This agenda contains a brief description of each item to be considered. Those wishing to address the City Council on any matter not listed on the Agenda, but within the jurisdiction of the City Council to resolve, may come forward to the podium during the Public Forum portion of the Agenda and will have a maximum of three minutes to discuss their item. Those wishing to speak on a Public Hearing matter will be called forward at the appropriate time during the Public Hearing consideration.

Please Note: Anyone wishing to present materials to the City Council, please submit seven copies to the City Clerk.

Copies of written documentation relating to each item of business on the Agenda are on file in the Office of the City Clerk at City Hall and the Half Moon Bay Library where they are available for public inspection. If requested, the agenda shall be available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132.) Information may be obtained by calling 650-726-8271.

In compliance with the Americans with Disabilities Act, special assistance for participation in this meeting can be obtained by contacting the City Clerk’s Office at 650-726-8271. A 48-hour notification will enable the City to make reasonable accommodations to ensure accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II).

http://hmbcity.com/

MEETING WILL CONCLUDE BY 11:00 PM UNLESS OTHERWISE EXTENDED BY COUNCIL VOTE
SPECIAL REMOTE MEETING PROTOCOLS

In accordance with the San Mateo County Health Officer's March 16, 2020, March 31, 2020, April 29, 2020, and May 29, 2020 Shelter-In-Place Orders and Governor Newsom’s Executive Order No-29-20, this will be a teleconference meeting without a physical location to help stop the spread of COVID-19. This meeting will be conducted entirely by remote participation, in compliance with the Governor's Executive Order N-29-20 allowing for deviation of teleconference rules required by the Ralph M. Brown Act.

This meeting will be conducted via Zoom Webinar. Members of the public are welcome to login into the webinar as Attendees. During any public comment portions, attendees may use the “raise your hand” feature and will be called upon and unmuted when it is their turn to speak. The meeting will also be streamed on Channel 27, on pacificcoast.tv., on Facebook in English at www.facebook.com/cityofhalfmoonbay and in Spanish at www.facebook.com/halfmoonbayrecreation. If you do not have access to join by computer, you may phone in comments to 650-726-8271, and your comments will be read into the record. Members of the public are welcome to submit comments (in accordance with the three-minute per speaker limit) via email to jblair@hmbcity.com prior to or during the meeting (before the close of public comments on that item). The City Clerk will read all comments into the record. Please click to join the webinar: https://zoom.us/j/96138528847

ROLL CALL

MAYOR’S ANNOUNCEMENTS OF COMMUNITY ACTIVITIES AND COMMUNITY SERVICE

REPORT OUT FROM RECENT CLOSED SESSION MEETINGS

CITY MANAGER UPDATES TO COUNCIL
UPDATE ON FRENCHMAN’S CREEK PG&E PROJECT
PRESENTATION OF 2020 LEADERSHIP AWARD SCHOLARSHIPS
NOVEMBER 2020 DISTRICT ELECTION UPDATE / CANDIDATE INFORMATION
KEEP AMERICA BEAUTIFUL CIGARETTE LITTER PREVENTION PROGRAM GRANT UPDATE

1. CONSENT CALENDAR

1.A. WAIVE READING OF RESOLUTIONS AND ORDINANCES

1.B. AWARD OF CONTRACTS FOR HALF MOON BAY SEWER COLLECTION SYSTEM MAINTENANCE AND ENGINEERING/OPERATIONS ASSISTANCE

Staff Recommendation: It is recommended that the City Council: 1) adopt a resolution authorizing the City Manager to execute Amendment No. 2 to the sewer collection system maintenance contract with the Sewer Authority Mid-Coastside increasing the contract cost by 33-percent ($57,981) and extending the contract for one additional year (expiration of June 30, 2020) for cleaning of a minimum of 50-percent of City collection system at a cost of $234,439; 2) adopt a resolution authorizing the City Manager to execute Amendment No. 2 to the contract with the Mark Thomas Company, Inc. for management and oversight of the sewer collection system maintenance work program amending the scope to include CCTV inspection of downtown sewer lines and a reduction in overall cost of 19-percent, decreasing annual costs for FY 2020-21 by $48,500 (Total $176,458); and 3) adopt a resolution authorizing the City Manager to execute Amendment No. 3 to the professional services agreement with V. W. Housen & Associates extending the expiration date to June 30, 2021, amending scope of services and decreasing the annual costs by approximately 12-percent ($21,100) for FY 2020-21 (Total $155,000).
1.C. AMENDMENT NO. 1 TO FUNDING AGREEMENT WITH SMCTA FOR HIGHWAY 1 SAFETY AND OPERATIONAL IMPROVEMENTS PROJECT - NORTH (CIP PROJECT NO. 538)

Staff Recommendation: Adopt a resolution authorizing the City Manager to execute Amendment No. 1 to the funding agreement with San Mateo County Transportation Authority (SMCTA) extending the deadline for the design of Highway 1 Safety and Operational Improvements Project North (CIP Project No. 538).

1.D. 2020 CALENDAR OF CITY COUNCIL MEETINGS

Staff Recommendation: By motion, amend the City Council Calendar for 2020 to hold the August 4, 2020 meeting.

1.E. MODIFICATION TO CITY HALL OPERATING HOURS

Staff Recommendation: Adopt a resolution setting the operating hours for City facilities.

1.F. CONFLICT OF INTEREST CODE UPDATE

Staff Recommendation: Adopt a resolution amending the Conflict of Interest Code.

1.G. AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CITIES WITHIN SAN MATEO COUNTY FOR FACILITATION AND COORDINATION OF ANIMAL CONTROL SERVICES

Staff Recommendation: Adopt a resolution authorizing the City Manager to execute an Amendment to the Agreement between the County of San Mateo and Cities within San Mateo County, for facilitation and coordination of animal control services, amending certain
sections of the agreement and extending the term for one year through June 30, 2021.

STAFF REPORT

RESOLUTION

ATTACHMENT 2

ADJOURNMENT
BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: June 2, 2020

TO: Honorable Mayor and City Council

VIA: Bob Nisbet, City Manager

FROM: John Doughty, Public Works Director
Maziar Bozorginia, City Engineer

TITLE: AWARD OF CONTRACTS FOR HALF MOON BAY SEWER COLLECTION SYSTEM MAINTENANCE AND ENGINEERING/OPERATIONS ASSISTANCE

RECOMMENDATION:
It is recommended that the City Council:

1) Adopt a resolution authorizing the City Manager to execute Amendment No. 2 to the sewer collection system maintenance contract with the Sewer Authority Mid-Coastside (SAM) increasing the contract cost by 33-percent ($57,981) and extending the contract for one (1) additional year (expiration of June 30, 2020) for cleaning of a minimum of 50-percent of City collection system at a cost of $234,439;

2) Adopt a resolution authorizing the City Manager to execute Amendment No. 2 to the contract with the Mark Thomas Company, Inc. (MTCo) for management and oversight of the sewer collection system maintenance work program amending the scope to include CCTV inspection of downtown sewer lines and a reduction in overall cost of 19-percent, decreasing annual costs for FY 2020-21 by $48,500 (Total $176,458); and

3) Adopt a resolution authorizing the City Manager to execute Amendment No. 3 to the professional services agreement with V. W. Housen & Associates (Housen) extending the expiration date to June 30, 2021, amending scope of services and decreasing the annual costs by approximately 12-percent ($21,100) for FY 2020-21 (Total $155,000).

FISCAL IMPACT:
The cost of the contracts has been included in the Draft FY 20-21 Sewer Operating Budget and are funded by user fees. These costs have been anticipated in the 2020 Sewer Rate Study and proposed rate adjustment. Despite significant SAM increase, the overall costs of services has been reduced by modification and reduction of the scope of work by Housen and MTCo.

BACKGROUND:
The City owns and operates approximately 35 miles of sewer main lines. The system also includes three pump (lift) stations and three force mains. These together comprise the sewer collection system. The City is responsible for environmental compliance and any liability associated with maintenance and response to Sanitary Sewer Overflows (SSO). Maintenance
includes regular cleaning, monitoring and repair of sewer main lines, pump stations, manholes and related facilities. The nature of the infrastructure, human activity and weather make a zero SSO goal unachievable. That being said, the City is committed to proactively avoiding SSO events through its maintenance, inspection, documentation and monitoring program. That same program ensures timely and compliant response to any SSO event. The last SSO event in City limits or within the City’s collection system involved a six-gallon contained spill at a pressure relief valve in Ocean Colony on August 13, 2019. This lack of SSO activity can be attributed to a variety of efforts undertaken by the City including:

1) Maintaining the City’s relationship with VW Housen Associates to assist the City;
2) The hiring of in-house engineering staff to manage and facilitate operations and capital maintenance of the collection system;
3) The hiring of Mark Thomas Company to oversee maintenance activities and the FOG program (this has not only improved training and performance in Half Moon Bay, but also within Granada and Montara);
4) The adoption and implementation of a new collection system maintenance contract with SAM; and
5) Installation of nine (9) Smart Covers in the City to “real time” monitor flows in segments of the system; and
6) Proactive completion of sewer main and related repairs.

Collections System
In January 2018, the City Council authorized staff to release a Request for Proposals (RFP) for contract collection system maintenance. This RFP was released on January 22, 2018 with a due date of 4:00 PM February 20, 2018. The purpose of this RFP was to ultimately assure the greatest protection of the fragile coastal environment through use of best management practices in the cleaning and maintenance of the City’s collection system, which in turn reduces the potential for spills, associated fines and costs associated with violations of the Statewide Waste Discharge Requirements for sewer collection systems. In addition to the immeasurable cost of environmental impacts and the cost of litigation, fines and violations can quickly exceed savings achieved through insufficient or poorly executed and documented services.

On March 20, 2018, staff recommended that the City Council consider a “hybrid” approach to the contracting of collections system cleaning and management services. As recommended, SAM would continue to provide collection system cleaning including “Hot Spots” and sanitary sewer overflow (SSO) response. Mark Thomas Company would be contracted to provide oversight of cleaning services, SSO response oversight, and maintenance of the pump stations. MTCo would also handle FOG Inspections and manage data collected by SAM within the Lucity and ICOM software packages.

On March 20, 2018, the City Council authorized staff to proceed with negotiations of two separate 3-year contracts; one with SAM and the other with MTCo. On May 15, 2018, the City Council authorized the City Manager to execute 3-year contracts with both SAM and MTCo.
Subsequently, following several SAM Board discussions and continuances, the City modified its request to a one-year contract with SAM which the Board ratified.

The collection system maintenance has been fully operational under the new contracts and scopes of work since July 23, 2018. As noted earlier, there has been one SSO event since the new contract(s) and oversight program was initiated and that event occurred on a location not part of normal operations and maintenance. Even with best practices, SSO events are likely to occur at some point in the future. Our efforts are intended to proactively address systemic issues and where events occur limit the number, scope and duration. Having SAM as our 24-hour, 7 day a week emergency call-out provider has also been a major factor in our success to date. MTCo initiated inspections and documentation related to the FOG Program. As part of this process, MTCo identified almost two times the number of establishments requiring FOG inspection. In FY 20-21, City staff will return to City Council with an ordinance to assist in the implementation and enforcement of the FOG program.

Over the last several months, the City has participated in discussions with the managers of Granada, Montara and SAM regarding the SAM collections contract for FY 20-21. Early on in conversations, it became evident that the SAM would not extend/amend the contract at the rate included under the City RFP (app. $180K); SAM staff indicated that they had erroneously calculated the linear footage of “Hot Spot” cleaning. Additionally, Granada and Montara indicated they would not support any City contract that provided discounted service costs at their expense this fiscal year. Several variations of cost sharing were discussed among the group. The current proposal represents the lowest cost alternative to all parties and included shifting of some fixed costs to the SAM General Operating Budget.

The City, Granada and Montara are each and together committed to looking at possible alternatives to the current contract. Montara has evaluated transitioning to in-house collection system cleaning in recent years. Granada has also indicated a desire to look at other possible cost saving options. While the City has discussed other models (including contracting through MTCo for cleaning services), staff feels that it would be best to extend the arrangement for another fiscal year.

**Engineering Support**

The City entered into a contract with V.W. Housen & Associates on July 15, 2014 to provide critical engineering and oversight services. The City renewed this contract on January 1, 2016, with a new expiration date of December 30, 2018. This contract was extended last May to June 30, 2019. Staff is requesting to extend the contract at an approximate 12-percent reduction in costs to provide assistance in the following areas:

- Repair/replacement of the three (3) pump stations (Ocean Colony, Bell Moon, Pelican Point)
- Replacement of the Ocean Colony Force main
- Management of the proposed recycled water project
- Management of the collection system maintenance
- Management of Kelly Avenue and other storm related matters
- Maintaining GIS layers and data for City and SAM purposes
- Identification of critical improvements for the Sewer Main Repair Program and the Sewer Maintenance Program within the Capital Improvement program (CIP)

V.W. Housen Associates continues to serve an important role including a working knowledge and relationship with the SAM, SAM facilities and the Regional Water Quality Control Board.

DISCUSSION:
Over the last several years the City of Half Moon Bay has taken many steps to ensure the professional management, operation and capital maintenance of its sanitary sewer collection system. The Capital Improvement Program includes annual allocations of funding for repair and replacement of sewer mains and appurtenant facilities like manholes. The City has designed and permitted the new Ocean Colony Pump Station and Force Main Project and has programmed improvements at Pelican Point and Bell Moon Pump Stations as well. The City has in-house and outside specialized support to manage the system and to assist with SAM (Treatment Plant operations and operations of the Intertie Pipeline System).

Over the last twenty months the City, SAM and MTCo have worked closely to ensure maintenance of the collection system meets industry best practices and standards. We believe the arrangement has improved cleaning of the system and improved the City’s working knowledge of the system. As such, we are requesting the City Council consider and approve the following:

SAM Contract Services
Staff is recommending approval of an amendment to the SAM contract. This amendment would have SAM continue to provide field-focused services, which includes sewer cleaning, pump station inspections (and wet well cleaning), SSO response, and USA markings. SAM will host the Lucity software for all member agencies which will become the host of all collection system data prospectively. SAM will continue to support the existing ICOM software until Lucity transition is complete.

Under the terms of the amendment, the contract with SAM would be extended to June 30, 2021 and the cleaning schedule would be based upon continuation at 50-percent cleaning (one-half system each year); the proposed contract may ultimately result in slightly more than 50-percent. Hotspot cleaning would remain on the established cleaning schedules; the amount and frequency of “Hot Spot” cleaning has and is anticipated to be reduced based on improved cleaning and documentation. Based upon the work completed, conditions observed and the documentation, we are comfortable continuing with reduced regular cleaning schedule (Granada and Montara are doing the same). SAM has indicated that they cannot provide the service at the price quoted in their 2018 proposal. Staff provided explanation above.

The SAM contract costs will increase from $176,458 in FY 2019-20 to $234,439 in FY 20-21.
**Mark Thomas Company**
The agreement with MTCo does not expire until June 30, 2021. Staff is recommending amending the agreement to modify the scope of work to incorporate CCTV of the oldest portions of the City sewer system and to reduce the overall annual cost by approximately 12-percent. CCTV is not a service that the City or SAM are equipped or capable of providing.

Under the recommended agreement MTCo will continue to provide field Quality Assurance (QA)/Quality Control (QC), field documentation, strategic planning including development of procedures manuals, database management, City FOG inspections, and pump station repairs. In addition, MTCo will oversee SSO reporting and documentation and provide field training to SAM and City staff. Staff recently met with Mr. Benjamin Porter of MTCo to discuss budgetary challenges. MTCo submitted a revised budget reducing overall costs by 12-percent while adding new CCTV inspections.

The annual maximum cost of services is to decrease in the FY 2019-20 by $48,500 (-19%) for a total annual cost of $199,839.

**Engineering Support**
Staff is recommending an amendment to the contract with V.W. Housen & Associates to extend the contract term to June 30, 2021. The amendment would include a revised scope of work aligned with the FY 2020-21 program and capital projects.

Vivian Housen has over 25 years of experience in planning, design, and management of water and wastewater infrastructure systems. Ms. Housen and her staff have been serving as the City’s Sewer Engineers and have been integral in developing and implementing the City’s sewer programs and projects. Ms. Housen has extensive knowledge of the City’s collection system as well as the sewer treatment plant and collection systems of the other member agencies of the Joint Powers Authority (JPA). The City has benefited greatly from Ms. Housen’s service and would like to retain her firm’s services. Staff met with Vivian Housen recently to discuss budgetary challenges and Ms. Housen has submitted a revised scope and cost proposal.

The annual maximum cost of services is to decrease by $21,500 (-12%) to $155,100 in FY 2020-21.

**Conclusion**
There is an inherent cost to operating and maintaining a sewer collection system. The contract services recommended in this report are necessary for the safe and efficient operation of the collection system. Reductions in costs and scope of Housen and MTCo agreements were negotiated to balance out increased SAM contract service costs. Contract services for FY 2020-21 are slightly lower than FY 2019-20.

**ATTACHMENTS:**
1. Resolution—SAM
2. Resolution—Mark Thomas Company
3. Resolution—V.W. Housen Associates
Resolution No. C-2020-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH THE SEWER AUTHORITY MID-COASTSIDE FOR SEWER COLLECTION SYSTEM CLEANING, MAINTENANCE AND RELATED SERVICES

WHEREAS, the City entered into a professional services agreement with the Sewer Authority Mid-Coastside on July 23, 2018; and

WHEREAS, the City and SAM extended the agreement for FY 2019-20 at the annual cost figure submitted with their proposal in February 2018; and

WHEREAS, SAM has offered to extend the contract an additional year in conjunction with extension of contracts with Granada and Montara; and

WHEREAS, SAM provided a number of cost-sharing alternatives to the managers of the City, Granada and Montara; and

WHEREAS, the increase in City costs by 33-percent represents the least cost option to the City and its rate payers for FY 2020-21.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby authorizes the City Manager to execute Amendment No. 2 to the Professional Services Agreement with the Sewer Authority Mid-Coastside extending the expiration date to June 30, 2021 at a not to exceed amount of $234,439.

I, the undersigned, hereby certify that the foregoing resolution was duly passed and adopted on the 2nd day of June, 2020 by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:
NOES, Councilmembers:
ABSENT, Councilmembers:
ABSTAIN, Councilmembers:

ATTEST:                  APPROVED:
______________________   ______________________
Jessica Blair, City Clerk  Adam Eisen, Mayor
Resolution No. C-2020-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY
AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2 TO THE PROFESSIONAL
SERVICES AGREEMENT WITH THE MARK THOMAS COMPANY FOR OVERSIGHT OF THE SEWER
COLLECTION SYSTEM CLEANING, MAINTENANCE AND RELATED SERVICES

WHEREAS, the City Council entered into a professional services agreement with Mark
Thomas Company on July 1, 2018 to provide oversight of the sewer collection system cleaning
and maintenance; and

WHEREAS, staff has met with Mark Thomas Company representatives to discuss
possible revisions to the scope of services entering this fiscal year; and

WHEREAS, MTCo has the ability to provide CCTV services and the City desires to
incorporate regular CCTV inspection of sewer collection mains;

WHEREAS, MTCo has provided a scope that includes CCTV of the oldest City sewer
mains (downtown) while reducing overall costs by approximately 19 percent in FY 2020-21.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay
hereby authorizes the City Manager to execute Amendment No. 2 to the Professional Services
Agreement with Mark Thomas Company modifying the scope of services to include CCTV of the
downtown and decreasing the annual cost to $199,839.

*****************************************************************
I, the undersigned, hereby certify that the foregoing resolution was duly passed and adopted on
the 2nd day of June, 2020 by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:
NOES, Councilmembers:
ABSENT, Councilmembers:
ABSTAIN, Councilmembers:

ATTEST:                        APPROVED:
________________________________________  __________________________
Jessica Blair, City Clerk        Adam Eisen, Mayor
Resolution No. C-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH V.W. HOUSEN & ASSOCIATES

WHEREAS, the City entered into contract with V.W. Housen & Associates on July 13, 2014 for engineering services related to sewers; and

WHEREAS, the City renewed this contract on January 1, 2016 for three (3) years; and

WHEREAS, in January 2017 the City requested that V.W. Housen & Associates provide increased support due to emerging critical projects and issues; and

WHEREAS, on May 17, 2017, the City Council approved Amendment No. 1 expanding scope and funding and extending the agreement through FY 2019-20; and

WHEREAS, the City would like to continue a contract with V.W. Housen and Associates in FY 2020-21 at a slightly reduced cost; and

WHEREAS, multiple upcoming programs and projects related to sewers that would benefit from V.W. Housen and Associates expertise; and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby authorizes the City Manager to execute Amendment No. 3 to the Professional Services Agreement with V.W. Housen & Associates extending the expiration date to June 30, 2021 and amending scope of services at an annual cost of $155,000 in FY 2020-21.

I, the undersigned, hereby certify that the foregoing resolution was duly passed and adopted on the 2nd day of June, 2020 by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:
NOES, Councilmembers:
ABSENT, Councilmembers:
ABSTAIN, Councilmembers:

ATTEST:                          APPROVED:

______________________________  _____________________________
Jessica Blair, City Clerk        Adam Eisen, Mayor
BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: June 2, 2020

TO: Honorable Mayor and City Council

VIA: Bob Nisbet, City Manager

FROM: John Doughty, Public Works Director
       Maz Bozorginia, City Engineer

TITLE: AMENDMENT NO. 1 TO FUNDING AGREEMENT WITH SMCTA FOR HIGHWAY 1 SAFETY AND OPERATIONAL IMPROVEMENTS PROJECT - NORTH (CIP PROJECT NO. 538)

RECOMMENDATION:

Adopt a resolution authorizing the City Manager to execute Amendment No. 1 to the funding agreement with San Mateo County Transportation Authority (SMCTA) extending the deadline for the design of Highway 1 Safety and Operational Improvements Project North (CIP Project No. 538).

FISCAL IMPACT:

There are sufficient funds in the FY 2019-20 Capital Improvement Program to fund the design and preparation of the Plans, Specifications and Estimates (PS&E) for the Highway 1 Safety and Operational Improvements Project North. The CIP anticipated funding from SMCTA for design and project management as well as programmed developer funds (Ailanto Properties – Pacific Ridge Subdivision).

STRATEGIC ELEMENT:

This action supports the Infrastructure and Environment and Healthy Communities and Public Safety Elements of the Strategic Plan.

BACKGROUND:

To address the safety and operational issues along Highway 1, the City submitted two separate applications to SMCTA for funding the Highway 1 Safety and Operational Improvements Projects. On October 4, 2012, the SMCTA awarded the City $3.5 million (for design, right-of-way, and construction) for each project for a total of $7 million. These projects have been included in the City’s Capital Improvement Program as Highway 1 Safety Operational Improvements - North (CIP Project No. 538) and Highway 1 Safety Operational Improvements - South (CIP Project No. 523).
The Highway 1 North project includes a new signalized intersection at Terrace Avenue and Highway 1 to provide a safe east-west crossing for pedestrians/bicyclists, protected turn movements for automobiles, consolidate access from Grand Blvd and Frontage Road and improves the Naomi Patridge Trail connection (across the previous access points to Highway 1). The proposed improvements also include a bicycle/pedestrian (Class I) path from N. Main Street to Spindrift Way on the east side (Eastside Parallel Trail) of the highway as well as extension of the four-lane highway configuration north to just south of Grandview Blvd with improved turning lanes, landscaped medians and green infrastructure. Bus stops will also be improved in this section to provide a better experience for transit riders including ADA compliant access.

The Pacific Ridge Subdivision (Ailanto Properties, Inc.) is a 63 single-unit residential subdivision under construction at the terminus of Terrace Avenue. A traffic signal and related highway improvements are required (per Conditions of Approval) at Terrace Avenue and Highway 1 to mitigate traffic impacts from the project. The City has collected the required fees in the amount of $3,119,215 for the improvements to be implemented as part of the Highway 1 North project.

On December 11, 2018, the Planning Commission adopted the Negative Declaration and approved the Coastal Development Permit for the project. Subsequently, on February 8, 2019 the California Department of Transportation approved the Permit Engineering and Evaluation Report (PEER) for the project.

On March 4, 2019, staff met with the City’s Mobility Committee to discuss the various City transportation projects including the Highway 1 North project. The committee was briefed on the status and the schedule of the Highway 1 project and agreed to move forward as proposed.

On March 7, 2019, the City’s Bicycle and Pedestrian Advisory Committee (BPAC) was presented with an update of the 2018-19 Capital Improvement Program, which covered the Highway 1 North project as well as a brief overview of all of the current capital projects. The committee provided comments and agreed to move forward in the design and will continue to provide feedback as the design progresses.

On April 2, 2019, the City Council adopted a resolution authorizing the City Manager to execute the funding agreement with San Mateo County Transportation Authority (SMCTA) to accept Measure A funds ($300,000 for design) of the project as well as executing a professional services agreement with Mark Thomas and Company, Inc. to prepare plans, specifications and estimates for the project.

**DISCUSSION:**

As part of the agreement with SMCTA to secure funding for the design of the project, a time of performance was incorporated into the terms as is common in standard practice. Due to the complexity of the project rights-of-way and schedule impacts due to COVID-19 response, staff requested a one (1) year time-extension to the terms of the funding agreement to My 31, 2021.
The SMCTA has approved the City’s request and the City Attorney has reviewed and approved to form Amendment No. 1. With approval of the item, the City Manager may execute Amendment No. 1 (time-extension only) to the SMCTA funding agreement for the Highway 1 Safety and Operational Improvements Project North (CIP Project No. 538).

ATTACHMENTS:

1. Resolution
2. DRAFT Amendment No. 1 to SMCTA Funding Agreement
RESOLUTION NO. C-2020-______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT NO. 1 TO THE AGREEMENT WITH SAN MATEO COUNTY TRANSPORTATION AUTHORITY TO EXTEND THE DEADLINE OF THE FUNDING AGREEMENT FOR THE DESIGN OF HIGHWAY 1 SAFETY AND OPERATIONAL IMPROVEMENTS PROJECT NORTH (CIP PROJECT NO. 538)

WHEREAS, on May 24, 2012, the San Mateo County Transportation Authority (SMCTA) issued a call for projects for the Measure A Highway Program; and

WHEREAS, in response to the call for projects, the City of Half Moon Bay requested that SMCTA provide $3,500,000 in Measure A funds for Highway 1 Safety and Operational Improvements Project North; and

WHEREAS, on October 4, 2012, the SMCTA Board of Directors programmed up to $300,000 for the design phase and $3,200,000 for the construction phase of the Project; and

WHEREAS, the allocation of the Measure A funds for Design phase was conditioned on approval of Permit Engineering Evaluation Report (PEER) and environmental clearance and the allocation for Construction is conditioned on completion of the Design phase; and

WHEREAS, on December 6, 2018, SMCTA Board of Directors allocated the funds that were programmed through SMCTA Resolution 2012-17 for the Design phase of the Project with the allocation contingent upon the approval of the PEER and environmental clearance; and

WHEREAS, on December 11, 2018, the Planning Commission adopted the Negative Declaration and approved the Coastal Development Permit for the project and Caltrans approved the PEER on February 8, 2019, thereby satisfying the SMCTA conditions of the allocation for the Design phase, and

WHEREAS, per the agreement between the City and Ailanto Properties (Pacific Ridge Subdivision), a total of $3,119,215 was provided by Ailanto Properties towards the design and construction of the project, and

WHEREAS, on April 2, 2019, the City Council approved entering into a funding agreement with SMCTA for plans, specifications and estimates of the Highway 1 Safety and Operational North Project.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby authorizes the City Manager to execute Amendment No. 1 to the funding agreement with San Mateo County Transportation Authority (SMCTA) extending the deadline for the design of Highway 1 Safety and Operational Improvements Project North (CIP Project No. 538).
I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 2nd day of June 2020 by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:
NOES, Councilmembers:
ABSENT, Councilmembers:
ABSTAIN, Councilmembers:

ATTEST:                                  APPROVED:

______________________________________  ________________________________
Jessica Blair, City Clerk                   Adam Eisen, Mayor
AMENDMENT NO. 1 TO
THE FUNDING AGREEMENT
BETWEEN THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY AND
THE CITY OF HALF MOON BAY
FOR THE
STATE ROUTE (SR) 1 SAFETY AND OPERATIONAL IMPROVEMENT PROJECT –
MAIN STREET TO KEHOE AVENUE DESIGN PHASE

THIS FIRST AMENDMENT (First Amendment) to the SR 1 Safety and Operational Improvement Project –Main Street to Kehoe Avenue (Project) Funding Agreement (Funding Agreement) is made as of the ___ day of __________, 2020, by and between the San Mateo County Transportation Authority (TA) and the City of Half Moon Bay (Sponsor), referred to herein individually as “Party” and jointly as “Parties.”

WHEREAS, the Parties entered into the Funding Agreement for the Design phase of the Project on April 19, 2019; and

WHEREAS, the Sponsor determined that as a part of the Design phase, additional Plans, Specifications and Estimates (PS&E) and Right of Way (ROW) support services were needed; and

WHEREAS, the Sponsor determined that the Project’s review process and the ROW engineering were increasingly complex and added time to the Project’s delivery schedule to complete the Project; and

WHEREAS, the Sponsor requested a one year extension from the TA on April 03, 2020; and

WHEREAS, the Parties desire to amend the Funding Agreement in order to extend the term of the Agreement; and

IT IS HEREBY AGREED by the Parties that the Funding Agreement is revised and amended as follows:

1. **Term.** Section 3.1 of the Funding Agreement is deleted and amended in its entirely to read as follows:

“The term of this Agreement will commence on Execution Date and conclude upon the earliest of: (a) the TA’s final reimbursement to Sponsor for work performed hereunder, (b) termination by Sponsor or the TA pursuant to this Section 3, or (c) November 30, 2021.”

2. **Time of Performance.** Section 3.5 of the Funding Agreement is deleted and amended in its entirety to read as follows:

“The Scope of Work must be completed no later than May 31, 2021.”
3. **EFFECT.** Except as and solely to the extent amended by this First Amendment, the Funding Agreement shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by the persons authorized to act in their respective names on the day and year first written above.

SAN MATEO COUNTY TRANSPORTATION AUTHORITY

By: ______________________________
Name: Jim Hartnett
Its: Executive Director

APPROVED AS TO FORM

By: ______________________________
Name: ______________________________
Its: Legal Counsel for the TA

CITY OF HALF MOON BAY

By: ______________________________
Name: ______________________________
Its: ______________________________

APPROVED AS TO FORM

By: ______________________________
Name: ______________________________
Its: Legal Counsel for the City of Half Moon Bay
RECOMMENDATION:
By motion, amend the City Council Calendar for 2020 to hold the August 4, 2020 meeting.

FISCAL IMPACT:
There is no fiscal impact associated with this action.

STRATEGIC ELEMENT:
This action supports the Inclusive Governance Element of the Strategic Plan.

DISCUSSION:
The following parameters should be considered when determining meeting dates:

- Hold at least one meeting every month (i.e. do not cancel two meetings in a row)
- Continue to hold two meetings in June due to the budget adoption process
- Continue to hold two meetings in December due to the customarily high volume of agenda items in December, including the Council reorganization

Staff suggests holding the meetings on the first and third Tuesdays of each month with the following exceptions:

<table>
<thead>
<tr>
<th>Meeting Date</th>
<th>Consideration</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 7, 2020</td>
<td>City Holiday Closure affects packet production.</td>
</tr>
<tr>
<td>July 7, 2020</td>
<td>The first meeting of July has been cancelled each of the past nine years.</td>
</tr>
<tr>
<td><strong>August 4, 2020</strong></td>
<td><strong>Traditional time many city and civic groups go “dark” and a frequent time for family travel; however, this schedule allows for one meeting to be held in August.</strong></td>
</tr>
</tbody>
</table>

ATTACHMENT: Amended 2020 Calendar of City Council Meetings
# 2020 AMENDED¹ CALENDAR OF CITY COUNCIL MEETINGS

<table>
<thead>
<tr>
<th>January 2020</th>
<th>July 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 7, 2020</td>
<td>July 7, 2020</td>
</tr>
<tr>
<td>January 21, 2020</td>
<td>July 21, 2020</td>
</tr>
<tr>
<td>Cancelled</td>
<td>Cancelled</td>
</tr>
<tr>
<td>Regular Meeting</td>
<td>Regular Meeting</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>February 2020</th>
<th>August 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 4, 2020</td>
<td>August 4, 2020</td>
</tr>
<tr>
<td>February 18, 2020</td>
<td>August 18, 2020</td>
</tr>
<tr>
<td>Regular Meeting</td>
<td>Regular Meeting</td>
</tr>
<tr>
<td>Regular Meeting</td>
<td>Regular Meeting</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>March 2020</th>
<th>September 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 3, 2020</td>
<td>September 1, 2020</td>
</tr>
<tr>
<td>March 17, 2020</td>
<td>September 15, 2020</td>
</tr>
<tr>
<td>Regular Meeting</td>
<td>Regular Meeting</td>
</tr>
<tr>
<td>Regular Meeting</td>
<td>Regular Meeting</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>April 2020</th>
<th>October 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 7, 2020</td>
<td>October 6, 2020</td>
</tr>
<tr>
<td>April 21, 2020</td>
<td>October 20, 2020</td>
</tr>
<tr>
<td>Regular Meeting</td>
<td>Regular Meeting</td>
</tr>
<tr>
<td>Regular Meeting</td>
<td>Regular Meeting</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>May 2020</th>
<th>November 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 5, 2020</td>
<td>November 3, 2020</td>
</tr>
<tr>
<td>May 19, 2020</td>
<td>November 17, 2020</td>
</tr>
<tr>
<td>Regular Meeting</td>
<td>Regular Meeting</td>
</tr>
<tr>
<td>Regular Meeting</td>
<td>Regular Meeting</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>June 2020</th>
<th>December 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 2, 2020</td>
<td>December 1, 2020</td>
</tr>
<tr>
<td>June 16, 2020</td>
<td>December 15, 2020</td>
</tr>
<tr>
<td>Regular Meeting</td>
<td>Regular Meeting</td>
</tr>
<tr>
<td>Regular Meeting</td>
<td>Regular Meeting</td>
</tr>
</tbody>
</table>

¹ Amended June 2, 2020 to remove cancellation of the August 4, 2020 meeting
BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For meeting of: June 2, 2020

TO: Honorable Mayor and City Council

VIA: Bob Nisbet, City Manager

FROM: Jessica Blair, Communications Director / City Clerk

TITLE: MODIFICATION TO CITY HALL OPERATING HOURS

RECOMMENDATION:
Adopt a resolution setting the operating hours for City facilities.

FISCAL IMPACT:
There is no fiscal impact associated with this action.

DISCUSSION:
Due to budget constraints in response to the COVID-19 Pandemic, the City conducted a series of layoffs and furloughs of staff. As such, the operating hours of City facilities need to be adjusted. City facilities will be open Monday – Thursday, 8:30 a.m. to 5:00 p.m., and closed to the public every Friday unless and until this resolution is rescinded or amended.

ATTACHMENTS:
Resolution setting the operating hours for City facilities
Resolution No. C-2020-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY SETTING THE OPERATING HOURS FOR CITY FACILITIES

WHEREAS, as a result of the COVID-19 Pandemic and budget restraints, the City conducted a series of layoffs and furloughs of staff; and

WHEREAS, prior to these furloughs, City facilities were open to the public Monday – Friday, from 8:30 a.m. to 5:00 p.m.; and

WHEREAS, the operating hours of City facilities must now be adjusted to accommodate the furloughs.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HALF MOON BAY, DOES HEREBY RESOLVE that City facilities will be open Monday – Thursday, 8:30 a.m. to 5:00 p.m. and closed to the public every Friday unless and until this resolution is rescinded or amended.

I, the undersigned, hereby certify that the forgoing Resolution was duly passed and adopted on the 2nd day of June, 2020 by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:
NOES, Councilmembers:
ABSENT, Councilmembers:
ABSTAIN, Councilmembers:

ATTEST:                        APPROVED:
                               ____________________________
                               Jessica Blair, City Clerk  Adam Eisen, Mayor
BUSINESS OF THE COUNCIL OF THE CITY OF HALF MOON BAY

AGENDA REPORT

For the meeting of: June 2, 2020

TO: Honorable Mayor and City Council

VIA: Bob Nisbet, City Manager

FROM: Jessica Blair, Communications Director/City Clerk
Jonathan Roisman, Deputy City Clerk

TITLE: CONFLICT OF INTEREST CODE UPDATE

RECOMMENDATION:
Adopt a resolution amending the Conflict of Interest Code.

FISCAL IMPACT:
There is no fiscal impact associated with this action.

STRATEGIC ELEMENT:
This recommendation supports the Inclusive Governance Element of the Strategic Plan.

BACKGROUND:
The Political Reform Act requires every local government agency to review its Conflict of Interest code biennially to determine its accuracy or, alternatively, that the code must be amended. Positions that make or participate in making governmental decisions that could affect their private financial interests need to be designated in the City’s Code.

Positions that have been added, eliminated, or modified since the last review in April of 2018:

Positions Added:
Communications Director/City Clerk
Communications Program Manager
Senior Accountant

Positions Eliminated:
City Clerk
Contract Services Manager
Finance Manager
Planning and Development Services Manager
The City Manager, City Attorney, City Council, Planning Commission, and the Finance Director / City Treasurer are designated in Government Code Section 87200, and as such, are not included in the City’s list of designated positions. The Fair Political Practices Commission retains the original forms for these positions.

ATTACHMENT:
Resolution Amending the City of Half Moon Bay Conflict of Interest Code
Resolution No. C-2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HALF MOON BAY AMENDING THE CONFLICT OF INTEREST CODE APPLICABLE TO CERTAIN DESIGNATED OFFICIALS AND EMPLOYEES

WHEREAS, the City Council is the code reviewing board for processing the City’s Conflict of Interest Code (“the Code”) and Government Code Sections 87306 and 87307 provide that the City Council may amend the Code when there are changed circumstances, including the recognition of new positions; and

WHEREAS, the title of certain positions and employees must be designated as such in a Conflict of Interest disclosure list; and

WHEREAS, the Political Reform Act of 1974 (“the Act”) requires every local government agency to review its Conflict of Interest Code biennially to determine if it is accurate or alternatively, if it must be amended;

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby amends the Conflict of Interest Code (Exhibit A) applicable to certain designated officials and employees.

I, the undersigned, hereby certify that the foregoing resolution was duly passed and adopted on the 2nd day of June, 2020 by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:
NOES, Councilmembers:
ABSENT, Councilmembers:
ABSTAIN, Councilmembers:

ATTEST: APPROVED:

__________________________________________  ________________________
Jessica Blair, City Clerk  Adam Eisen, Mayor
<table>
<thead>
<tr>
<th>Designated Position</th>
<th>Reportable Economic Interest Category Numbers¹</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Services Director</td>
<td>1</td>
</tr>
<tr>
<td>Assistant City Attorney</td>
<td>1</td>
</tr>
<tr>
<td>Assistant City Manager</td>
<td>1</td>
</tr>
<tr>
<td>Associate Engineer</td>
<td>1</td>
</tr>
<tr>
<td>Communications Director/City Clerk</td>
<td>1</td>
</tr>
<tr>
<td>City Engineer</td>
<td>1</td>
</tr>
<tr>
<td>Community Development Director</td>
<td>1</td>
</tr>
<tr>
<td>Communications Program Manager</td>
<td>1</td>
</tr>
<tr>
<td>Consultants</td>
<td>1²</td>
</tr>
<tr>
<td>Deputy City Attorney</td>
<td>1</td>
</tr>
<tr>
<td>Deputy City Manager</td>
<td>1</td>
</tr>
<tr>
<td>Management Analyst</td>
<td>1</td>
</tr>
<tr>
<td>Public Works Director</td>
<td>1</td>
</tr>
<tr>
<td>Public Works Superintendent</td>
<td>1</td>
</tr>
<tr>
<td>Parks and Recreation Commission Members</td>
<td>1</td>
</tr>
<tr>
<td>Senior Accountant</td>
<td>1</td>
</tr>
<tr>
<td>Senior Planner</td>
<td>1</td>
</tr>
</tbody>
</table>

¹Disclosure categories are set forth in the Conflict of Interest Code.

²Subject to determination by the City Manager.
Designated Persons must complete a Form 700 Statement of Economic Interests for Designated Officials and Employees. For the categories of disclosure, the following Form 700 schedule should be completed, as applicable:

Category 1: Schedules A-1, A-2, B, C, D, E & F

Category 2: Schedules A-1, A-2, C, D, E & F

Note: The City Manager, City Attorney, City Treasurer, City Council, and Planning Commission are required to file disclosure statements based on Government Code Section 87200. These persons are not Designated Employees.
CITY OF HALF MOON BAY

CONFLICT OF INTEREST CODE

DISCLOSURE CATEGORIES

An investment, interest in real property, or income is reportable if the business entity in which the investment is held, the interest in real property, or the foreseeable income or source of income may be affected materially by a decision made or participated in by the designated employee by virtue of the employee's position.

Designated Employees in Group “1” must report:

a. Interest in real property which is located in whole or part either within the boundaries of the City, or within two miles of the boundaries of the City, including any leasehold, beneficial or ownership interest or option to acquire such interest in real property, if the fair market value of the interest is greater than $1,000.00. (interests in real property of an individual include the share of interest in real property of a business entity or trust in which the designated employee or his or her spouse owns, directly, indirectly, or beneficially, a ten percent interest or greater.)

b. Investments in or income from persons or business entities engaged in the business of acquisition or disposal of real property within the City.

Designated Employees in Group “2” must report:

a. Investments in any business entity, which, within the last two years, has contracted, or in the foreseeable future may contract, with the City of Half Moon Bay to provide services, supplies, materials, machinery or equipment to the City of Half Moon Bay.

b. Income from any source, which, within the last two years, has contracted, or in the foreseeable future may contract with the City of Half Moon Bay to provide services, supplies, materials, machinery or equipment to the City of Half Moon Bay.

c. Status as a director, officer, sole owner, partner, trustee, employee.
CITY OF HALF MOON BAY CITY COUNCIL
AGENDA REPORT

For meeting of: June 2, 2020

TO: Honorable Mayor and City Council
VIA: Bob Nisbet, City Manager
FROM: Matthew Chidester, Deputy City Manager
Corie Stocker, Management Analyst

TITLE: AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CITIES WITHIN SAN MATEO COUNTY FOR FACILITATION AND COORDINATION OF ANIMAL CONTROL SERVICES

RECOMMENDATION:
Adopt a resolution authorizing the City Manager to execute an Amendment to the Agreement between the County of San Mateo and Cities within San Mateo County, for facilitation and coordination of animal control services, amending certain sections of the agreement and extending the term for one year through June 30, 2021.

FISCAL IMPACT:
The estimated animal control cost for this upcoming fiscal year is $134,029, which is included in the FY 2020-21 Recommended Budget.

STRATEGIC ELEMENT:
This recommendation supports the Healthy Communities and Public Safety Element of the Strategic Plan.

BACKGROUND:
Since 1952, San Mateo County has contracted with the Peninsula Human Society (PHS) for animal control and sheltering services. All twenty cities within the County have in turn contracted with the County for these services. Under this contract, all 21 agencies (20 cities and the County) share the cost of services based on a formula that factors each agency’s proportionate use of field and shelter services.

Animal Control services provided by PHS include the following, which would continue through June 30, 2021 under the proposed amendment:

- Rescue of injured animals
- Capture of at-large or stray animals
- Investigation of animal bites and attacks
• Removal of dead animals from public property
• Removal of dead or living wildlife from private property if such wildlife has had direct contact with humans and/or animals that involves a bite or attack
• Enforcement of leash laws and local ordinances
• Euthanasia of severely injured animals
• Investigation of reports of animal cruelty
• Providing of shelter services, including the impounding/receiving of unwanted animals, housing, redemption, treatment, sale, and adoption of animals
• Providing treatment services to injured animals
• Conducting administrative hearings for Dangerous and Vicious Animal designations under the guidelines of the applicable ordinance
• Providing 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
• Working with San Mateo County veterinarians to ensure anti-rabies vaccination reporting is carried out as required by the County.

In 2014, representatives from the County and various cities, including Half Moon Bay, negotiated a new contract for animal control and shelter services with PHS. The new agreement included several elements that did not exist in previous contracts, including performance measures, revised call priorities, a performance audit, provisions for meetings between PHS and elected officials, and a more equitable allocation of licensing revenue. On April 7, 2015, the City signed this improved agreement to cost share between the Cities and the County. This current agreement is set to expire June 30, 2020.

DISCUSSION:
In FY 2019-20, the City paid $107,113 to the County for its share of the contract costs, a $26,916 savings from the estimated cost of $134,029. If approved, the amendment will extend the term of the agreement through June 30, 2021 and require that the City pay its proportionate share of cost, which is 1.97%, and estimated to be $134,029 for FY 2020-21.

The City receives monthly reports from PHS with information regarding Shelter Services and Field Services by Jurisdiction, Shelter Services statistical reports, Activity Details statistical reports, Licensing Revenues and Dangerous Animal Permit holders.

Once all of the Cities have executed the Amendment, the County Board of Supervisors will approve and execute the amendment, which is currently scheduled for their meeting on June 16, 2020.

ATTACHMENTS:
1. Resolution authorizing the City Manager to execute an Amendment to the Agreement between the County of San Mateo and Cities within San Mateo County, for facilitation and coordination of animal control services, amending certain sections of the agreement and extending the term for one year through June 30, 2021
2. Amendment to Agreement between the County of San Mateo and Cities within San Mateo County for facilitation and coordination of animal control services
RESOLUTION NO. C-2020-_____


WHEREAS, the City is responsible to provide animal control services within the city limits of Half Moon Bay; and

WHEREAS, the City, along with all other cities in the County, contracts with the County of San Mateo, and in turn, the County contracts with the Peninsula Humane Society for animal control and related services and such agreements are authorized by Section 51300, et seq. of the California Government Code; and

WHEREAS, the Cities and County most recently entered into an Agreement for Facilitation and Coordination of Animal Control Services effective July 1, 2015; and

WHEREAS, the current agreement expires on June 30, 2020; and

WHEREAS, the Cities and County desire to enter into an amendment to the agreement, amending certain sections and extending the term for one year through June 30, 2021; and

WHEREAS, the City of Half Moon Bay’s proportionate share of the actual costs of the contract is 1.97% annually, which is estimated to be $134,029 for FY 2020-21.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Half Moon Bay hereby authorizes the City Manager to execute an Amendment to the Agreement between the County of San Mateo and cities within San Mateo County, for facilitation and coordination of animal control services, amending certain sections of the agreement and extending the term for one year through June 30, 2021.

I, the undersigned, hereby certify that the foregoing Resolution was duly passed and adopted on the 2nd day of June 2020 by the City Council of Half Moon Bay by the following vote:

AYES, Councilmembers:
NOES, Councilmembers:
ABSENT, Councilmembers:
ABSTAIN, Councilmembers:

ATTEST:  APPROVED:

33
AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
THE CITIES OF ATHERTON, BELMONT, BRISBANE, BURLINGAME, COLMA,  
DALY CITY, EAST PALO ALTO, FOSTER CITY, HALF MOON BAY,  
HILLSBOROUGH, MENLO PARK, MILLBRAE, PACIFICA, PORTOLA VALLEY,  
REDWOOD CITY, SAN BRUNO, SAN CARLOS, SAN MATEO, SOUTH SAN  
FRANCISCO, AND WOODSIDE FOR FACILITATION AND COORDINATION OF  
ANIMAL CONTROL SERVICES  

THIS AMENDMENT TO AGREEMENT is entered into this first day of July, 2020, by and  
between the County of San Mateo, hereinafter called "County," and Atherton, Belmont,  
Brisbane, Burlingame, Colma, Daly City, East Palo Alto, Foster City, Half Moon Bay,  
Hillsborough, Menlo Park, Millbrae, Pacifica, Portola Valley, Redwood City, San Bruno, San  
Carlos, San Mateo, South San Francisco, and Woodside, each hereinafter individually called a  
“City” and collectively called the “Cities,” and, together with the County, the “Parties”;

W I T N E S S E T H:

WHEREAS, the Parties previously entered into an Agreement for Facilitation and  
Coordination of Animal Control Services on or about July 1, 2015 (“Agreement”); and

WHEREAS, such agreements are authorized by Section 51300, et seq. of the California  
Government Code;

WHEREAS, the Parties wish to amend the Agreement to extend the term by one year,  
to June 30, 2021, and to make certain other amendments to the Agreement as set forth herein.

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

1. The original Exhibit B (Proportionate Share of the Cost) in the Agreement is replaced in  
   its entirety with a new Exhibit B (rev. July 1, 2020), attached hereto and incorporated by  
   this reference.

2. A new Attachment 2 (Amendment to Agreement Between the County of San Mateo and  
   Peninsula Humane Society, SPCA) is hereby added to the Agreement, and attached and  
   incorporated by this reference.

3. A new Attachment 3 (Memorandum of Agreement Regarding Funding for Construction  
   of Animal Control Shelter entered into by the Parties and dated September 9, 2014), is  
   hereby added to the Agreement, and attached and incorporated by this reference.
4. **Section 4.1 of the Agreement is replaced in its entirety by a new section 4.1, to read as follows:**

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

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015-16</td>
<td>$5,944,135</td>
</tr>
<tr>
<td>2016-17</td>
<td>$6,122,459</td>
</tr>
<tr>
<td>2017-18</td>
<td>$6,275,521</td>
</tr>
<tr>
<td>2018-19</td>
<td>$6,463,786</td>
</tr>
<tr>
<td>2019-20</td>
<td>$6,625,381</td>
</tr>
<tr>
<td>2020-21</td>
<td>$6,625,381</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Contract</th>
<th>Amount</th>
<th>Current Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>One-year license</td>
<td>$3.80 per license</td>
<td>$4.28 per license</td>
</tr>
<tr>
<td>Multi-year license</td>
<td>$3.80 for the first year and $2 for each additional year</td>
<td>$4.28 for the first year and $2 for each additional year</td>
</tr>
<tr>
<td>Late fees collected</td>
<td>$2.50 collection service fee for each license</td>
<td>$2.50 collection service fee for each license</td>
</tr>
<tr>
<td>Replacement tags</td>
<td>$3.80 per tag</td>
<td>$4.28 per tag</td>
</tr>
<tr>
<td>Bank and supply fees</td>
<td>Actual cost</td>
<td>Actual cost</td>
</tr>
</tbody>
</table>

5. **Section 4.2 of the Agreement is replaced in its entirety with a new Section 4.2 which shall read as follows:**

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

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015-16</td>
<td>$420,000</td>
</tr>
<tr>
<td>2016-17</td>
<td>$433,000</td>
</tr>
<tr>
<td>2017-18</td>
<td>$442,000</td>
</tr>
<tr>
<td>2018-19</td>
<td>$455,000</td>
</tr>
<tr>
<td>2019-20</td>
<td>$466,000</td>
</tr>
</tbody>
</table>

For FY 2020-21, the Cities will be billed for and pay actual costs based on each City’s proportionate share of costs. In November 2020, the actual cost will be determined using the estimates provided to the Cities in March, and based on the contracted methodology set forth in section 3.8 of the Agreement, in which each City’s annual contract costs are based on that City’s 3-year rolling average of usage (shelter and field services) and offset by that City’s share of the licensing revenue for the last calendar year. The licensing revenue is divided on a percentage basis determined by the number of licenses sold in each City.

6. Section 5.3 of the Agreement is hereby amended by the addition of a subsection c. which shall read as follows:

“c. The Parties acknowledge that the new Shelter has been constructed and PHS is occupying it in order to provide animal control services as set forth in Attachments 1 and 2. Further, the Parties have previously entered into a Memorandum of Agreement regarding Funding of Construction of an Animal Care Shelter, dated September 9, 2014 (“Memorandum”), attached and incorporated as Attachment 3. The Parties agree that the total cost of the shelter construction project is being updated as provided by Section 2 of the Memorandum, and the Parties agree that, when available, County will provide to Cities the final total cost of the Shelter construction which will be paid proportionately by each City as provided by the Memorandum. Further, the Parties acknowledge and agree that the proportionate share of each City will be amended as provided by section 3 of the Memorandum. The Parties acknowledge that continued animal control and shelter services to a City as provided herein is contingent on that City approving any amended cost and proportionate share, as previously agreed in the Memorandum.”

7. Section 5.8 of the Agreement is hereby replaced in its entirety with a new Section 5.8, to read as follows:

“Term and Termination. Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2015 through June 30, 2021.”
Except as otherwise provided by this section, this Agreement may not be terminated by any party during the effective period from July 1, 2015 through June 30, 2021. Each City is responsible for its annual percentage share under this Agreement for the entire term of this Agreement.

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

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

8. Section 5.15 of the Agreement is hereby replaced in its entirety with a new Section 5.15 to read as follows:

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

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

In the case of County, to:
Name/Title: Louise F. Rogers, Chief of San Mateo County Health
Address: 225-37th Avenue San Mateo, CA 94403
Telephone: 650.573.2912
Facsimile: 650.573.2788
Email: LRogers@smcgov.org”

9. All other terms and conditions of the Agreement shall remain in full force and effect except as expressly amended herein.

10. This Amendment shall become effective upon execution by all Parties.
In witness of and in agreement with this Agreement’s terms, the parties, by their duly authorized representatives, affix their respective signatures:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board
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 South San Francisco, Clerk

By

Dated: ____________________________

ATTEST:

TOWN OF WOODSIDE

Town of Woodside, Clerk
## EXHIBIT B

### PROPORTIONATE SHARE OF COST

FY 2020-21 Proportionate Share of Cost:

<table>
<thead>
<tr>
<th>Town</th>
<th>Proportionate Share</th>
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<tbody>
<tr>
<td>Atherton</td>
<td>0.96%</td>
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<tr>
<td>Belmont</td>
<td>2.87%</td>
</tr>
<tr>
<td>Brisbane</td>
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<tr>
<td>Burlingame</td>
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<tr>
<td>Colma</td>
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<tr>
<td>Daly City</td>
<td>10.35%</td>
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<tr>
<td>East Palo Alto</td>
<td>8.48%</td>
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<tr>
<td>Foster City</td>
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<td>Half Moon Bay</td>
<td>1.97%</td>
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<tr>
<td>Hillsborough</td>
<td>1.63%</td>
</tr>
<tr>
<td>Menlo Park</td>
<td>4.56%</td>
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<tr>
<td>Millbrae</td>
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<tr>
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<td>San Carlos</td>
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<td>South San Francisco</td>
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<tr>
<td>Woodside</td>
<td>1.11%</td>
</tr>
<tr>
<td>County</td>
<td>5.59%</td>
</tr>
</tbody>
</table>
AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE PENINSULA HUMANE SOCIETY & SPCA, A CALIFORNIA NONPROFIT CORPORATION

THIS AMENDMENT TO THE AGREEMENT is entered into this 01 day of July 2020, by and between the County of San Mateo, hereinafter called "County," and Peninsula Humane Society, hereinafter called "Contractor".

W I T N E S S E T H:

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

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

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

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

1. Section 2.2 Facilities and Equipment of the Agreement is hereby deleted in its entirety.

2. Exhibit A Leased Areas of the Agreement is hereby replaced with a new Exhibit A, Animal Shelter Facility Use and Maintenance Agreement, attached and incorporated by this reference.
3. Section 4.1 of the Agreement is amended to read as follows:

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

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

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

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

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

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

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Services Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. Contractor shall be entitled to receive payment for work/services provided prior to termination of this Services Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by this Services Agreement.
6. Section 23 Notices of the Agreement is amended to read as follows:

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

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

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

7. Original Exhibit E Payments and Rates is replaced with Revised Exhibit E, Payments and Rates, attached and incorporated into this Agreement by this reference.

8. Original Attachment 1 Public Works Inspection, dated March 16, 2009, of the Agreement is deleted.

9. Original Attachment 2 Quarantine Algorithm of the Agreement is hereby replaced with a new Attachment 2 Quarantine Algorithm (revised and approved June 16, 2016), attached and incorporated as Attachment 2 by this reference.

10. All other terms and conditions of the Agreement between the County and Contractor shall remain in full force and effect except as expressly amended herein.

11. This Amendment shall become effective upon execution by the Parties, but only if the amendment also extending the term of the agreement between the County and the twenty cities for animal control services to June 30, 2021 has been fully executed by County and the twenty cities.
In witness of and in agreement with this Agreement’s terms, the Parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: PENINSULA HUMANE SOCIETY

<table>
<thead>
<tr>
<th>Contractor Signature</th>
<th>Date</th>
<th>Name of Signing Person (please print)</th>
</tr>
</thead>
</table>

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board
Exhibit A

(Animal Shelter Facility Use and Maintenance Agreement between County and PHS to be inserted by each City as labeled as Exh. A to the PHS amendment)
Exhibit E

Payments and Rates

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

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

   Fiscal Year and Amount
   2015-16    $5,944,135
   2016-17    $6,122,459
   2017-18    $6,275,521
   2018-19    $6,463,786
   2019-20    $6,625,381
   2020-21    $6,625,381

2. Contractor shall pay County in twelve (12) monthly payments all fees collected for services provided in Exhibit C and outlined in Exhibit D.
QUARANTINE ALGORITHM FOR BITING AND EXPOSED DOMESTIC MAMMALS

Is the pet the biting animal or the exposed animal? → Exposed animal (bitten, scratched or unrecognized exposure) 2 → Go to page 3

Biting animal

Is the biting animal a dog, cat or domestic ferret? 1

NO → Go to page 2

YES

Is the animal’s vaccination current? 3

NO or EXEMPT 3a

Animal Control to evaluate for home quarantine. Are home quarantine specifications met? 4

YES

NO

Home quarantine for 10 days

Shelter quarantine for 10 days

Did animal exhibit signs of rabies?

YES

Euthanize and arrange for rabies testing

NO

Release and update vaccination as needed following quarantine 5
QUARANTINE ALGORITHM FOR EXPOSED DOMESTIC MAMMALS - GENERAL

Exposed animal (bitten, scratched or unrecognized exposure) ²

Was the pet exposed to a skunk, raccoon, fox, feral cat, groundhog, coyote or bat? ² ⁸

NO

Minimal risk. Update rabies vaccination as needed, determined by animal’s veterinarian

YES

Is the biting animal available for testing?

YES

Test. Is the biting animal rabies positive?

Assess vaccination status: Page 4 for cats and dogs, page 5 for ferrets and other animals

NO

Assess vaccination status: Page 4 for cats and dogs, page 5 for ferrets and other animals

Minimal risk. Update rabies vaccination as needed, determined by animal’s veterinarian
QUARantine ALGORITHM FOR EXPOSED DOMESTIC Mammals – Cats and DOGS

Perform detailed assessment of animal's vaccination status

- If exposed animal is not a cat or dog, go to page 5

Animal received primary vaccination, but no booster

- Did animal received primary vaccination between 28-365 days prior to exposure? *
  - YES
    - Revaccinate within 48 hours and home quarantine for 30 days ¹⁰
  - NO
    - Euthanize or immediately update vaccination and perform quarantine for 180 days (6 months)

Animal was never vaccinated or is considered Exempt*²

- Did animal receive annual type vaccination within 1 year or 36-month type vaccination within 3 years *
  - NO
  - YES
    - Revaccinate within 48 hours and home quarantine for 30 days ¹⁰

Animal received primary vaccination and one or more boosters

*If animal displays signs of rabies – euthanize and test for rabies.
The animal’s veterinarian or a shelter veterinarian should perform any vaccination.
QUARANTINE ALGORITHM FOR EXPOSED DOMESTIC MAMMALS — FERRETS, LIVESTOCK, AND OTHER ANIMALS

Is animal ferret, livestock or other?

FERRET

Did ferret receive vaccine within 1 year?

YES

*Revaccinate within 48 hours and home quarantine for 30 days

NO

*LIVESTOCK

(Cow, sheep, horse)

Did animal receive annual type vaccine within 1 year or 30 month type vaccine within 3 years?

YES

*Euthanize or update vaccination and perform quarantine for 180 days (6 months)

NO

*See notes for slaughter restrictions

OTHER

(wild, nondomestic, other species, wolf-dog hybrids, civet-cat hybrids)

Euthanize

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

1. Ferrets are illegal in the State of California. Biting ferrets must be confiscated by the animal control agency and isolation conducted under the direction of the local health officer in an animal control shelter or veterinary hospital. Any ferret isolated for a human bite must be reported to the California Department of Fish and Wildlife for disposition following the isolation.

2. Rabies is transmitted through bite wounds, open cuts in skin, and onto mucous membranes. Contamination of open wounds, mucous membranes, or scratches with saliva or nerve tissue from an infected animal constitutes a non-bite exposure.


3a. Exempt animals are animals that have been granted an exemption from rabies vaccination by the County of San Mateo Health System or the 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

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<tr>
<th>Quarantine action</th>
<th>Other action</th>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
</table>

Page 6 of 6
Revised/Approved 6/14/16
COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System

Date: July 8, 2014
Board Meeting Date: September 9, 2014
Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors
From: Jean S. Fraser, Chief, Health System
James C. Porter, Director, Public Works

Subject: Approve the Memorandum of Agreement with All Cities in San Mateo County to Build an Animal Care Shelter

RECOMMENDATION:
Adopt a resolution to approve the Memorandum of Agreement with all cities in San Mateo County to construct a new Animal Care Shelter at Airport Boulevard in the city of San Mateo and to provide a 30-year lease agreement for the use of the shelter by all cities, and the County.

BACKGROUND:
Since 1951, San Mateo County (County) has managed animal control field and sheltering services for all cities in the County, through a contract with the Peninsula Humane Society / Society for the Prevention of Cruelty to Animals (PHS/SPCA). PHS/SPCA provides animal sheltering services in a PHS/SPCA-owned building, located on County property at Airport Boulevard.

The PHS/SPCA building has been evaluated twice in recent years by the County Public Works Department. PHS/SPCA has informed the County that its building is inadequate to meet the current standards for animal care. The Public Works Department has further determined that it is not viable to significantly repair or upgrade the current building. PHS/SPCA has determined that it will not construct a new building for services provided exclusively to the County and cities.

On February 15, 2013, your Board requested a list of capital projects required to improve the condition of the County’s existing buildings. The list was presented as the Five Year Facilities Capital Plan to your Board on August 6, 2013, and included was a new animal shelter building with a total estimated cost of $20 million.
**DISCUSSION:**
The Public Works Department conducted an extensive review of mandated animal sheltering services, local utilization and similar Bay Area projects. Ultimately, the Public Works Department determined that the cost of constructing a new shelter would be between $15.1 million and $20.2 million. The Public Works Department also considered alternatives to constructing a new shelter such as retrofitting County-owned buildings or using pre-fabricated building technologies. All of the alternatives were determined to be more expensive than building a new shelter from a life-cycle cost perspective.

A new shelter, similar to the current shelter, would house animals from all cities and unincorporated areas in the County. All participating entities would save money by sharing in this service agreement. The County would serve as the lead agency in managing the construction of the new building, and would be the sole owner of the completed building. All participating entities, including the County, would share the cost by repaying the County through a 30-year, interest-free lease agreement. As of May 6, 2014, all participating entities have approved the cost participation Memorandum of Agreement (Attachment A).

The terms of the Memorandum of Agreement dictate that the lease amount paid by each participating entity will be calculated each year using a combination of a 3-year average for shelter usage (weighted at 80%) and population (weighted at 20%) (Attachment B). The basis for this allocation is to attribute a larger cost share to level of shelter services used by each participating entity, and a smaller portion to potential use captured by population.

Construction is expected to begin in the fall of 2014 and be completed within 18 months. The current building would remain open during construction. The County also will be the lead agency in evaluating potential environmental impacts; each city will have an opportunity to comment at the time the County determines what environmental review process is appropriate.

The lease payments would commence once the new building receives its certificate of occupancy, projected to be in late 2015.

Approval of this Memorandum of Agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by providing a facility to quarantine and shelter animals. It is anticipated that the completed facility will shelter 17,500 animals during FY 2015-16.

**PERFORMANCE MEASURE(S):**

<table>
<thead>
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<th>Measure</th>
<th>FY 2013-14 Actual</th>
<th>FY 2015-16 Projected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of animals sheltered.</td>
<td>17,409</td>
<td>17,500</td>
</tr>
</tbody>
</table>
FISCAL IMPACT:
The County is willing to advance the funding – estimated to be between $15.1 million and $20.2 million - for the new building’s construction, as all participating entities have approved the Memorandum of Agreement. Additionally, the County will participate in the lease as a partner with the cities; the County’s estimated share of lease payments, based on Memorandum of Agreement payment methodology, is expected to be $19,611 to $26,235 annually.
RESOLUTION NO. 073369

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

* * * * *

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

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

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

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

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

WHEREAS, animal sheltering services are currently provided in a building owned by PHS and located on County property at Airport Boulevard in the City of San Mateo, which PHS leases for a nominal fee; and
WHEREAS, the current shelter is over 60 years old and has been determined by the Department of Public Works to be inadequate to meet current animal sheltering standards, and that it is not viable to significantly repair or upgrade the shelter; and

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

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

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

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

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

* * * * *
RESOLUTION NUMBER: 073369

Regularly passed and adopted this 9th day of September 2014

AYES and in favor of said resolution:

Supervisors:

DAVE PINE

CAROLE GROOM

DON HORSLEY

WARREN SLOCUM

ADRIENNE J. TISSIER

NOES and against said resolution:

Supervisors:

NONE

Absent Supervisors:

NONE

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

Certificate of Delivery

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

__________________________
Rebecca Romero, Deputy
Clerk of the Board of Supervisors
ATTACHMENT A

MEMORANDUM OF AGREEMENT

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

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

RECATALS

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

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

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

The Parties agree that, owing to the obsolescence of the existing Animal Care Shelter facility, it is now necessary to construct a new facility and the Parties enter into this Agreement to set forth
the allocation of, and process for payment of, the construction cost for the new Animal Care Shelter facility among the Parties.

NOW, THEREFORE, the Parties agree as follows:

1. Construction Cost Allocation Methodology: The Parties agree that construction costs for the new Animal Care Shelter facility shall be allocated among the Parties based on the formula set forth in Exhibit A to this Agreement, which is incorporated herein by reference. This formula reflects each Party’s actual use of the existing Animal Care Shelter facility in 2009, 2010, and 2011 as a percentage of all Parties’ total use of the facility, as well as each Party’s total population as of 2010, as a percentage of the County’s total population as of that date. The formula is weighted 80% to a City’s average facility use over the three years preceding the year in question and 20% to population. The Parties agree that each year, the County shall recalculate three year average facility usage for each City and that Exhibit A (and each Party’s prospective Lease Payment obligations, as described in Section 3 of this Agreement) shall be amended to reflect such recalculations. The Parties further agree that the County shall, upon request of a City, promptly provide the requesting City with copies of the data and documents used to calculate each City’s facilities usage.

2. County Advancing Construction Costs: The Parties agree that the County shall advance, on an interest free basis, all funds required to pay the construction costs for the new Animal Care Shelter facility. For purposes of this Agreement, “construction costs” include all expenses for architectural and inspector services, project management service, environmental review, planning and building fees and costs, and actual contractor construction services. The Parties understand and agree that construction costs for the Animal Care Shelter facility are anticipated at this time to be twenty million two hundred thousand dollars ($20,200,000). The Parties will be provided with further information regarding the construction costs for the Animal Care Shelter facility within a reasonable period of time after such information becomes available or prior to the Certificate of Occupancy being issued. The Parties agree that if the County receives information indicating that the construction costs for the Animal Care Shelter facility will exceed $20,200,000 by 10% or more, the County shall provide notice to each City of the revised estimated construction costs within a reasonable period of time before such additional construction costs are incurred. The Parties further agree that the County shall, upon request of a City, promptly confer with such City or Cities regarding the additional construction costs and any means by which such additional construction costs may be minimized.

3. Parties’ Payment of Proportional Share of Construction Costs: Each Party agrees that, during the term of this Agreement for as long as the new Animal Care Shelter facility is occupied and used for animal care shelter purposes, the Party shall pay the County an annual Lease Payment beginning on the first July 1st after a certificate of occupancy is issued for the new Animal Care Shelter facility, and on each subsequent July 1st for the next twenty nine years thereafter. Each Party’s Lease Payment shall be equal to the Party’s proportional share of the construction cost of the new Animal Care Shelter facility amortized on a straight line basis over thirty years, as set
forth in Exhibit A to this Agreement, as Exhibit A may be amended from time to time as provided in Section 1 of this Agreement. Each Party’s obligation to make a Lease Payment shall remain in place only for so long as the Party is a signatory to the Agreement for Animal Control Services, or any successor agreement addressing materially the same subject matter. In the event that a Party terminates its participation in this Agreement pursuant to Section 4 of this Agreement, the County shall, upon receiving notice of that Party’s termination, recalculate the remaining Parties’ Lease Payment obligations pursuant to the Construction Cost Allocation Methodology set forth in Section 1 of this Agreement. The County shall promptly provide all remaining Parties with notice of their recalculated Lease Payment obligations. Each remaining Party shall thereafter have the option to either (a) pay the recalculated increased annual Lease Payments during the remaining term of the Agreement; or (b) request that the County allow the remaining Party a period of up to 5 years after the end of the thirty year period set forth in this Section 3 of the Agreement to pay the County the remaining Party’s additional allocated share of construction costs for the Animal Care Facility attributable to the departure of the terminating Party.

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

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

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

County shall hold harmless, indemnify, and defend each City, its officers, employees, and agents from and against any and all claims, suits, or actions of every kind brought for or on account of injuries to or death of any person or damage to any property of any kind whatsoever and to whomsoever belonging which arise out of the performance or nonperformance of County’s covenants and obligations under this Agreement and which result from the actively negligent or wrongful acts of County or its officers, employees, or agents.
This provision requiring County to hold harmless, indemnify, and defend each City shall expressly not apply to claims, losses, liabilities, or damages arising from actions or omissions, negligent or otherwise, of PHS or any other independent contractor providing animal control-related services pursuant to a contract with the County. Claims related to the planning and/or construction of the new Animal Care Shelter facility are not claims, losses, liabilities, or damages related to “animal control-related services” within the meaning of this Agreement.

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

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

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

To City:

To County:

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

Dated: September 9, 2014

Clerk of the Board

Resolution #073369
Dated: ___________

Clerk of the Board

Dated: 2-24-12

Town Clerk

Dated: ___________

City Clerk

Dated: ___________

City Clerk

Dated: ___________

City Clerk

COUNTY OF SAN MATEO

TOWN OF ATHERTON

CITY OF BELMONT

CITY OF BRISBANE

CITY OF BURLINGAME

TOWN OF COLMA
Dated: ______________

____________________
Town Clerk

Dated: 10/23/14

____________________
City Clerk

Dated: ______________

____________________
City Clerk

Dated: ______________

____________________
City Clerk

Dated: ______________

____________________
Town Clerk

Dated: ______________

____________________
City Clerk

TOWN OF ATHERTON

____________________
By:

____________________
CITY OF BELMONT

____________________
By:

____________________
CITY OF BRISBANE

____________________
By:

____________________
CITY OF BURLINGAME

____________________
By:

____________________
TOWN OF COLMA

____________________
By:

____________________
CITY OF DALY CITY

____________________
By:
Clerk of the Board

Dated: __________

Town Clerk

Dated: __________

City Clerk

Dated: 3/3/14

City Clerk

TOWN OF ATHERTON

By:

CITY OF BELMONT

By:

CITY OF BRISBANE

By: W. Clarke Conway, Mayor

CITY OF BURLINGAME

By:

TOWN OF COLMA

By:
Clerk of the Board

Dated: ________________

_____________________
Town Clerk

Dated: ________________

_____________________
City Clerk

Dated: ________________

_____________________
City Clerk

Dated: 3-17-14

_____________________
City Clerk

Dated: ________________

_____________________
Town Clerk

TOWN OF ATHERTON

_____________________
By:

CITY OF BELMONT

_____________________
By:

CITY OF BRISBANE

_____________________
By:

CITY OF BURLINGAME

_____________________
By:

TOWN OF COLMA

_____________________
By:
Clerk of the Board

Dated: ____________

_____________________

Town Clerk

Dated: ____________

_____________________

City Clerk

Dated: ____________

_____________________

City Clerk

Dated: ____________

_____________________

City Clerk

Dated: 3/13/14

_____________________

Town Clerk

_____________________

TOWN OF ATHERTON

By:

_____________________

CITY OF BELMONT

By:

_____________________

CITY OF BRISBANE

By:

_____________________

CITY OF BURLINGAME

By:

_____________________

TOWN OF COLMA

By:
Town Clerk

Dated: May 16, 2014

City Clerk

Dated: __________________

City Clerk

Dated: __________________

City Clerk

Dated: __________________

City Clerk

Dated: __________________

Town Clerk

Dated: __________________

By:

CITY OF DALY CITY

By:

CITY OF EAST PALO ALTO

By:

CITY OF FOSTER CITY

By:

CITY OF HALF MOON BAY

By:

TOWN OF HILLSBOROUGH

By:

CITY OF MENLO PARK
Dated:  

City Clerk

CITY OF DALY CITY

By:

CITY OF EAST PALO ALTO

By:

CITY OF FOSTER CITY

By:

CITY OF HALF MOON BAY

By:

TOWN OF HILLSBOROUGH

By:

CITY OF MENLO PARK

By:
Dated: 

City Clerk

Dated: 

City Clerk

Dated: 3/10/14

Doris L. Palmer
City Clerk

CITY OF D A L Y C I T Y

By:

CITY OF EAST PALO ALTO

By:

CITY OF FOSTER CITY

By:

CITY OF HALF MOON BAY

By:

TOWN OF HILLSBOROUGH

By:

CITY OF MENLO PARK

By:
City Clerk

Dated: __________

City Clerk

Dated: __________

City Clerk

Dated: 07.22.2014

City Clerk

Dated: __________

City Clerk

Dated: __________

City Clerk

Dated: __________

By:

City of East Palo Alto

By:

City of Foster City

By:

City of Half Moon Bay

By:

Town of Hillsborough

By:

City of Menlo Park

By:

City of Millbrae
Dated: ______________

City Clerk

Dated: ______________

City Clerk

Dated: ______________

City Clerk

Dated: 3/1/14

Town Clerk

CITY OF DALY CITY

By:

CITY OF EAST PALO ALTO

By:

CITY OF FOSTER CITY

By:

CITY OF HALF MOON BAY

By:

TOWN OF HILLSBOROUGH

By:

CITY OF MENLO PARK

By:
Dated: __________________

__________________________

City Clerk

CITY OF DALY CITY

__________________________

By:

CITY OF EAST PALO ALTO

__________________________

By:

CITY OF FOSTER CITY

__________________________

By:

CITY OF HALF MOON BAY

__________________________

By:

TOWN OF HILLSBOROUGH

__________________________

By:

CITY OF MENLO PARK

__________________________

By: Alex D. McIntyre
City Manager
Dated: 


City Clerk

Dated: 5-12-14

Kathy O'Conner

City Clerk

Dated: 


City Clerk

Dated: 


City Clerk

Dated: 


City Clerk

Dated: 


City Clerk

CITY OF MILLBRAE

By:

CITY OF PACIFICA

By:

TOWN OF PORTOLA VALLEY

By:

CITY OF REDWOOD CITY

By:

CITY OF SAN BRUNO

By:

CITY OF SAN CARLOS

By:
Dated: 

City Clerk

Dated: 

City Clerk

Dated: May 19, 2014

Town Clerk

Dated: 

City Clerk

Dated: 

City Clerk

Dated: 

City Clerk

Dated:

City Clerk

CITY OF MILLBRAE

By:

CITY OF PACIFICA

By:

TOWN OF PORTOLA VALLEY

By:

CITY OF REDWOOD CITY

By:

CITY OF SAN BRUNO

By:

CITY OF SAN CARLOS

By:
Dated: _______________

____________________________________

Town Clerk

Dated: _______________

____________________________________

City Clerk

Dated: _______________

____________________________________

City Clerk

Dated: _______________

____________________________________

Town Clerk

Dated: _______________

____________________________________

City Clerk

Dated: _______________

____________________________________

City Clerk

TOWN OF HILLSBOROUGH

____________________________________

By:

CITY OF MENLO PARK

____________________________________

By:

CITY OF MILLBRAE

____________________________________

By:

CITY OF PACIFICA

____________________________________

By:

TOWN OF PORTOLA VALLEY

____________________________________

By:

CITY OF REDWOOD CITY

____________________________________

By:

ATTY/AGR/2014.038/ANIMAL CONTROL MOA
REV: 03-17-14 PT
Dated:  

City Clerk  

Dated:  

City Clerk  

Dated:  

City Clerk  

Dated:  May 15, 2014

City Clerk  

Dated:  

City Clerk  

CITY OF MILLBRAE  

By:  

CITY OF PACIFICA  

By:  

TOWN OF PORTOLA VALLEY  

By:  

CITY OF REDWOOD CITY  

By:  

CITY OF SAN BRUNO  

By: Constance C. Jackson  
City Manager  

CITY OF SAN CARLOS  

By:  

APPROVED AS TO FORM:  

CITY ATTORNEY
Dated: 

__________________________

City Clerk

Dated: 

__________________________

City Clerk

Dated: 

__________________________

Town Clerk

Dated: 

__________________________

City Clerk

Dated: \textit{5-5-14}

\underline{\textit{Crista N. C.}}

City Clerk

CITY OF MILLBRAE

__________________________

By:

CITY OF PACIFICA

__________________________

By:

TOWN OF PORTOLA VALLEY

__________________________

By:

CITY OF REDWOOD CITY

__________________________

By:

CITY OF SAN BRUNO

__________________________

By:

CITY OF SAN CARLOS

__________________________

By:
Dated: 10/28/14

City Clerk

Dated: 10/25/14

City Clerk

CITY OF SOUTH SAN FRANCISCO

By: Mike Fitts
City Manager

TOWN OF WOODSIDE

By:
Dated: ____________________________

______________________________
City Clerk

Dated: ____________________________

______________________________
City Clerk

Dated: March 24, 2014

______________________________
City Clerk

CITY OF SAN MATEO

______________________________
By:

CITY OF SOUTH SAN FRANCISCO

______________________________
By:

TOWN OF WOODSIDE

______________________________
By: Mayor
ATTACHMENT B

Methodology = Based on an 3-yr avg of shelter use (80%) and % of population (20%)

ANIMAL CONTROL COSTS PROPOSED COST DISTRIBUTION - ESTIMATED LEASE AMOUNTS TO RECOUP CONSTRUCTION COSTS

<table>
<thead>
<tr>
<th>CITY</th>
<th>Shelter Use</th>
<th>Shelter Use</th>
<th>Shelter Use</th>
<th>$15,100,000</th>
<th>$20,200,000</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3 YR AVG OF SHELTER USE</td>
<td>POPULATION</td>
<td>% of Total Pop</td>
<td>EST ANNUAL LEASE AMT</td>
<td>EST ANNUAL LEASE AMT</td>
</tr>
<tr>
<td>Atherton</td>
<td>1.12%</td>
<td>1.00%</td>
<td>0.36%</td>
<td>0.83%</td>
<td>6,914</td>
</tr>
<tr>
<td>Belmont</td>
<td>3.26%</td>
<td>3.54%</td>
<td>2.65%</td>
<td>3.15%</td>
<td>25,835</td>
</tr>
<tr>
<td>Brisbane</td>
<td>0.99%</td>
<td>0.99%</td>
<td>0.71%</td>
<td>0.90%</td>
<td>4,282</td>
</tr>
<tr>
<td>Burlingame</td>
<td>3.51%</td>
<td>3.48%</td>
<td>3.20%</td>
<td>3.40%</td>
<td>28,806</td>
</tr>
<tr>
<td>Colma</td>
<td>0.61%</td>
<td>0.98%</td>
<td>0.60%</td>
<td>0.73%</td>
<td>1,792</td>
</tr>
<tr>
<td>Daly City</td>
<td>8.52%</td>
<td>9.57%</td>
<td>10.16%</td>
<td>9.42%</td>
<td>101,123</td>
</tr>
<tr>
<td>East Palo Alto</td>
<td>6.61%</td>
<td>6.75%</td>
<td>8.44%</td>
<td>7.27%</td>
<td>28,155</td>
</tr>
<tr>
<td>Foster City</td>
<td>2.82%</td>
<td>2.39%</td>
<td>1.93%</td>
<td>2.38%</td>
<td>30,567</td>
</tr>
<tr>
<td>Half Moon Bay</td>
<td>5.21%</td>
<td>5.04%</td>
<td>2.47%</td>
<td>4.24%</td>
<td>11,324</td>
</tr>
<tr>
<td>Hillsborough</td>
<td>1.59%</td>
<td>1.29%</td>
<td>1.14%</td>
<td>1.34%</td>
<td>10,825</td>
</tr>
<tr>
<td>Menlo Park</td>
<td>4.90%</td>
<td>4.95%</td>
<td>4.50%</td>
<td>4.78%</td>
<td>32,026</td>
</tr>
<tr>
<td>Millbrae</td>
<td>1.90%</td>
<td>1.99%</td>
<td>1.98%</td>
<td>1.96%</td>
<td>21,532</td>
</tr>
<tr>
<td>Pacifica</td>
<td>5.72%</td>
<td>6.38%</td>
<td>4.78%</td>
<td>5.63%</td>
<td>37,234</td>
</tr>
<tr>
<td>Portola Valley</td>
<td>0.90%</td>
<td>0.76%</td>
<td>0.16%</td>
<td>0.61%</td>
<td>4,353</td>
</tr>
<tr>
<td>Redwood City</td>
<td>12.91%</td>
<td>13.24%</td>
<td>13.25%</td>
<td>13.13%</td>
<td>76,815</td>
</tr>
<tr>
<td>San Bruno</td>
<td>5.23%</td>
<td>5.19%</td>
<td>6.86%</td>
<td>5.76%</td>
<td>41,114</td>
</tr>
<tr>
<td>San Carlos</td>
<td>3.35%</td>
<td>3.45%</td>
<td>3.00%</td>
<td>3.27%</td>
<td>28,406</td>
</tr>
<tr>
<td>San Mateo</td>
<td>15.82%</td>
<td>14.67%</td>
<td>17.84%</td>
<td>16.11%</td>
<td>97,207</td>
</tr>
<tr>
<td>S. San Francisco</td>
<td>9.08%</td>
<td>9.34%</td>
<td>11.99%</td>
<td>10.14%</td>
<td>63,632</td>
</tr>
<tr>
<td>Woodside</td>
<td>4.41%</td>
<td>1.27%</td>
<td>1.07%</td>
<td>2.25%</td>
<td>5,287</td>
</tr>
<tr>
<td>County</td>
<td>1.57%</td>
<td>3.73%</td>
<td>2.92%</td>
<td>2.74%</td>
<td>61,222</td>
</tr>
<tr>
<td>Total</td>
<td>100.00%</td>
<td>100.00%</td>
<td>100.00%</td>
<td>100.00%</td>
<td>718,451</td>
</tr>
</tbody>
</table>
July 10, 2018

City Manager Carlos Martinez
City of East Palo Alto
2415 University Avenue
East Palo Alto, CA 94303

Re: Notice of Revised Estimated Construction Costs for the Animal Care Shelter Facility

Dear City Manager Carlos Martinez,

On or about September 9, 2014, the cities and towns within San Mateo County entered into an agreement to share the construction costs of a new animal care shelter facility. The agreement provides that the County of San Mateo will advance the funds for construction to be repaid by the municipalities according to their share, through a 30-year, interest-free lease agreement. The agreement further provides that project costs were initially estimated to be $20,200,000 and that if the County received information indicating that the construction costs for the animal care shelter facility will exceed the initial estimate by 10 percent or more, the County would provide notice to each City of the revised estimated construction costs.

The original bridging documents used as the basis of design in 2014 estimated the animal shelter would be 30,000 SF of interior space. To meet the needs of the animals, the new animal shelter increased the interior space and exterior kennel space to approximately 42,000 SF. In addition to the added square footage, additional enhancements were added. An upgraded heating ventilation air conditioning (HVAC) unit ($600K) and a photovoltaic system ($1.2M) were added to meet a required air exchange for the animals and to meet the County’s Green Policy, both of which the County will not seek reimbursement from the cities.

The County has received a revised estimated project cost for the animal care shelter facility in the amount of $26,600,000. The new anticipated annual lease costs of $826,843 are the result of cost escalation in the construction market and design and mechanical enhancements necessary to ensure proper and humane animal care. The last column on Attachment B addresses the new estimated annual lease amount for each city/town.
Not uncommon, the project also encountered some unforeseen conditions such as the need to replace a natural gas line, a failed storm drain and the need to monitor for asbestos during earthwork. The project construction started in May 2018 and is expected to be completed by November 2019. The animal care shelter facility is currently estimated to be $26,600,000. The County will not seek reimbursement for $1,800,000 of that cost, bringing the municipalities shared responsibility to $24,800,000.

Should you have any questions regarding the revised estimated construction costs or the project, please contact Director Deborah Bazan of the Project Development Unit at 650-823-7083.

Sincerely,

[Signature]

Mike Callagy
Assistant County Manager

Enclosures: Resolution No. 073369
Attachment B - Animal Control Costs
### Methodology
Based on an 3-yr avg of shelter use (80%) and % of population (20%)

### ANIMAL CONTROL COSTS
**PROPOSED COST DISTRIBUTION-ESTIMATED LEASE AMOUNTS TO RECOUP CONSTRUCTION COSTS**

<table>
<thead>
<tr>
<th>CITY</th>
<th>Shelter Use Yr 1 2009 Actual</th>
<th>Shelter Use Yr 2 2010 Actual</th>
<th>Shelter Use Yr 3 2011 Actual</th>
<th>3 YR AVG of Shelter Use</th>
<th>POPULATION</th>
<th>% of Total</th>
<th>EST ANNUAL LEASE AMT $15,100,000</th>
<th>EST ANNUAL LEASE AMT $20,200,000</th>
<th>EST ANNUAL LEASE AMT $24,800,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Atherton</td>
<td>1.12%</td>
<td>1.00%</td>
<td>0.36%</td>
<td>0.43%</td>
<td>6,914</td>
<td>1.0%</td>
<td>$4,297</td>
<td>$5,749</td>
<td>$7,059</td>
</tr>
<tr>
<td>Belmont</td>
<td>3.26%</td>
<td>3.54%</td>
<td>2.65%</td>
<td>3.15%</td>
<td>25,835</td>
<td>3.6%</td>
<td>$16,304</td>
<td>$21,811</td>
<td>$26,780</td>
</tr>
<tr>
<td>Brisbane</td>
<td>0.99%</td>
<td>0.99%</td>
<td>0.71%</td>
<td>0.90%</td>
<td>4,282</td>
<td>0.6%</td>
<td>$4,211</td>
<td>$5,633</td>
<td>$6,916</td>
</tr>
<tr>
<td>Burlingame</td>
<td>3.51%</td>
<td>3.48%</td>
<td>3.20%</td>
<td>3.40%</td>
<td>28,806</td>
<td>4.0%</td>
<td>$17,713</td>
<td>$23,696</td>
<td>$29,095</td>
</tr>
<tr>
<td>Colma</td>
<td>0.61%</td>
<td>0.98%</td>
<td>0.60%</td>
<td>0.73%</td>
<td>1,792</td>
<td>2.0%</td>
<td>$3,191</td>
<td>$4,268</td>
<td>$5,241</td>
</tr>
<tr>
<td>Dalv City</td>
<td>8.52%</td>
<td>9.57%</td>
<td>10.16%</td>
<td>9.42%</td>
<td>101,123</td>
<td>14.1%</td>
<td>$52,087</td>
<td>$69,679</td>
<td>$85,556</td>
</tr>
<tr>
<td>East Palo Alto</td>
<td>6.61%</td>
<td>6.75%</td>
<td>8.44%</td>
<td>7.27%</td>
<td>28,355</td>
<td>3.9%</td>
<td>$33,205</td>
<td>$44,420</td>
<td>$54,542</td>
</tr>
<tr>
<td>Foster City</td>
<td>2.82%</td>
<td>2.39%</td>
<td>1.93%</td>
<td>2.38%</td>
<td>30,567</td>
<td>4.3%</td>
<td>$13,866</td>
<td>$18,550</td>
<td>$22,776</td>
</tr>
<tr>
<td>Half Moon Bay</td>
<td>5.21%</td>
<td>5.04%</td>
<td>2.47%</td>
<td>4.24%</td>
<td>11,324</td>
<td>1.6%</td>
<td>$18,660</td>
<td>$24,962</td>
<td>$30,650</td>
</tr>
<tr>
<td>Hillsborough</td>
<td>1.59%</td>
<td>1.29%</td>
<td>1.14%</td>
<td>1.34%</td>
<td>10,825</td>
<td>1.5%</td>
<td>$6,912</td>
<td>$9,247</td>
<td>$11,354</td>
</tr>
<tr>
<td>Menlo Park</td>
<td>4.90%</td>
<td>4.85%</td>
<td>4.50%</td>
<td>4.78%</td>
<td>32,026</td>
<td>4.5%</td>
<td>$23,748</td>
<td>$31,769</td>
<td>$39,008</td>
</tr>
<tr>
<td>Millbrae</td>
<td>1.90%</td>
<td>1.99%</td>
<td>1.98%</td>
<td>1.90%</td>
<td>21,532</td>
<td>3.0%</td>
<td>$10,896</td>
<td>$14,576</td>
<td>$17,897</td>
</tr>
<tr>
<td>Pacifica</td>
<td>5.77%</td>
<td>6.38%</td>
<td>4.78%</td>
<td>5.63%</td>
<td>37,234</td>
<td>5.2%</td>
<td>$27,874</td>
<td>$37,288</td>
<td>$45,784</td>
</tr>
<tr>
<td>Portola Valley</td>
<td>0.90%</td>
<td>0.76%</td>
<td>0.16%</td>
<td>0.61%</td>
<td>4,353</td>
<td>0.6%</td>
<td>$3,053</td>
<td>$4,084</td>
<td>$5,014</td>
</tr>
<tr>
<td>Redwood City</td>
<td>12.21%</td>
<td>13.24%</td>
<td>13.25%</td>
<td>13.13%</td>
<td>76,815</td>
<td>10.7%</td>
<td>$63,647</td>
<td>$85,143</td>
<td>$104,543</td>
</tr>
<tr>
<td>San Bruno</td>
<td>5.43%</td>
<td>5.19%</td>
<td>6.86%</td>
<td>5.76%</td>
<td>41,114</td>
<td>5.7%</td>
<td>$28,954</td>
<td>$38,734</td>
<td>$47,559</td>
</tr>
<tr>
<td>San Carlos</td>
<td>3.35%</td>
<td>3.45%</td>
<td>3.00%</td>
<td>3.27%</td>
<td>28,406</td>
<td>4.0%</td>
<td>$17,134</td>
<td>$22,921</td>
<td>$28,143</td>
</tr>
<tr>
<td>San Mateo</td>
<td>15.82%</td>
<td>14.67%</td>
<td>17.84%</td>
<td>16.11%</td>
<td>97,207</td>
<td>13.5%</td>
<td>$78,490</td>
<td>$105,000</td>
<td>$128,924</td>
</tr>
<tr>
<td>S. San Francisco</td>
<td>9.08%</td>
<td>9.34%</td>
<td>11.95%</td>
<td>10.14%</td>
<td>63,652</td>
<td>8.9%</td>
<td>$49,733</td>
<td>$66,530</td>
<td>$81,689</td>
</tr>
<tr>
<td>Woodside</td>
<td>4.41%</td>
<td>1.27%</td>
<td>1.07%</td>
<td>2.25%</td>
<td>5,287</td>
<td>0.7%</td>
<td>$9,801</td>
<td>$13,111</td>
<td>$16,098</td>
</tr>
<tr>
<td>County</td>
<td>1.57%</td>
<td>3.73%</td>
<td>2.92%</td>
<td>2.74%</td>
<td>61,222</td>
<td>8.5%</td>
<td>$19,611</td>
<td>$26,235</td>
<td>$32,213</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100.00%</strong></td>
<td><strong>100.00%</strong></td>
<td><strong>100.00%</strong></td>
<td><strong>100.00%</strong></td>
<td><strong>718,451</strong></td>
<td><strong>100.00%</strong></td>
<td><strong>$503,387</strong></td>
<td><strong>$673,405</strong></td>
<td><strong>$826,843</strong></td>
</tr>
</tbody>
</table>

* HVAC and Solar costs of $1.8 million removed from cities portion of costs and paid for by County of San Mateo. Overall total project cost with HVAC and Solar is $26.6 million.

Resolution #073389