



AGENDA REPORT

Police Department

DATE:	July 19, 2022
TO:	Mayor Butt and Members of the City Council
FROM:	Louie Tirona, Acting Chief of Police
Subject:	Approval of Agreement with Contra Costa County for Animal Services
FINANCIAL IMPACT:	The payment amount of the animal services contract is not to exceed \$877,736 during FY 2022-2023, and \$1,003,284 during FY 2023-2024 (account string 01191021-400221).
PREVIOUS COUNCIL ACTION:	December 1, 2020 - passed Resolution 138-20 approving the recurring county and state contracts, which included animal services.
STATEMENT OF THE ISSUE:	State law mandates that all municipalities provide animal control services. The City of Richmond, along with 18 other cities, has partnered with Contra Costa County to provide such services. The prior agreement expired June 30, 2022, and the City of Richmond will need to approve the next agreement that will cover fiscal years 2022-2023 and 2023-2024.
RECOMMENDED ACTION:	APPROVE a two-year contract with Contra Costa County for animal services, with automatic renewal for successive three-year periods until either party terminates the contract, with an amount not to exceed \$877,736.00 during FY 2022-2023, and \$1,003,284.00 during FY 2023-2024, with a term beginning July 1, 2022, and ending June 30, 2024 - Police Department (Acting Chief Tirona 621-1802).

DISCUSSION:

The City of Richmond, along with 18 other cities, contracts with Contra Costa County to provide animal related services. The Agreement (Attachment 1) begins on July 1, 2022, and has a two-year term. This Agreement automatically renews for successive three-year periods until either party terminates this Agreement by giving the other party 90 days advance written notice of termination.

Animal Field Services

The County will provide the following services within the City upon a request from a City resident or person within the boundaries of the City.

- a) Pick up and attempt to return to their owners domesticated animals that are found “at large,” to the extent possible without impoundment by relying on the animal’s identification, including dogs, trapped, injured, or sick cats, and other small, domesticated animals, including rabbits, chickens, turkey, geese, and ducks, but excluding wildlife, such as deer, mountain lions, opossums, wild turkeys, raccoons, skunks or squirrels unless a rabies exposure has occurred.
- b) Investigate complaints of animal bites, rabies exposure and attacks to humans or domestic animals, including documenting the incident, interviewing witnesses, quarantining animals, preparing and transporting animals for rabies testing, and investigating any alleged violations of a quarantine order.
- c) Enforce provisions governing potentially dangerous and dangerous animals, including but not limited to investigating complaints, designating animals, impounding animals, conducting hearings, and issuing permits for animals designated dangerous or potentially dangerous.
- d) Enforce provisions governing barking dogs and other noisy animals, including but not limited to conducting hearings.
- e) Respond during regular business hours to police or fire department calls for assistance regarding animal-related issues. The County may provide after-hours warrant support to the City with advance notice, if County Animal Services personnel are available and willing to volunteer for the assignment, and provided the City pays additional fees sufficient to cover the County’s actual costs.
- f) Investigate, cite, impound, and seek resolution of complaints regarding potential mistreatment of domestic animals by their owners.

Response Times for Field Services.

1. The County will attempt to respond to requests for Field Services during the hours and within the times specified in this section. The County shall maintain records of its response times to calls for Field Services.
 - a) Priority 1 calls are Emergency Calls, which are calls for assistance from police or fire personnel and calls regarding rabies exposure, dangerous animals, and Critically Sick or Injured Animals.
 - i. The County will respond to Priority 1, 2, and 3 calls between 8:00 AM and 9:00 PM, seven (7) days per week, including holidays.
 - b) For ninety-five percent (95%) of responses to Priority 1 calls, County personnel will attempt to arrive on the scene within two (2) hours from the time when the call for service is received by County staff.
2. Priority 2 calls are calls to pick up animals that were at large but have since been confined at a location within the County, and calls regarding urgent, animal-related requests for assistance not involving Critically Sick or Injured Animals.
 - a) The County will respond to Priority 2 calls during regular Field Services hours.
 - b) For eighty percent (80%) of responses to Priority 2 calls received during regular Field Services hours, County personnel will attempt to arrive on the scene within 12 hours from the time the call for service is received by County staff.
 - c) The County will respond to Priority 2 calls received outside of regular Field Services hours no later than 7:00 pm on the next day.
 - d) The County may respond to Priority 2 calls by taking a report by phone or by contacting parties and witnesses at the scene.
3. Priority 3 calls are all other calls, such as calls regarding animals at large, animals causing a nuisance, and dead animals.
 - a) The County will respond to Priority 3 calls during regular Field Services hours.
 - b) For sixty-five percent (65%) of responses to Priority 3 calls received during regular Field Services hours, County personnel will attempt to arrive on the scene within 24 hours from the time the call for service is received by County staff.
 - c) The County will respond to calls received outside of regular Field Services hours on the next day.
 - d) The County will respond to Priority 3 calls only after the County has responded to all then-outstanding Priority 1 and Priority 2 calls.
 - e) The County may respond to Priority 3 calls by taking a report by phone or by contacting parties and witnesses at the scene.

Shelter Services

1. The County will provide the following services to City residents ("Shelter Services"):
 - a) Impound and shelter lost or stray dogs, injured/sick, lost or endangered community cats, and other small, domesticated animals that are brought to

the shelter by County staff, residents of the County or cities that have contracts with the County for the provision of Animal Services. A community cat is considered endangered if it is in imminent risk of being killed, poisoned, or injured but not if, due to being at large, it is at risk of starvation, being attacked by another animal, or hit by an automobile. Orphaned kittens that cannot survive without human intervention are also considered endangered.

2. Medical Services. As part of the Shelter Services, the County will provide the following medical services ("Medical Services"):
 - a) The County will provide veterinarian services twenty-four (24) hours per day through partnerships with emergency vets to treat injured or sick impounded animals.
 - b) If an animal's condition requires immediate treatment outside of the County shelter's regular business hours or when no veterinarian is on staff at the County's shelter, then County Animal Services Department officers or Good Samaritans may take the animal to any emergency veterinarian clinic/hospital that is under contract with the County to provide emergency veterinary services (as posted on the County shelter's doors and on the County's Animal Services Department's website).
 - c) The County will monitor animals on a rabies virus quarantine.
 - d) The County will conduct a minimum of one vaccine clinic per month and maintain a spay and neuter clinic in Martinez, which for a fee paid by the animal's owner will provide vaccine and spay/neuter services for County residents' dogs and cats. The fee will be approved by the County Board of Supervisors and published on the County Animal Services Department fee schedule.
 - e) Provide rabies control information free of charge to the public.
 - f) The County will provide emergency veterinary services in accordance with Section 597(f) of the California Penal Code.

3. Shelter Services Hours

- a) The Martinez shelter will be open to the public for a minimum of 30 hours per week, 5 days per week, 6 hours per day, including one weekend day each week except during weeks that are shortened by a County holiday.
- b) The Martinez Shelter will be closed on designated County holidays and one day per year dedicated to in-house staff training.

The Pinole shelter was closed during the pandemic due to a lack of funding. The services the Pinole shelter provided can be obtained through partnerships the county has with other animal service providers, or through the county's Martinez shelter. The Pinole shelter does not have any plans to re-open as a shelter at this time and it was not designed to be a shelter in the first place; however, other animal services may be provided there at some point in the future, but there are no confirmed plans in place.

Fees and Additional Personnel

In an effort to address concerns of residents and to improve community services and response times, Contra Costa County Animal Control is revising their annual plan with a two-phase implementation, which will require a \$122,573.00 annual increase over FY22 during fiscal years 2022-2023, and \$248,121 during fiscal years 2023-2024.

Phase one (1) will start July 1, 2022, and will add the following:

- Add 1.0 FTE Field Services Sergeant for increased Animal Services Officer (ASO) beat coverage, improved response time to dangerous animal cases, improved public support, and training.
- Add 1.0 FTE Field Utility Worker to reduce response times for the pickup of deceased animals, while allowing animal services to resume deceased domesticated animal pick-up on private property and picking up deceased wildlife from private property per the County fee schedule for the homeowner.
- Add 1 Animal Services truck for deceased animal pick-ups.
- Add 2.0 FTE Animal Care Coordinators to enhance the County's life saving programs serving our County Residents, such as Pet Retention, Transfer Partner and Adoption programs.
-

Phase two (2) will start July 1, 2023, and will add the following:

- Add 3.0 FTE Animal Services Officers to expand beat coverage and further decrease priority one response times.
- Add 2 Animal Services trucks for the increased field services staff.
- Add 1.0 FTE Animal Care Coordinator to decrease length of stay for impounded animals and continue focus on pet retention program services.
- Add 1.0 FTE Medical Supervisor to increase the efficiency of the County's onsite low cost spay/neuter and vaccine services for our county residents.

Excluded Services

The County will not provide the following services to the City under the Agreement:

- a) Respond to requests for removal of live or deceased marine animals and disposal of deceased marine animals.
- b) Pick up and transport wildlife, including baby birds.
- c) Pick up live animals for surrender. The County may, at its discretion, accept live animals belonging to County residents for surrender at the Martinez shelter and charge a fee to the animal owner or property owner as part of its regular operations.
- d) Respond to pest control issues (i.e., infestations, perceived or real, of squirrels, rats, mice, insects, gophers, wasps, bees, spiders, or other pests).
- e) Respond to calls regarding live, sick and injured raccoons, opossum, deer, mountain lions, coyotes, wild turkeys, wild pigs, peacocks, or other wildlife unless

a rabies exposure has occurred. The County will refer calls regarding live wildlife to the California Department of Fish and Wildlife.

The payment amount for animal services is not to exceed \$877,736 during fiscal year 2022-2023, and \$1,003,284 during fiscal year 2023-2024.

DOCUMENTS ATTACHED:

Attachment 1 – Service Agreement between the City of Richmond and Contra Costa County

Attachment 2 – City Agreement Summary Sheet Richmond

Attachment 3 – Animal Services Provided to Richmond