50 per hour and the elimination of the “Piano” rental fee since the piano is no longer available for use. Annual revenue is estimated to increase by \$350.

Fee Title	Current Fee	Proposed Fee	Change %
<i>Council Chambers Rental</i>			
AV Service Fee – per hour	\$ -0-	\$ 35.00	New
Facility Attendant – per hour	17.50	-0-	Eliminate
Piano – per use per meeting	50.00	-0-	Eliminate

Community Services

Several fee increases for recreation programs are suggested in order to continue progress toward the Department’s long-term cost recovery goals. The Cost Allocation Plan and User Fee Study and Policy provide further direction for making fee changes in order to align fees more appropriately to the costs of recreation services and some social service programs.

In accordance with the Cost Recovery Policy, staff has suggested the greatest fee increases for programs that are of special benefit to individuals or groups, where the goal is to set fees to a level sufficient to support direct program costs, plus up to 100% of City overhead associated with the activity. These programs provide individual benefit foremost, and minimal community benefit. Activities promoting the full utilization of parks and recreation facilities are also included in those recommended for the greatest fee increases.

Several programs delineated in the policy are included in the medium cost recovery category, with recovery of a majority of direct (budgeted) costs incurred in the delivery of the service. However, administrative and other overhead costs of the Community Services Department are not being recovered. Both the community and individuals benefit from these services.

The schedule below summarizes the current fees, proposed fees, and percentage change in certain Community Services fees. If approved, it is estimated that increases and new fees will generate an additional \$183,434 annually at current and estimated participation levels.

Fee Title	Current Fee	Proposed Fee	Change %
MENLO CHILDREN’S CENTER – RESIDENT			
<i>Preschool – Toddler Room</i> (per month)			
Full-time 5 days per week	\$ 1,805.00	\$ 1,841.00	2%
Part-time 3 days per week	1,317.00	1,343.00	2%
Part-time 2 days per week	1,028.00	1,049.00	2%
<i>Early pre-school and Pre-school</i> (per month)			
Full-time 5 days per week	1,419.00	1,447.00	2%
Part-time 3 days per week	1,036.00	1,057.00	2%
Part-time 2 days per week	809.00	825.00	2%
<i>Morning Birds Preschool</i> (per month)			
Morning Birds 5 days per week	538.00	549.00	2%
Morning Birds 3 days per week	341.00	348.00	2%
Morning Birds 2 days per week	239.00	244.00	2%

Fee Title	Current Fee	Proposed Fee	Change %
MENLO PARK SENIOR CENTER			
<i>Grand Ballroom and Kitchen - Rental Fee</i>			
Resident – per hour	\$ 120.00	\$ 135.00	13%
Non-resident – per hour	150.00	182.00	21%
<i>Kitchen Only – Rental Fee</i>			
Resident – per hour	30.00	45.00	50%
Non-resident – per hour	40.00	61.00	53%
<i>Imagination Room- Rental Fee</i>			
Resident – per hour	40.00	55.00	38%
Non-resident – per hour	50.00	74.00	48%
<i>Community Room – Rental Fee</i>			
Resident – per hour	40.00	55.00	38%
Non-resident – per hour	50.00	74.00	48%
<i>Poolside Patio – Rental Fee</i>			
Resident – per hour	100.00	115.00	15%
Non-resident – per hour	135.00	155.00	15%
<i>Discounts on Rental Fees</i>			
Multi-room – entire facility	30%	0%	Eliminate
Long-term – 20 or more hours in a year	25%	0%	Eliminate
ONETTA HARRIS COMMUNITY CENTER			
<i>Gymnasium – Rental Fee</i>			
Resident – per hour	40.00	50.00	25%
Non-resident – per hour	54.00	68.00	26%
<i>Activity Room – Rental Fee</i>			
Resident – per hour	70.00	70.00	No Change
Non-resident – per hour	85.00	95.00	12%
<i>Classroom – Rental Fee</i>			
Resident – per hour	32.00	32.00	No Change
Non-resident – per hour	40.00	44.00	10%
<i>Kitchen – Rental Fee</i>			
Resident – per hour	20.00	20.00	No Change
Non-resident – per hour	26.00	27.00	4%
<i>Conference Room – Rental Fee</i>			
Resident – per hour	29.00	29.00	No Change
Non-resident – per hour	38.00	39.00	3%

Fee Title	Current Fee	Proposed Fee	Change %
BELLE HAVEN CDC PRESCHOOL			
<i>CDC Preschool (non-certified)</i> (per month)			
Resident – Full-day	\$ 854.00	\$ 899.00	5%
Resident – Part-day	-0-	449.00	New
Non-resident – Full-day	1,153.00	1,214.00	5%
Non-resident – Part-day	-0-	606.00	New
ARRILLAGA FAMILY RECREATION CENTER			
<i>Menlo Madness – Camps</i>			
Sliding Scale – per week	150.00 to 380.00	150.00 to 386.00	0% to 2%
<i>Large Patio – Weekend – Rental Fee</i>			
Resident – per hour	170.00	200.00	18%
Non-resident – per hour	230.00	270.00	17%
<i>Large Patio – Weekday – Rental Fee</i>			
Resident – per hour	125.00	150.00	20%
Non-resident – per hour	170.00	203.00	19%
<i>Sequoia Room – Weekend – Rental Fee</i>			
Resident – per hour	150.00	150.00	No Change
Non-resident – per hour	260.00	270.00	4%
<i>Sequoia Room – Weekday – Rental Fee</i>			
Resident – per hour	150.00	150.00	No Change
Non-resident – per hour	195.00	203.00	4%
<i>Kitchen – Rental Fee</i>			
Resident – per hour	25.00	25.00	0%
Non-resident – per hour	50.00	34.00	(32%)
<i>Cleaning Fee</i>			
	75.00	115.00	53%
ARRILLAGA FAMILY GYMNASIUM			
<i>Court – Rental Fee</i>			
Resident – per hour	70.00	80.00	14%
Non-Resident – per hour	95.00	108.00	14%
<i>Locker Rental Fee – 6 Months</i>			
Resident	41.00	-0-	Eliminate
Non-Resident	55.00	-0-	Eliminate
<i>Shower Fee</i>			
Single Usage	3.00	-0-	Eliminate
Unlimited Usage – per month	30.00	-0-	Eliminate

Fee Title	Current Fee	Proposed Fee	Change %
ARRILLAGA FAMILY GYMNASTICS CENTER			
<i>Gymnastics – Per hour fee</i>			
1– 2 hours per week	\$ 14.10	\$ 15.00	6%
3 hours per week	11.00	12.00	9%
6 hours per week	9.35	10.00	7%
9 hours per week	8.90	9.00	1%
12 hours per week	8.25	8.00	(3%)
15 hours per week	7.35	7.00	(5%)
<i>Private Lessons</i>			
1 hour – resident – up to two children	60.00	57.00	5%
- each additional child	25.00	25.00	No Change
<i>Birthday Party Package Cancellation Fee</i>			
	-0-	50.00	New
<i>Gymnastics Non-Resident Surcharge</i>			
	125%	135%	8%
TENNIS COURTS			
yearly fee – calendar year			
January through June – Residents	50.00	60.00	20%
January through June – Non-residents	100.00	120.00	20%
July through December – Residents	30.00	40.00	33%
July through December – Non-residents	60.00	80.00	33%
SPECIAL EVENTS – PARK RENTALS			
<i>Non-Athletic Field Parks</i>			
Resident – per hour	-0-	16.00	New
Non-resident – per hour	-0-	22.00	New
PICNIC AREAS			
Resident – per hour – per area	7.00	10.00	43%
Non-resident – per hour – per area	12.00	15.00	25%
(All non-resident fees are 135% of resident fees unless a specific non-resident fee is listed)			

Child Care Programs

Menlo Children’s Center (MCC) Preschool Programs: The tuition increase proposal for the MCC Preschool programs is 2%. The fee increase is necessary to keep up with increased program costs which include maintaining staffing levels and program ratios. The tuition, with the recommended increase, continues to be comparable to similar preschool programs in the area. Annual revenue is estimated to increase by \$19,969.

For Seasonal Programs, staff recommends increasing the monthly fees for the Morning Birds program by 2%. Annual revenue is estimated to increase by \$1,584.

Menlo Park Senior Center: Staff recommendations include the elimination of some discounts that have not been needed or are obsolete. The remainder of the proposed changes include fee adjustments for room rentals that now incorporate the staffing charge of \$17.50 to \$26.75. These fees were previously charged separately and were in addition to the room rental fee.

Onetta Harris Community Center: Staff recommends an increase in the Gymnasium Rental Fee, which has not been increased in over 5 years. The increase will help to maintain the facility's cost-recovery goals while generating the necessary revenue to offset increased facility operation costs. Due to the increased use of the Gymnasium, additional custodial and maintenance is required. In addition, the non-resident fee for the Activity Center is being modified to be consistent with the department's non-resident surcharge of 35%. Annual revenue is estimated to increase by \$3,120.

Belle Haven Child Development Center: Staff recommends increases in Preschool non-certified full-day and part-day fees to be consistent with the increases to the reimbursement rate from the State of California, which will increase from \$37.12 per-child per-day to \$38.98 per-child per-day. The increases are necessary to insure that the City receives the same amount for non-certified families as those that are subsidized by the State. Annual revenue is estimated to increase by \$1,620.

Arrillaga Family Recreation Center: The Menlo Madness Summer Camp fees are currently set within a sliding scale range of \$150 to \$380 per week. Staff recommends increasing the maximum weekly rate to \$386. However, in some instances rates could increase up to 12% over current rates within the sliding scale. Annual revenue is estimated to increase by \$11,676.

Staff is proposing a 4% increase in per hour rental fees for the Sequoia Room for non-residents on weekdays (\$195 to \$203) and weekends (\$260 to \$270). Even though individual rates have been established for the Sequoia Room and adjacent Large Patio, these areas are rented as one space not individually. To avoid any confusion, staff is proposing aligning the rental rates for these locations. This coordination of rental rates was inadvertently missed last year when Council approved new rates for the Sequoia Room. For Kitchen rentals staff is recommending a \$10 reduction in the hourly rate for non-resident use. Finally, staff proposes increasing the Cleaning Fee from \$75 to \$115 to assure cost recovery. These changes are estimated to increase annual revenue by \$4,110.

Arrillaga Family Gymnasium: Currently the City collects \$70 per hour for court rental by residents. The court rental rate has not been increased since the gym opened in 2010. Demand for all prime time rentals (7pm-10pm Monday-Friday) is at 100% capacity. A rate comparison of five surrounding cities puts our current rental rate in the middle. Staff recommends the hourly Court Rental Fee for residents be increased to \$80 (14%) for residents and \$108 (14%) for non-residents. The estimated annual increase in revenue is \$11,000.

Staff recommends that Council eliminate the fees for Locker Room Rental and Showers. The Community Services Department changed its model for providing and charging for these services approximately two years ago. All participants of City sponsored programs and rentals have use of the lockers on a daily basis and shower access when participating in a program. In the first two years of operations less than \$150 in revenue has been collected for these specific fees. Additionally, our new model of service reduces interactions between citizens who had been treating the lockers and showers as a permanent space.

Arrillaga Gymnastics Center: The recommended changes will help improve the program's overall cost-recovery and are consistent with the Gymnastics Business Plan pricing strategy that move the program's fees more in line with other gymnastics programs in the area. Staff is recommending a Birthday Party Package Cancellation Fee of \$50 be established to recover some of the revenue lost when a birthday party is cancelled. The increase to the Gymnastics Non-Resident Fee Surcharge from 25% to 35% will bring the non-resident fees in line with other Community Services Department classes and programs. This was a recommendation of the Parks and Recreation Commission to staff at their meeting on October 22, 2014. The estimated annual increase in revenue is \$122,255.

Tennis Courts: Staff recommends increasing yearly tennis court key fees by \$10 for residents and by \$20 for non-residents. Court key fees were last changed in 2010. These increases are necessary to offset increased maintenance costs. The estimated annual increase in revenue is \$6,000.

Special Events – Park Rental: After the City's Special Event Permit process was launched two years ago, a gap emerged in how we charge for park rentals. There is a rental schedule for athletic fields and both Sharon Park and Bedwell-Bayfront Park, but no such rental schedule exists for non-athletic field parks such as Fremont Park, Hamilton Park, Sharon Hills Park or Marketplace Park when special events are conducted by outside organizations. The recommended new fee will allow the City to collect appropriate fees to support the maintenance to public park areas including turf, sidewalks, park furniture and landscaping. The estimated annual increase in revenue is \$100.

Picnic Areas: Staff recommends increasing rental fees by \$3.00 per area per hour. These increases are necessary to offset increased maintenance costs. Also, the recommended fees are consistent with fees charged in neighboring cities. The estimated annual increase in revenue is \$2,000.

Non-resident surcharge: On October 22, 2014 the Parks and Recreation Commission discussed the non-resident surcharge. The Commission elected to not further address this issue, indicating their satisfaction with the current 35% surcharge for non-residents. For example, if a resident fee is \$100, the non-resident fee is \$135, which includes the \$35 surcharge. This surcharge percentage applies when an alternate percentage or dollar amount for non-resident use has not been approved.

Menlo Park Municipal Water District (MPMWD)

The schedule below summarizes the current fees, proposed fees, and percentage change in certain MPMWD. If approved, it is estimated that increases will generate an additional \$1,060 annually for the Water Fund.

Fee Title	Current Fee	Proposed Fee	Change %
Fire Flow Testing (report included)	\$ 250.00	\$ 270.00	8%
Additional copies of Flow Test Reports	25.00	45.00	80%
Backflow Prevention Device Tag – 3 year tag	30.00	-0-	No Change
Backflow Prevention Device Tag – 1 year tag	-0-	10.00	

Fire Flow Fees: Currently the District collects \$250 for each Fire Flow Test performed. The increase of the fee to \$270 more accurately covers the cost of the test. Test costs include staff hourly wages, vehicle and flushing equipment, and water used for the test. In 2014, staff conducted 33 fire flow tests. With each test one copy of the test report is provided. Additional copies are provided for \$25. Staff recommends increasing the fee for an additional copy of the test report to \$45 to cover administration costs associated with preparation of the copy. Annually, there are approximately 20 requests for additional copies. If approved these changes are estimated increase annual revenue by \$1,060.

Backflow Prevention Fees: The District now issues new, weather-resistant, annual, colored metal tags to companies providing backflow testing services to replace the old, plastic three year tags previously used. The revised pricing reflects annual fees for the new annual tags. This change is revenue neutral.

IMPACT ON CITY RESOURCES

The estimated annual net increase in General Fund revenue from the revisions discussed in this report is \$183,784.

User fees provide a significant source of cost recovery for the City. The recommended revisions to the Master Fee Schedule will be built into the 2015-16 budget recommendations and will help in maintaining service levels in the current fiscal year.

POLICY ISSUES

The fee changes proposed in this report are in compliance with the Cost Recovery / Subsidization Policy adopted by Council on March 9, 2010.

ENVIRONMENTAL REVIEW

Adoption of a Master Fee Schedule is categorically exempt under current California Environmental Quality Act guidelines.

PUBLIC NOTICE

Published legal notice on March 20, 2015 in the local newspaper.

Public Notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting.

ATTACHMENTS

- A. Resolution Amending City Fees and Charges
- B. User Fee Cost Recovery – Fiscal Policy

Report prepared by:

John McGirr

Revenue & Claims Manager

Starla Jerome-Robinson

Assistant City Manager

Drew Corbett

Finance Director

Cherise Brandell

Community Services Director

Jesse Quirion

Public Works Director

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK
AMENDING CITY FEES AND CITY CHARGES**

WHEREAS, under the provisions of the City of Menlo Park Municipal Code Section 1.25.010, fees and charges assessed by the City of Menlo Park may be amended or modified upon the adoption of a Resolution by the City Council; and

WHEREAS, the City Council of the City of Menlo Park considers that said amended fees, as per Staff Report #15-053 dated April 7, 2015 are appropriate and should be adopted.

The City Council of the City of Menlo Park makes the following findings:

1. User fee services are those performed by the City on behalf of a private citizen or group with the assumption that the costs of services benefiting individuals, and not society as a whole, should be borne by the individual receiving the benefit. However, in some circumstances, it is reasonable to set fees at a level that does not reflect the full cost of providing service but to subsidize the service.
2. A listing of the fee changes proposed for City services was available to the public for at least ten days preceding the Public Hearing on April 7, 2015, at which time the fees were adopted.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED that the Master Fee Schedule last amended April 7, 2015, is hereby amended to take effect on the date this resolution is passed and adopted; and

BE IT FURTHER RESOLVED that the City Manager is authorized to waive, modify or amend fees on any matter in his/her reasonable discretion, provided that said fees may not be increased and if he/she does so, he/she shall so advise the City Council.

PASSED AND ADOPTED at a regular meeting of the Menlo Park City Council on the seventh day of April, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of the City of Menlo Park this seventh day of April, 2015.

Pamela Aguilar, City Clerk

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City of Menlo Park

Fiscal Policy

Department City Council	Page 1 of 11	Effective Date 03/09/10
Subject User Fee Cost Recovery	Approved by Minute Order March 9, 2010	Procedure # CC-10-0001

Purpose:

A clear User Fee Cost Recovery Policy will allow the City of Menlo Park to provide an ongoing, sound basis for setting fees that allows charges and fees to be periodically reviewed and updated based on predetermined, researched and supportable criteria that can be made available to the public.

Background:

In 2005 the *Your City/Your Decision* community driven budget process provided community direction and initial information on approaches to cost recovery of services. In 2007, the Cost Allocation Plan provided further basis for development of a standardized allocation system by providing a methodology for data-based distribution of administrative and other overhead charges to programs and services. The Cost of Services Study completed in 2008 allowed the determination of the full cost of providing each service for which a fee is charged and laid the final groundwork needed for development of a values-based and data-driven User Fee Cost Recovery Policy. A draft User Fee Cost Recovery Policy was presented for consideration by the Council at a Study Session on February 10, 2009. Comments and direction from the Study Session were used to prepare this Fiscal Policy.

Policy:

The policy has three main components:

- Provision for ongoing review
- Process of establishing cost recovery levels
 - Factors to be Considered
- Target Cost Recovery Levels
 - Social Services and Recreation Programs
 - Development Review Programs
 - Public Works
 - Police
 - Library
 - Administrative Services

Provision for ongoing review

Fees will be reviewed at least annually in order to keep pace with changes in the cost of living and methods or levels of service delivery. In order to facilitate a fact-based approach to this review, a comprehensive analysis of the city's costs and fees should be made at least every five years. In the interim, fees will be adjusted by annual cost factors reflected in the appropriate program's operating budget.

Process of establishing service fee cost recovery levels

The following factors will be considered when setting service fees and cost recovery levels:

1. Community-wide vs. special benefit
 - The use of general purpose revenue is appropriate for community-wide services while user fees are appropriate for services that are of special benefit to individuals or groups. Full cost recovery is not always appropriate.
2. Service Recipient Versus Service Driver
 - Particularly for services associated with regulated activities (development review, code enforcement), from which the community primarily benefits, cost recovery from the "driver" of the need for the service (applicant, violator) is appropriate.
3. Consistency with City public policies and objectives
 - City policies and Council goals focused on long term improvements to community quality of life may also impact desired fee levels as fees can be used to change community behaviors, promote certain activities or provide funding for pursuit of specific community goals, for example: health and wellness, environmental stewardship.

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4. Impact on demand (elasticity)
 - Pricing of services can significantly impact demand. At full cost recovery, for example, the City is providing services for which there is a genuine market not over-stimulated by artificially low prices. Conversely, high cost recovery may negatively impact lower income groups and this can work against public policy outcomes if the services are specifically designed to serve particular groups.
5. Discounted Rates and Surcharges
 - Rates may be discounted to accommodate lower income groups or groups who are the target of the service, such as senior citizens or residents.
 - Higher rates are considered appropriate for non-residents to further reduce general fund subsidization of services.
6. Feasibility of Collection
 - It may be impractical or too costly to establish a system to appropriately identify and charge each user for the specific services received. The method of assessing and collecting fees should be as simple as possible in order to reduce the administrative cost of collection.

Target cost recovery levels

1. Low cost recovery levels (0% – 30%) are appropriate if:
 - There is no intended relationship between the amount paid and the benefit received
 - Collecting fees is not cost-effective
 - There is no intent to limit use of the service
 - The service is non-recurring
 - Collecting fees would discourage compliance with regulatory requirements
 - The public at large benefits even if they are not the direct users of the service
2. High cost recovery levels (70% – 100%) are appropriate if:
 - The individual user or participant receives the benefit of the service
 - Other private or public sector alternatives could or do provide the service
 - For equity or demand management purposes, it is intended that there be a direct relationship between the amount paid and the level and cost of the service received
 - The use of the service is specifically discouraged
 - The service is regulatory in nature
3. Services having factors associated with both cost recovery levels would be subsidized at a mid-level of cost recovery (30% - 70%).

General categories of services tend to fall logically into the three levels of cost recovery above and can be classified according to the factors favoring those classifications for consistent and appropriate fees. Primary categories of services include:

- Social Services and Recreation Programs
- Development Review Programs – Planning, and Building
- Public Works Department – Engineering, Transportation, and Maintenance
- Public Safety

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Social Services and Recreation Programs

Master Fee Schedule Page #'s	General categorization of programs, Services, Activity, and facilities	Low cost recovery (0-30%)	Mid cost recovery (30-70%)	High cost recovery (70-100%)
9	<u>Parks</u>			
	Dog Park	X		
	Skate Parks	X		
	Open Space/Parks Playgrounds	X X		
7 11 10 11 11 7 7 11	<u>Social Services</u>			
	Senior Transportation	X		
	Senior Classes/Events	X		
	Belle Haven School Age – Title 22		X	
	Menlo Children’s Center – Title 22			X
	Preschool - Title 22			X
	Preschool – Title 5		X	
	Second Harvest	X		
Congregate Nutrition		X		
Belle Haven Community School		X		
	<u>Events/Celebrations</u>			
	City Sponsored	X		
	City-Wide	X		
	Youth & Teen Targeted	X		
	Cultural	X		
	Concerts	X		
5, 6, 7 9 9 9 10 5,6,7 9 5,6,7,8,9,10	<u>Facility Usage</u>			
	City Functions (e.g. commissions)	X		
	Co-Sponsored Organizations	X		
	Non-Profit	X		
	Fields - Youth (non-profit)		X	
	Fields - Adult (non-profit)		X	
	Tennis Courts		X	
	Picnic Rentals - Private Party			X
	Private Rentals			X
	Fields - For-profit			X
Contracted Venues – for profit			X	
8 8 8 7 11	<u>Fee Assisted Programs</u>			
	Recreational Swim	X		
	Swimming Classes	X		
	Lap Swimming	X		
	Recreation Classes	X		
Open Gym Activities	X			

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Social Services and Recreation Programs - continued

Master Fee Schedule Page #'s	General categorization of programs, Services, Activity, and facilities	Low cost recovery (0-30%)	Mid cost recovery (30-70%)	High cost recovery (70-100%)
	<u>Recreation Programs</u>			
11	Drop-In Activities		X	
10,11	Camps & Clinics			X
9	Youth Leagues			X
10	Youth Special Interest			X
10	Adult Special Interest			X
12	Gymnastics			X
6,12	Birthday Parties			X
11	Adult League			X

Low Recovery Expectations: Low to zero recovery is expected for programs in this category as the community benefits from the service. Non-resident fees if allowed may provide medium cost recovery.

In general, low cost programs or activities in this group provide a community wide benefit. These programs and activities are generally youth programs or activities enhancing the health, safety and livability of the community and therefore require the removal of a cost barrier for optimum participation. Recreation programming geared toward the needs of teens, youth, seniors, persons with disabilities, and/or those with limited opportunities for recreation are included. For example:

- Parks – As long as collecting fees at City parks is not cost-effective, there should be no fees collected for general use of parks and playgrounds. Costs associated with maintaining the City’s parks represent a large cost for which there is no significant opportunity for recovery – these facilities are public domains and are an essential service of City government.
- Social Services – There is no intended relationship between the amount paid and the benefit received for social service programs. Some programs are designed and delivered in coordination/partnership with other providers in Menlo Park.
- Senior Transportation – Transportation is classified as a low cost recovery program because there is no fee charged for the program and the majority of the seniors served cannot afford the actual cost of the service. Donations are solicited, but they are minimal. No fee should be established for this service, as it would threaten ridership and County reimbursements would be withdrawn.
- Senior Classes/Events – The primary purpose of senior classes and events is to encourage participation. The seniors served in these classes do not have the means of paying for the classes and are classified as “scholarship” recipients due to their low income levels. The classes should continue to be offered in collaboration with outside agencies which can offer them for free through state subsidies.
- Second Harvest – Monthly food distributions provide free food to needy families and so contribute a broad community benefit. The coordination and operation of the program is through the Onetta Harris Center staff with volunteers assisting with the distribution of food, to keep costs as low as possible.
- Events/Celebrations – Community Services events provide opportunities for neighborhoods to come together as a community and integrate people of various ages, economic and cultural backgrounds. Events also foster pride in the community and provide opportunities for volunteers to give back. As such, the benefits are community-wide. In addition, collection of fees are not always cost effective.

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- Facility Usage – Safe and secure facilities for neighborhood problem-solving and provision of other general services support an engaged community and should be encouraged with low or no fees.
- Fee Assisted Recreation Programs – Activities with fee assistance or sliding scales make the programs affordable to all economic levels in the community. Organized activities, classes, and drop-in programs are designed to encourage active living, teach essential life and safety skills and promote life-long learning for broad community benefit.

Medium Recovery Expectation – recovery of most program costs incurred in the delivery of the service, but without recovery of any of the costs which would have been incurred by the department without the service. Both community and individuals benefit from these services. Non-resident fees if allowed may provide high cost recovery.

- Belle Haven School Age – Title 22 - Licensed Child Care Program – Services to participants in this program are not readily available elsewhere in the community at low cost. The program provides broad community benefit in the form of a safety net for children in the community. Organized activities and programs teach basic skills, constructive use of time, boundaries and expectations, commitment to learning and social competency. Resident fees charged based on San Mateo County Pilot program for full day care that sets fees at no more than 10% of the family’s gross income.
- Preschool Title 5 – The Preschool Program is supported primarily by reimbursement of federal and state grants for low income children. Tuition and reimbursement rates are regulatory.
- Senior Lunches – Congregate Nutrition is classified as a medium cost recovery fee as it asks a donation coupled with a per meal reimbursement from OAA & State funds.
- Belle Haven School Community School – The Community School partners with various non-profit and community-based agencies to provide much needed services to the community – high quality instruction, youth enrichment services, after-school programs, early learning and a family center. Services are open to Belle Haven students, their families and residents of the surrounding neighborhood.
- Field Rentals and Tennis Courts – Costs should be kept low for local non-profit organizations providing sports leagues open to residents and children in the Menlo Park Schools that encourage healthy lifestyles and lifelong fitness. Opportunities exist to collect a reasonable fee for use to defray citywide expenses for tennis facilities and fields.
- Programs – Drop-in programs can be accessed by the widest cross section of the population and therefore have the potential for broad-base participation. Recreation drop-in programs have minimal supervision while providing healthy outlets for youth, teens and adults

High Recovery Expectations – present when user fees charged are sufficient to support direct program costs plus up to 100% of department administration and city overhead associated with the activity. Individual benefit foremost and minimal community benefit exists. Activities promote the full utilization of parks and recreation facilities.

- Menlo Children’s Center School Age and Pre-school – Title 22 – Participation benefits the individual user.
- Picnic Areas – Picnic rental reservations benefit the individual but help defray the cost of maintaining parks benefiting the entire community.
- Facility Usage – Facility use is set at a higher rate for the private use of the public facility for meetings, parties, and programs charging fees for services and celebrations.

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- Programs – Activities in this area benefit the individual user. Programs, classes, and sports leagues are often offered to keep pace with current recreational trends and provide the opportunity to learn new skills, improve health, and develop social competency. The services are made available to maximize the use of the facilities, increase the variety of offerings to the community as a whole and spread department administration and city-wide overhead costs to many activities. In some instances offering these activities helps defray expenses of services with no viable means of collecting revenue e.g. parks, playgrounds, etc.
- Contracted Venues – (for profit) – Long term arrangements where a facility is rented or contracted out to reduce general funding expense in order to provide specialized services to residents.

Development Review Services

1. Planning (planned development permits, tentative tract and parcel maps, re-zonings, general plan amendments, variances, use permits)
2. Building and safety (building permits, structural plan checks, inspections)

Master Fee Schedule Page #'s	General categorization of programs, Services, Activity, and facilities	Low cost recovery (0-30%)	Mid cost recovery (30-70%)	High cost recovery (70-100%)
	1. Planning			
24	Appeals of Staff Decisions	X		
24	Appeals of Planning Commission Decisions by Residents	X		
	Subsequent Appeals			X
24	Temporary Sign Permits	X		
23	Use Permits – Non-Profits	X		
24	Administrative Reviews – Fences		X	
	Appeals of Planning Commission Decisions by			X
24	Non-Residents			X
23	Administrative Reviews – Other			X
23	Architectural Control			X
23	Development Permits			X
23	Environmental Reviews			X
23	General Plan Amendments			X
24	Tentative Maps			X
24	Miscellaneous – not listed elsewhere			X
	Reviews by Community Development			X
24	Director or Planning Commission			X
23	Special Events Permitting			X
23	Study Sessions			X
24	Zoning Compliance Letters			X
23	Signs and Awnings			X
23	Use Permits – other			X
23	Variances			X
23	Zoning Map			X
	Ordinance Amendments			X

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Master Fee Schedule Page #'s	General categorization of programs, Services, Activity, and facilities	Low cost recovery (0-30%)	Mid cost recovery (30-70%)	High cost recovery (70-100%)
28-48	<u>2. Building and safety</u> Solar installations Building Permits Mechanical Permits Electrical Permits Plumbing Permit Consultant Review	X		X X X X X

Low Recovery Expectations: Low to zero recovery is expected for services in this category to maintain open and accessible government processes for the public, encourage environmental sustainability and encourage compliance with regulatory requirements. Example of Low Recovery items:

- Planning – The fees for applicants who wish to appeal a Staff Decision or for a Menlo Park resident or neighbor from an immediately adjacent jurisdiction who wishes to appeal a decision of the Planning Commission is purposefully low to allow for accessibility to government processes.
- Planning – Temporary sign permit fees are low so as to encourage compliance.
- Building – The elimination or reduction of building permits for solar array installations is consistent with California Government Code Section 65850.5, which calls on local agencies to encourage the installation of solar energy systems by removing obstacles to, and minimizing costs of, permitting for such systems.

Mid-level Recovery Expectations: Recovery in the range of 30% to 70% of the costs incurred in the delivery of the service reflects the private benefit that is received while not discouraging compliance with the regulation requirements.

- Planning – Administrative permits for fences that exceed the height requirements along Santa Cruz Avenue are set at mid-level to encourage compliance.

High Recovery Expectations: Cost recovery for most development review services should generally be high. In most instances, the City's cost recovery goal should be 100%.

- Planning – Subsequent Appeals - The fees for applicants who are dissatisfied with the results of a previous appeal of an administrative permit or a decision of the Planning Commission should be at 100% cost recovery.
- Planning – Most of the Planning fees charged are based on a "time and materials" basis, with the applicant/customer being billed for staff time (at a rate that includes overhead cost allocations) and the cost of actual materials or external services utilized in the delivery of the service.
- Building – Building fees use a cost-basis, not a valuation basis, and are flat fees based on the size and quantities of the project.

City of Menlo Park

Fiscal Policy

Department City Council	Page 8 of 11	Effective Date 03/09/10
Subject User Fee Cost Recovery	Approved by Minute Order March 9, 2010	Procedure # CC-10-0001

Public Works Department - Engineering, Transportation, and Maintenance

1. Engineering and Transportation (public improvement plan checks, inspections, subdivision requirements, encroachments)
2. Transportation (red curb installation, truck route permits, traffic signal repairs from accidents)
3. Maintenance (street barricades, banners, trees, special event set-up, damaged city property)

Master Fee Schedule Page #'s	General categorization of programs, Services, Activity, and facilities	Low cost recovery (0-30%)	Mid cost recovery (30-70%)	High cost recovery (70-100%)
	<u>1. Engineering</u>			
25	Heritage Tree	X		
25	Appeals to Environmental Quality Commission and City Council	X		
	Bid Packages	X		
19	Plotter Prints		X	
19	Encroachment Permits for			
19	City-mandated repair work (non-temporary)		X	
25	Heritage Tree		X	
	Tree Removal Permits 1 – 3 trees			
19	City Standard Details		X	
20	Improvement Plan Review			X
20	Plan revisions			X
21	Construction Inspection			X
20	Maps / Subdivisions			X
	Real Property			X
19	Abandonments			X
19	Annexations			X
21	Certificates of Compliance			X
20	Easement Dedications			X
20	Lot Line Adjust/Merger			X
19	Encroachment Permits			X
19	Completion Bond			X
	Processing Fee			X
25	Heritage Tree Permits			X
	After first 3 trees			X
16	Downtown Parking Permits			X
	<u>2. Transportation</u>			
22	Red Curb Installation	X		
22	Truck Route Permits	X		
22	Traffic Signal Accident			X
22	Aerial Photos			X

City of Menlo Park

Fiscal Policy

Department City Council	Page 9 of 11	Effective Date 03/09/10
Subject User Fee Cost Recovery	Approved by Minute Order March 9, 2010	Procedure # CC-10-0001

Master Fee Schedule Page #'s	General categorization of programs, Services, Activity, and facilities	Low cost recovery (0-30%)	Mid cost recovery (30-70%)	High cost recovery (70-100%)
	<u>3. Maintenance</u>			
22	Tree Planting	X		
22	Banners – Santa Cruz Ave			X
22	Barricade replacement			X
22	Weed Abatement			X
22	Special Event set-up – for profit use			X
22	Special Event set-up- for non-profits use		X	
22	Damaged City property			X

Low Recovery Expectations: Low to zero recovery is expected for services in this category as the community benefits from the service. In general, low cost services in this group provide a community-wide benefit. These services generally are intended to enhance or maintain the livability of the community and therefore require the removal of a cost barrier to encourage use. However, in some instances the maximum fee that can be charged is regulated at the State or Federal level and therefore the City fee is not determined by City costs (truck route permits, copies of documents). Examples of Low Recovery items:

- Maintenance – Tree Plantings is classified as a low cost recovery fee to replacement of trees removed due to poor health and to encourage new tree plantings.
- Transportation – Red Curb Installation is classified as a low cost recovery fee for support traffic/parking mitigation requests to address safety concerns of residents and businesses.
- Transportation – Truck Route Permits Fees – maximum fee set by State Law.
- Engineering – Heritage Tree Appeals is classified as a low cost recovery fee to insure that legitimate grievances are not suppressed by high fees.
- Engineering – Bid Packages are provided at a low cost to encourage bid submissions thereby insuring that the City receives sufficient bids to obtain the best value for the project to be undertaken.

Medium Recovery Expectations: Recovery in the range of 30% to 70% of the costs incurred in the delivery of the service. Typically both the community and individuals benefit from these services.

- Engineering – Encroachment Permits for City-mandated repairs are classified as a medium cost recovery. Since the property owner is paying for the cost of construction but is required by ordinance to perform it promptly, a discounted fee for the permit is appropriate.

High Recovery Expectations: Recovery in the range of 70% to 100% when user fees charged are sufficient to fully recover costs of providing the service. Individual benefit is foremost and minimal community benefit exists. Most services provided by the Public Works Department fall in this area.

- Engineering – Encroachment Permits where the public right of way is used or impacted on a temporary or permanent basis for the benefit of the permittee. Debris Boxes are such an example.
- Transportation – Traffic Signal Accident repair cost is the responsibility of the driver/insurer.
- Maintenance – Weed Abatement performed by Public Works staff to address ongoing code violation.
- Maintenance – Banners on Santa Cruz Avenue and El Camino Real.

City of Menlo Park

Fiscal Policy

Department City Council	Page 10 of 11	Effective Date 03/09/10
Subject User Fee Cost Recovery	Approved by Minute Order March 9, 2010	Procedure # CC-10-0001

Public Safety – Police Services (Case Copies, False Alarms, Parking Permits, Abatements, Emergency Response, Background Investigations, Tow Contract)

Master Fee Schedule Page #'s	General categorization of programs, Services, Activity, and facilities	Low cost recovery (0-30%)	Mid cost recovery (30-70%)	High cost recovery (70-100%)
14	Case Copies	X		
15	Citation Sign Off - Residents	X		
1, 15	Document Copies	X		
14	Bicycle Licenses	X		
16	Overnight Parking Permits			X
16	Residential Parking Permits	X		
15	Property Inspection – Code Enforcement	X		
15	Real Estate Sign Retrieval	X		
14	False Alarm – Low Risk		X	
15	Rotation Tow Service Contract		X	
15	Repossession Fee		X	
14	False Alarm – High Risk			X
14	Good Conduct Letter			X
14	Preparation Fees			X
14	Research Fee			X
14	Civil Subpoena Appearance			X
14	Finger Printing Documents			X
15	Background Investigations			X
14	Notary Services			X
14	Vehicle Releases			X
14	DUI - Emergency Response			X
15	Intoximeter Rental			X
15	Street Closure			X
15	Unruly Gatherings			X
18	Abatements			X

Low Recovery Expectations: Low to zero recovery is expected for services in this category as the community generally benefits from the regulation of the activity. The regulation of these activities is intended to enhance or maintain the livability of the community. However, in some instances the maximum fee that can be charged is regulated at the State or Federal level and therefore the City fee is not determined by City costs (copies of documents).

Medium Recovery Expectation: Recovery in the range of 30% to 70% of the costs of providing the service. Both community and individuals benefit from these services.

- False Alarm – primarily residential and low cash volume retail. Alarm response provide a disincentive to crime activity. However excessive false alarms negatively impact the ability of prompt police response to legitimate alarms.

City of Menlo Park

Fiscal Policy

Department City Council	Page 11 of 11	Effective Date 03/09/10
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Public Safety – Police Services - continued

High Recovery Expectations: Recovery in the range of 70% to 100% when user fees charged are sufficient to recover costs of the service provided. Individual benefit is foremost and minimal community benefit exists. Items such as False Alarm, DUI Emergency Response, Vehicle Releases, Unruly Gathering, and Abatements are punitive in nature and the costs should not be funded by the community. Items such as Good Conduct Letter, Preparation Fees, Research Fee, Finger Printing, Background Investigations, and Notary Service primarily benefit the individual. 100% of the cost for services in these areas is typical.

- Overnight Parking Permits – the fee charged for One Night Parking Permits fall into Low Cost Recovery, however when combined with the fees collected from the issuance of Annual Permits the result is the program should achieve High Cost Recovery.
- Street Closure – primarily residential for activities within a defined area. This service is provide for public safety and therefore is provided at a rate below 100% cost recovery.

Library (Library Cards, Overdue Fines, etc.) – fees are primarily established by the Peninsula Library Service.

Administrative Services (Copying Charges, Postage, etc.) – fees are primarily set by regulations and are generally high cost recovery of pass-thru charges.

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OFFICE OF THE CITY MANAGER

City Council Meeting Date: April 7, 2015

Staff Report #: 15-055

REGULAR BUSINESS: **Approval of Implementation Plan for the City Council's Fiscal Year 2015-16 Work Plan**

RECOMMENDATION

It is recommended that the City Council approve the following Fiscal Year 2015-16 work plan implementation steps:

1. Convert 7.0 existing limited term positions in the Public Works and Community Development departments to regular positions, adopt the updated Salary Schedule, and direct the City Manager to meet with SEIU and AFSCME regarding additional future changes;
2. Authorize 8.75 new FTEs for the Public Works, Community Development, and Human Resources departments;
3. Authorize the City Manager to exceed his expenditure authority and proceed with a compensation and classification study for all non-sworn positions for an amount not to exceed \$90,000;
4. Appropriate \$1,300,000 for the City Hall renovation project to create a professional and efficient workspace, while providing for transitional and substitute space during construction.

POLICY ISSUES

The City Council is being asked to approve the work plan implementation steps, with consideration of the need to:

1. Make changes to the City's compensation policy to place Menlo Park in a competitive labor market position;
2. Create organizational capacity to meet increasing service level expectations; and
3. Create an efficient and professional work space; and
4. Authorize use of reserve funds for FY2015-16 through FY2016-17.

BACKGROUND

The City Council held a Special Meeting on January 26, 2015, at the Arrillaga Family Recreation Center, with the objective to develop a list of achievable goals for 2015 (Attachment A) which was approved by the City Council at its February 24, 2015, meeting with the adoption of the FY2015-16 Work Plan. The City Manager's presentation included a strategy for achieving those goals which focused on:

1. Filling the difficult-to-recruit positions in Community Development and Public Works and make immediate compensation adjustments;
2. Conduct a comprehensive classification and compensation study for non-public safety positions and make appropriate adjustments;
3. Identify and/or create professional and efficient work spaces to accommodate this new capacity; and
4. Authorize an increase in staff in order to implement the City Council's work plan over a five-year time horizon.

These actions are designed to address the needs identified by the City Council in its goal setting session, as well as to stabilize the organization

ANALYSIS

The City finds itself in the midst of a strengthening economy and unprecedented interest in the M-2 area. The growth of leading employers such as Facebook, CS Bio, and others, along with a number of large and highly complex development project submittals is expected to continue for several years. This workload tests the capacity of the City's planning, building and engineering staff.

Combined, the number of development projects, capital improvement projects, and ongoing General Plan Update process, will overwhelm the City's ability to get the work done in a timely manner that meets both the developer and community needs. Failure to meet these expectations would damage the City's long-term financial security by limiting its ability to capitalize on the economic boom and accomplish much needed infrastructure improvements.

Limited-term Conversions & Selected Salary Adjustments

As part of the FY2013-14 budget, the City Council approved hiring limited-term and contract staff to address growing development activity. Since then, recruiting and retaining staff for these positions has proven difficult. Several of the positions required multiple recruitment efforts. Due to the unstable nature of these limited-term positions, candidates are reluctant to apply or stay with Menlo Park when other permanent, full-time opportunities arise elsewhere.

This instability coupled with below market salaries for these key positions limited our ability to attract qualified candidates. Staff is proposing to convert 7.0 existing limited term positions in the Public Works and Community Development departments to regular

positions and adopt the updated salary schedule (Attachment B) which includes immediate salary adjustments for the following three job series:

- Engineering series: 5%
- Planning series: 7%
- Building inspection series: 6%

Staff met with the affected labor groups and we expect to receive their agreement. Other classification and compensation items are proposed to be studied and addressed following an organization classification and compensation study as described later in this report.

The citywide net increase for these immediate salary adjustments is approximately \$204,000, with \$143,000 of that being from the General Fund.

Net new positions

To meet the development and infrastructure needs, Public Works is requesting 6.5 FTEs (1.0 Senior Civil Engineer, 4.0 Associate Civil Engineers, 0.5 Transportation Management Coordinator, and 1.0 Office Assistant III). These positions will focus on meeting growing demand for development project review (related transportation impact analysis, plan check, stormwater compliance, etc.) and infrastructure needs. These staff would also help address projects outlined in the City Council's goals, including a further enhanced downtown outdoor seating, study of a possible downtown parking structure, water master plan, Dumbarton rail corridor study, and update of the Heritage Tree ordinance.

Community Development is requesting the addition of 1.0 Senior Planner at this time. In addition, the department is evaluating operational changes and a potential restructuring to better organize project teams for the increasing workload from development projects that have been submitted already and others that are expected to be submitted during FY2015-16 (Attachment C). These changes will help equip the department in meeting the pressing needs of the Menlo Gateway project, Facebook's recent project submittal for the TE Connectivity campus, and the 1400 El Camino Real project. The sooner that these and other projects are completed, the sooner the City will begin implementing related public infrastructure improvements and realize benefits from rising transient occupancy tax revenues and increased assessed valuation (property tax).

In addition to operational staff, 1.25 FTE administrative support staff in Human Resources is needed to support the new and existing employees. Human Resources is requesting 1.0 Human Resources Analyst and a supplemental 10 hours per week for the existing Human Resources Assistant position. This will create capacity for recruiting and onboarding new employees, as well as assist with new IRS regulatory requirements of the Affordable Care Act (including extensive documentation and compliance).

The cost for the net new positions is \$1,221,442, with \$825,902 being in the General Fund.

Classification and Compensation Study

While immediate adjustments have been requested to address difficulty in recruiting the difficult-to-hire development positions listed above, the need exists to conduct a comprehensive classification and compensation study of all positions in the organization.

The classification and compensation study is primarily designed to focus on internal and external equity of both the structure by which employees are compensated as well as the way positions relate and compare to one another across the organization. Internal equity relates to the fairness of an organization's compensation practices among its current employees. Specifically, by reviewing the skills, capabilities, and duties of each position, it can be determined whether similar positions are being compensated in a similar manner within the organization. The classification component of this study is aimed at resolving any inconsistencies related to job requirements and providing some clarity to the plan in place. External equity deals with the differences between how an organization's classifications are valued and what compensation is available in the market place for the same skills, capabilities, and duties.

It is estimated that a consultant can be identified for less than \$90,000, however, this is still above the City Manager's expenditure authority and staff recommends the City Council authorize the City Manager to proceed with completing this process in an expeditious manner.

The outcome of this study will provide the basis for the City Council to establish a compensation plan for the organization.

City Hall Renovation

Another challenge facing the City is to provide adequate office and meeting space to meet the growing needs of the organization. The City Council previously considered project options and approved Option B during its July 15, 2014, meeting.

Since that time, changes in the organization and this proposal of additional development staff to address the imminent growth in service level demands have added further pressure on timely resolution of space needs. Option B addresses this, provides adjacencies and efficiencies, and incorporates optimal flexibility in order to allow staff to provide excellent service now and in the future.

The City Hall renovation project cost of \$1,300,000 is a one-time cost which is proposed to be funded by one-time funding. This includes \$600,000 from the existing CIP project budget, and staff is requesting an additional appropriation of \$700,000 to the CIP to complete the project.

IMPACT ON CITY RESOURCES

The overall fiscal impact from the recommended actions is \$2,125,442 total, with \$1,668,902 coming from the General Fund. Much of the anticipated costs for the development-related staffing will be offset by revenue from development fees and charges.

Staff proposes assigning a portion of the excess educational revenue augmentation fund (ERAF) allotment received earlier this year and use of reserve funds to offset the balance of the General Fund cost.

ENVIRONMENTAL REVIEW

No environmental review is necessary.

PUBLIC NOTICE

Public Notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting.

ATTACHMENTS

- A. 2015 City Council Work Plan (adopted February 24, 2015)
- B. Proposed Salary Schedule (updated March 19, 2015)
- C. Development and Long-Range Planning Project List (as of April 2, 2015)

Report prepared by:

Alex D. McIntyre

City Manager

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#	Description	Lead Department
1.	Staffing (update job descriptions, fill vacancies, add capacity, reduce turnover)	Human Resources
2.	General Plan process; stay on schedule with revitalization of commercial areas / M-2	Community Development
3.	Housing Element implementation programs	Community Development
4.	Grant-funded projects (with deadlines for completion) for <ul style="list-style-type: none"> – Traffic signal improvements (Willow, Sand Hill) – Bicycle/pedestrian improvements (Haven, O'Connor School area, Valparaiso, citywide) – Determine vision and funding for El Camino/Ravenswood/Alma intersections (grade separation study) 	Public Works
5.	El Camino Real Corridor study & design implementation	Public Works
6.	Renewable energy – solar installation at City buildings	Public Works
7.	Climate Action Plan implementation	Public Works
8.	101/Willow Road interchange – Caltrans improvements design & construction	Public Works
9.	Administration building space planning implementation	Public Works
10.	Update to Heritage Tree ordinance	Public Works

#	Description	Lead Department
	<p>Active projects in construction:</p> <ul style="list-style-type: none"> Facebook East Hunter Mixed Use Marriott Residence Inn Quadrus Building #4 Facebook West CS Bio Mermaid Inn Beechwood School Anton Menlo Commonwealth Corporate Center <p>Projects pending or under review for building permits:</p> <ul style="list-style-type: none"> BBC Restaurant Facebook Northwest Hamilton Housing Greystar Housing Core Housing <p>Projects Pending Land Use Entitlements:</p> <ul style="list-style-type: none"> 500 El Camino Real/Stanford (negotiations including bicycle/pedestrian tunnel funding) 1300 El Camino Real/Green Heart Menlo Gateway SRI Hunter/Roger Reynolds Alma Station MidPeninsula Housing/Willow 650 Live Oak Mixed Use 1400 El Camino Real/Hotel 	<p>Community Development</p>
12.	Improve relationships with other agencies	City Manager's Office
13.	Upgrade existing financial system	Finance

#	Description	Lead Department
14.	Belle Haven Action Plan Phase III Implementation	Community Services
15.	Achieve City Council-approved Cost Recovery Levels in all Community Services programs	Community Services
16.	Downtown/El Camino Real Specific Plan Bi-Annual Review	Community Development
17.	Create a community disaster preparedness partnership w/ citizens, businesses & schools, utilizing existing agreement w/ Fire District	Police
18.	Complete sidewalks on Santa Cruz Ave	Public Works
19.	Address downtown parking garage	Public Works
20.	Establish public benefits approach for Development projects	City Manager's Office, Community Development
21.	Develop a water master plan <ul style="list-style-type: none"> - Add additional emergency well - Develop a recycled water program - Recycled water study for Sharon Heights Golf and Country Club and West Bay Sanitary District 	Public Works
22.	Transit improvements (TMA's, etc.)	Public Works
23.	Explore Dumbarton rail corridor activation / re-use	Public Works
24.	Implement Economic Development plan	City Manager's Office
25.	Develop IT master plan <ul style="list-style-type: none"> - New planning/building system software that will also allow for online permitting for basic residential permits (roof replacements, water heater replacements, kitchen/bath remodels, overnight parking permits) 	City Manager's Office
26.	Expand Downtown outdoor seating pilot program	City Manager's Office
27.	Caltrain electrification design review	Public Works
28.	Address traffic issues on Willow Road	Public Works

#	Description	Lead Department
29.	Implementation of recommendations from the department operational reviews (including, among others): <ul style="list-style-type: none"> – Developing the Library and Community Services Departmental Strategic Plans – Implementing the Administrative Services Study recommendations – Updating the Library and Community Services departmental policies and procedures – Improving relationships with stakeholders (school districts, user groups, etc.) 	Community Services, Library City Manager's Office Community Services, Library Community Services, Library
30.	Friendship/Sister City program	City Manager's Office

**City of Menlo Park Salary Schedule
(as of 04/19/15)**

ATTACHMENT B

Job Title	Employee Unit	FLSA	Top Step	MIN/Annual	MAX/Annual	MIN/Hourly	MAX/Hourly
Library Page	SEIU	N	E	24,211.26	28,899.66	11.6400	13.8941
Recreation Leader	SEIU	N	E	24,211.26	28,899.66	11.6400	13.8941
Senior Recreation Leader	SEIU	N	E	28,899.66	34,496.31	13.8941	16.5848
Recreation Aide	SEIU	N	E	30,927.85	37,093.56	14.8692	17.8334
Transportation Driver	SEIU	N	E	32,327.64	38,571.06	15.5421	18.5438
Library Clerk	SEIU	N	E	33,003.09	39,390.60	15.8669	18.9378
Senior Library Page	SEIU	N	E	33,003.09	39,390.60	15.8669	18.9378
Teacher's Aide	SEIU	N	E	33,790.63	40,273.68	16.2455	19.3623
Night Clerk	SEIU	N	E	35,319.38	42,118.64	16.9805	20.2493
Gymnastics Instructor	SEIU	N	E	36,057.05	43,041.00	17.3351	20.6928
Literacy Assistant	SEIU	N	E	41,148.17	49,212.26	19.7828	23.6597
Office Assistant I	SEIU	N	E	41,148.17	49,212.26	19.7828	23.6597
Child Care Teacher - Title 22	SEIU	N	E	45,037.56	53,888.97	21.6527	25.9082
Office Assistant II	SEIU	N	E	46,055.02	55,153.59	22.1418	26.5161
Program Assistant	SEIU	N	E	46,055.02	55,153.59	22.1418	26.5161
Library Assistant I	SEIU	N	E	47,080.67	56,369.87	22.6349	27.1009
Accounting Assistant I	SEIU	N	E	50,333.88	60,402.25	24.1990	29.0395
Building Custodian I	SEIU	N	E	50,333.88	60,402.25	24.1990	29.0395
Child Care Teacher - Title 5	SEIU	N	E	50,333.88	60,402.25	24.1990	29.0395
Office Assistant III	SEIU	N	E	50,333.88	60,402.25	24.1990	29.0395
Human Resources Assistant	Confidential	N	OR	51,455.07	61,818.68	24.7380	29.7205
City Service Officer	SEIU	N	E	51,455.07	61,818.68	24.7380	29.7205
Library Assistant II	SEIU	N	E	51,455.07	61,818.68	24.7380	29.7205
Maintenance I - Community Services	SEIU	N	E	51,455.07	61,818.68	24.7380	29.7205
Maintenance I - Parks	SEIU	N	E	51,455.07	61,818.68	24.7380	29.7205
Maintenance I - Streets	SEIU	N	E	51,455.07	61,818.68	24.7380	29.7205
Maintenance I - Trees	SEIU	N	E	51,455.07	61,818.68	24.7380	29.7205
Maintenance I - Water	SEIU	N	E	51,455.07	61,818.68	24.7380	29.7205
Maintenance I - Building Maintenance	SEIU	N	E	53,888.97	64,681.10	25.9082	31.0967
Accounting Assistant II	SEIU	N	E	55,153.59	66,191.76	26.5161	31.8230
Building Custodian II	SEIU	N	E	55,153.59	66,191.76	26.5161	31.8230
Secretary	SEIU	N	E	55,153.59	66,191.76	26.5161	31.8230
Library Assistant III	SEIU	N	E	56,369.87	67,751.18	27.1009	32.5727
Maintenance II - Parks	SEIU	N	E	56,369.87	67,751.18	27.1009	32.5727
Maintenance II - Streets	SEIU	N	E	56,369.87	67,751.18	27.1009	32.5727
Maintenance II - Trees	SEIU	N	E	56,369.87	67,751.18	27.1009	32.5727
Police Records Officer	SEIU	N	E	56,369.87	67,751.18	27.1009	32.5727
Community Development Technician	SEIU	N	E	57,730.47	69,301.77	27.7550	33.3182
Development Services Technician	SEIU	N	E	57,730.47	69,301.77	27.7550	33.3182
Water Service Worker	SEIU	N	E	57,730.47	69,301.77	27.7550	33.3182
Custodial Services Supervisor	AFSCME	N	E	57,916.66	69,525.20	27.8445	33.4256
Community Services Officer	SEIU	N	E	59,042.09	71,003.29	28.3856	34.1362
Contract Specialist	SEIU	N	E	59,042.09	71,003.29	28.3856	34.1362
Maintenance II - Building Maintenance	SEIU	N	E	59,042.09	71,003.29	28.3856	34.1362
Police Records Training Officer	SEIU	N	E	59,042.09	71,003.29	28.3856	34.1362
Property and Court Officer	SEIU	N	E	59,042.09	71,003.29	28.3856	34.1362
Environmental Programs Specialist	SEIU	N	E	60,402.25	72,562.05	29.0395	34.8856
Librarian I	SEIU	N	E	60,402.25	72,562.05	29.0395	34.8856
Gymnastics Program Coordinator	AFSCME	N	E	60,596.92	72,796.04	29.1331	34.9981
Program Supervisor - Title 22	AFSCME	N	E	60,596.92	72,796.04	29.1331	34.9981
Program Supervisor - Title 5	AFSCME	N	E	60,596.92	72,796.04	29.1331	34.9981
Recreation Program Coordinator	AFSCME	N	E	60,596.92	72,796.04	29.1331	34.9981
Youth Services Coordinator	AFSCME	N	E	60,596.92	72,796.04	29.1331	34.9981
Administrative Assistant	SEIU	N	E	63,225.40	75,974.37	30.3968	36.5261
Deputy City Clerk	SEIU	N	E	64,681.10	77,867.65	31.0967	37.4364

**City of Menlo Park Salary Schedule
(as of 04/19/15)**

Job Title	Employee Unit	FLSA	Top Step	MIN/Annual	MAX/Annual	MIN/Hourly	MAX/Hourly
Equipment Mechanic	SEIU	N	E	64,681.10	77,867.65	31.0967	37.4364
Maintenance III - Building Maintenance	SEIU	N	E	64,681.10	77,867.65	31.0967	37.4364
Maintenance III - Parks	SEIU	N	E	64,681.10	77,867.65	31.0967	37.4364
Maintenance III - Streets	SEIU	N	E	64,681.10	77,867.65	31.0967	37.4364
Maintenance III - Trees	SEIU	N	E	64,681.10	77,867.65	31.0967	37.4364
Maintenance III - Water	SEIU	N	E	64,681.10	77,867.65	31.0967	37.4364
Engineer Technician I	SEIU	N	E	64,909.61	78,077.77	31.2065	37.5374
Traffic Engineering Technician I	SEIU	N	E	64,909.61	78,077.77	31.2065	37.5374
Computer Support Technician	SEIU	N	E	66,191.76	79,616.83	31.8230	38.2773
Planning Technician	SEIU	N	E	66,191.76	79,616.83	31.8230	38.2773
Red Light Photo Enforcement Facilitator	SEIU	N	E	66,191.76	79,616.83	31.8230	38.2773
Librarian II	SEIU	N	E	67,751.18	81,612.50	32.5727	39.2368
Executive Secretary to the City Mgr	Confidential	X	OR	67,355.00	81,870.00	32.3822	39.3606
Water Quality Technician	SEIU	N	E	69,301.77	83,410.24	33.3182	40.1011
Belle Haven Family Serv Pgm Mgr	AFSCME	X	E	69,525.20	83,679.04	33.4256	40.2303
Literacy Program Manager	AFSCME	X	E	69,525.20	83,679.04	33.4256	40.2303
Accountant	SEIU	N	E	71,003.29	85,502.11	34.1362	41.1068
Code Enforcement Officer	SEIU	N	E	71,003.29	85,502.11	34.1362	41.1068
Communications Officer	SEIU	N	E	71,003.29	85,502.11	34.1362	41.1068
Engineering Technician II	SEIU	N	E	72,766.86	87,580.75	34.9841	42.1061
Traffic Engineering Technician II	SEIU	N	E	72,766.86	87,580.75	34.9841	42.1061
Communications Training Officer	SEIU	N	E	74,359.78	89,590.10	35.7499	43.0722
Recreation Supervisor	AFSCME	X	E	74,599.47	89,879.01	35.8651	43.2111
Business Manager - Development Serv	AFSCME	X	E	76,219.24	91,871.99	36.6439	44.1692
City Arborist	AFSCME	X	E	76,219.24	91,871.99	36.6439	44.1692
Facilities Supervisor	AFSCME	X	E	76,219.24	91,871.99	36.6439	44.1692
Fleet Supervisor	AFSCME	X	E	76,219.24	91,871.99	36.6439	44.1692
Parks and Trees Supervisor	AFSCME	X	E	76,219.24	91,871.99	36.6439	44.1692
Streets Supervisor	AFSCME	X	E	76,219.24	91,871.99	36.6439	44.1692
Assistant Planner	SEIU	N	E	77,641.39	93,513.07	37.3276	44.9582
Economic Development Specialist	SEIU	N	E	77,867.65	93,867.41	37.4364	45.1286
Construction Inspector	SEIU	N	E	77,867.65	93,867.41	37.4364	45.1286
Financial Analyst	SEIU	N	E	77,867.65	93,867.41	37.4364	45.1286
Lead Communications Officer	SEIU	N	E	77,867.65	93,867.41	37.4364	45.1286
Management Analyst	SEIU	N	E	77,867.65	93,867.41	37.4364	45.1286
Senior Engineering Technician	SEIU	N	E	78,077.77	94,069.60	37.5374	45.2258
Librarian III	AFSCME	X	E	78,118.75	94,170.13	37.5571	45.2741
Revenue and Claims Manager	AFSCME	X	E	78,188.75	94,170.13	37.5907	45.2741
Transportation Management Coord	SEIU	N	E	79,616.83	95,959.94	38.2773	46.1346
Water System Supervisor	AFSCME	X	E	79,873.28	96,269.40	38.4006	46.2834
Human Resources Analyst	Confidential	X	OR	81,607.25	96,559.00	39.2343	46.4226
Branch Library Manager	AFSCME	X	E	81,875.60	98,655.57	39.3633	47.4306
Building Inspector	SEIU	N	E	82,539.71	99,499.45	39.6826	47.8363
Associate Planner	SEIU	N	E	85,190.01	102,677.14	40.9567	49.3640
Assistant Engineer	SEIU	N	E	85,693.13	103,255.39	41.1986	49.6420
Support Services Manager	AFSCME	X	E	85,777.65	103,442.93	41.2393	49.7322
Environmental Programs Manager	AFSCME	X	E	87,677.16	105,730.64	42.1525	50.8320
Financial Services Manager	AFSCME	X	E	87,677.16	105,730.64	42.1525	50.8320
City Attorney	Exec	X	OR	N/A	108,000.00	N/A	51.9231
Police Officer	POA	N	E	89,677.95	109,004.06	43.1144	52.4058
Transportation Planner	SEIU	N	E	91,765.16	110,660.59	44.1179	53.2022
Senior Building Inspector	SEIU	N	E	92,639.11	111,714.50	44.5380	53.7089
Senior Planner	SEIU	N	E	93,513.07	112,768.41	44.9582	54.2156
Community Services Superintendent	Exec	X	OR	91,085.80	113,856.00	43.7913	54.7385
Public Works Superintendent	Exec	X	OR	91,085.80	113,856.00	43.7913	54.7385

**City of Menlo Park Salary Schedule
(as of 04/19/15)**

Job Title	Employee Unit	FLSA	Top Step	MIN/Annual	MAX/Annual	MIN/Hourly	MAX/Hourly
Associate Engineer	SEIU	N	E	96,155.31	116,021.79	46.2285	55.7797
Children's Services Manager	AFSCME	X	E	96,269.40	116,223.91	46.2834	55.8769
Community Services Manager	AFSCME	X	E	96,269.40	116,223.91	46.2834	55.8769
Housing Manager	AFSCME	X	E	96,269.40	116,223.91	46.2834	55.8769
Plan Checker	SEIU	N	E	97,071.08	117,126.76	46.6688	56.3109
Police Corporal	POA	N	E	96,515.95	117,315.74	46.4019	56.4018
Technical Services Manager	AFSCME	X	E	98,655.57	119,104.37	47.4306	57.2617
City Clerk	Exec	X	OR	95,798.40	119,748.00	46.0569	57.5712
Transportation Engineer	SEIU	N	E	100,757.94	121,642.93	48.4413	58.4822
Assistant to the City Manager	Exec	X	OR	98,870.40	123,588.00	47.5338	59.4173
Senior Civil Engineer	AFSCME	X	E	105,901.22	127,982.04	50.9140	61.5298
Senior Transportation Engineer	AFSCME	X	E	105,901.22	127,982.04	50.9140	61.5298
Building Official	AFSCME	X	E	106,909.80	129,200.92	51.3989	62.1158
Police Sergeant	PSA	N	E	108,146.50	131,452.74	51.9935	63.1984
Information Services Manager	AFSCME	X	E	110,853.17	133,984.83	53.2948	64.4158
Economic Development Manager	Exec	X	OR	108,787.20	135,984.00	52.3015	65.3769
Assistant Community Development Director	Exec	X	OR	113,021.80	141,276.00	54.3374	67.9212
Development Services Manager	AFSCME	X	E	118,612.89	143,363.77	57.0254	68.9249
Police Lieutenant	Exec	X	OR	122,333.80	152,916.80	58.8143	73.5177
Engineering Services Manager	Exec	X	OR	125,587.20	156,984.00	60.3785	75.4731
Transportation Manager	Exec	X	OR	125,587.20	156,984.00	60.3785	75.4731
Assistant Director of Public Works	Exec	X	OR	125,587.20	156,984.00	60.3785	75.4731
Human Resources Director	Exec	X	OR	132,058.60	165,072.00	63.4897	79.3615
Police Commander	Exec	X	OR	139,200.00	174,000.00	66.9231	83.6538
Library Services Director	Exec	X	OR	139,603.20	174,504.00	67.1169	83.8962
Community Development Director	Exec	X	OR	143,146.60	178,932.00	68.8205	86.0250
Finance Director	Exec	X	OR	143,338.60	179,172.00	68.9128	86.1404
Community Services Director	Exec	X	OR	145,104.00	181,380.00	69.7615	87.2019
Public Works Director	Exec	X	OR	147,034.60	183,792.00	70.6897	88.3615
Assistant City Manager	Exec	X	OR	151,373.80	189,216.00	72.7759	90.9692
Police Chief	Exec	X	OR	154,666.60	193,332.00	74.3589	92.9481
City Manager	Exec	X	OR	N/A	199,000.00	N/A	95.6731

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Development and Long-Range Planning Projects as of April 2, 2015

Development Projects:

Project Name	Key Characteristics	Status
Facebook East	Re-use of existing campus; addition of 1,500 residential units	Ongoing renovation projects; future housing proposal
Facebook West (MPK 20)	433,555 sf office	Temporary occupancy granted; minor construction ongoing
Facebook (300 Constitution)	185,000 sf office (Building re-use)	Completed land use entitlements
Facebook (TE site)	200 room hotel; 985,000 sf office	Submitted for land use entitlements
Facebook (Prologis site)	Mixed use office and residential	Future project
Marriott Residence Inn	Hotel conversion	In construction
Quadrus Building #4	32,671 sf office	In construction
CS Bio	37,428 sf R&D	In construction
702 Oak Grove	Mixed use (3,460 sf office and 4 residential units)	In construction
Mermaid Inn Hotel	Hotel renovation/expansion	In construction
Anton Menlo	394 rental units	In construction
Greenheart Hamilton Housing	195 rental units	In construction
Greystar Housing	146 rental units	In plan check
Core Housing	60 affordable rental units	In construction
Mid-Peninsula Housing (1200 block Willow)	Replace existing housing with 90 affordable senior units	Undergoing planning review
Mid-Peninsula Housing (1300 block Willow)	Replace existing housing with affordable senior units	Future project
Commonwealth Center	259,920 sf office	In construction
BBC	Renovated Restaurant	In construction
612-14 College	4 residential units	In plan check
Fire Station #6	New fire station	Completed land use entitlements
Stanford Project	Mixed Use	Undergoing planning review
Greenheart El Camino Real Project	Up to 217,000 sf commercial and 216 units	Undergoing planning review
Menlo Gateway	250 room hotel; 694.669 sf office/R&D; 40,000 sf fitness center	Undergoing planning review
SRI Campus Renovation	Campus renovation	Undergoing planning review/on hold
Roger Reynold's Nursery	26 residential units	Undergoing planning review
Alma Station	25,156 sf office	Undergoing planning review
650 Live Oak	16,811 sf commercial/17 units	Undergoing planning review
1400 El Camino Real	Hotel	Undergoing planning review
1295 El Camino Real	Mixed use	Undergoing planning review
Office Max site	Convert existing buildings to R&D	Submitted for land use entitlements
Stanford Inn Renovation	Motel conversion to new mixed use	Future Project
Sunset Headquarters	Unknown	Future project
Park Theater Renovation	Office-Residential Mixed Use	Future project
Packard site	Annexation and 30,000 sf office	Future project

Ford Land Company	Commercial	Future project
900 block El Camino Real	Mixed Use	Future project
840 Menlo	Mixed Use	Future project
716 Oak Grove	Mixed use	Future project
3575 Haven	Office/R&D	Future project
502-540 Santa Cruz	Mixed use	Future project

Long-Range Planning Projects:

Project Name	Status
General Plan Update and M-2 Area Zoning	Underway
Housing Element Annual Reports	Conducted annually
Housing Element Nexus Study	Underway
Housing Element Implementation	Underway
Specific Plan Review	Conducted every two years
Public Benefit	Underway
Zoning Ordinance Update/Streamlining	Simultaneous with General Plan Update
Zoning Ordinance Update/Residential	Following conclusion of General Plan Update
Zoning Ordinance Update/Signs	Following conclusion of Zoning Ordinance/Residential
Zoning Ordinance Update/Remainder	Following conclusion of Zoning Ordinance/Signs
Online Permitting	Fiscal year 2015-16