

CITY-COUNTY ANIMAL SERVICES AGREEMENT

The County of Contra Costa, a political subdivision of the State of California ("County"), and the City of Richmond, a municipal corporation in the County ("City"), enter into this City-County Animal Services Agreement ("Agreement") effective as of July 1, 2022 ("Effective Date").

1. **Authority.** The City has adopted by reference Division 416 of the Contra Costa County Ordinance Code (hereafter "Division 416") governing animals. Division 416 establishes requirements and procedures for animal control by the County's Animal Services Department. This Agreement is entered into to memorialize the County's provision of Animal Services and enforcement of Division 416 within the City as provided in Section 416-4.208, and as authorized by California Government Code section 51301.
2. **Enforcement Duties and Personnel.** The County will enforce Division 416 within the City's boundaries. The City hereby designates and appoints the County's Animal Services Director and his or her staff as public officers of the City for the purposes of this Agreement and enforcing and carrying out its provisions.
3. **Scope of Services.**
 - a. In addition to enforcing Division 416, the County will provide to the City the Field Services, Shelter Services, and Deceased Animal Services described in this Agreement (collectively, "Animal Services") in the manner provided for in this Agreement. During periods of emergency (such as fire, earthquake, flooding, pandemic), it might not be possible to provide the Animal Services to the same extent and within the same time frames as during non-emergency times.
 - b. Calls made to the County for services that are not provided by the County pursuant to this Agreement will be referred back to the City in which the call was requested. In such a case, the City is responsible for determining the next appropriate action.
 - c. The County will provide Animal Services within the City's boundaries in accordance with all applicable federal, state, and local laws, including the Ordinance Code.
4. **Definitions.**
 - a. "Critically Sick or Injured Animals" means those animals that have life-threatening conditions.
 - b. "Emergency Calls" means complaints of animal bites, potential rabies exposure, or attacks on humans or domestic animals that are in progress, or, when a bite or attack has occurred, where the animal remains an immediate threat to humans.
 - c. "Livestock" means a large domesticated agricultural animal, such as a

cow, bull, steer, horse, sheep, or other large agricultural animal.

- d. "Regular Field Services hours" means between 8:00 am and 9:00 pm each day of the week, including Saturdays and Sundays.

5. **Field Services.** The County will provide the following services (collectively, "Field 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.

6. **Response Times for Field Services.**

- a. 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.
 - i. 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.
 - 1. 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.

2. 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.
- ii. 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.
 1. The County will respond to Priority 2 calls during regular Field Services hours.
 2. 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.
 3. 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.
 4. The County may respond to Priority 2 calls by taking a report by phone or by contacting parties and witnesses at the scene.
- iii. Priority 3 calls are all other calls, such as calls regarding animals at large, animals causing a nuisance, and dead animals.
 1. The County will respond to Priority 3 calls during regular Field Services hours.
 2. 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.
 3. The County will respond to calls received outside of regular Field Services hours on the next day.
 4. The County will respond to Priority 3 calls only after the County has responded to all then-outstanding Priority 1 and Priority 2 calls.
 5. The County may respond to Priority 3 calls by taking a report by phone or by contacting parties and witnesses at the scene.

7. **Shelter Services.**

- a. The County will provide the following services to City residents (“Shelter Services”):
 - i. 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.

- ii. Impound and quarantine biting animals.
 - iii. Provide rabies testing of animals suspected of infection.
 - iv. Provide for reclamation of abandoned, lost or stray domestic animals.
 - v. Provide onsite services to the public at the County's Martinez shelter for the following: search for lost animals, reclaim animals, adopt animals, answer inquiries regarding animals, accept complaints regarding animals, provide vaccines and spay/neuter services for a small fee, conduct humane education programs, and license animals onsite or online.
 - vi. Provide care for sheltered animals based on the California Veterinary Board Guidelines for Standards of Care in Animal Shelters published by the Association of Shelter Veterinarians.
 - vii. Provide services as required by the California Penal Code Section 597.1 and other laws governing shelters for animal care, treatment, holding periods, placements, and dispositions.
- b. Medical Services. As part of the Shelter Services, the County will provide the following medical services ("Medical Services"):
- i. The County will provide veterinarian services twenty-four (24) hours per day through partnerships with emergency vets to treat injured or sick impounded animals.
 - ii. 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).
 - iii. The County will monitor animals on a rabies virus quarantine.
 - iv. 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.

- v. Provide rabies control information free of charge to the public.
- vi. The County will provide emergency veterinary services in accordance with Section 597(f) of the California Penal Code.
- c. Shelter Services Hours
 - i. 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.
 - ii. The Martinez Shelter will be closed on designated County holidays and one day per year dedicated to in-house staff training.
- 8. **Deceased Animal Services.** The County will provide the following services within the City in response to calls regarding deceased animals during regular Field Services hours:
 - a. Pick up deceased domestic animals, wildlife, and livestock from public property.
 - b. With property owners' consent, pick up deceased domestic or wild animals from private property for a fee based on the Department's fee schedule paid directly to the County Animal Services Department by the property owner or reporting party.
 - c. Identify and notify the owner of deceased animals, whenever possible.
 - d. Dispose of the body of any deceased animal picked up by the County.
- 9. **Excluded Services.** The County will not provide the following services to the City under this 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 racoons, 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.

10. **Policies and Procedures.** All policies and procedures shall be developed with the goal of ensuring animal welfare, enhancing cost efficiency and quality of services provided to the contracted cities and unincorporated areas of Contra Costa County. They will be developed to reflect best practices in the industry for animal control and shelter animal care using the Guidelines for Standards of Care in Animal Shelters published by the Association of Shelter Veterinarians, ASPCA, the Humane Society of the United States, National Animal Control Association (NACA) and/or other currently accepted best practices for animal control and animal sheltering.
11. **Performance and Activity Reports.** The County will deliver to the City within 14 days of the end of each quarter, an Animal Control and Results Report summarizing Animal Services provided by the County to the City during the previous quarter and including year-to-date data. This report will include the following information:
 - a. The total number of calls for service received by the County under this Agreement, identified by type of service and Priority level.
 - b. A response time report identifying response times by Priority level.
 - c. The outcomes for animals impounded, identified by City/County jurisdiction.
 - d. The number of calls for service received from City residents or persons within the City's boundaries.
 - e. A listing of dogs registered to City residents identified as potentially dangerous or dangerous (PDA/DA) that have a valid County-issued PDA/DA permit.
12. **Fees and Fines.** Pursuant to Food and Agricultural Code Section 30652, all fees and fines collected by the County for providing Animal Services to the City shall be deposited into the County Treasury and shall be used to meet the County's cost of providing Animal Services to the City.
13. **Annual Fee.**
 - a. In consideration for Services provided by the County to the City, and in addition to any fees and fines imposed on City residents, the City agrees to pay to the County the following amounts ("Annual Fee"):
 - i. For fiscal year 2022-2023, \$7.97 for each person residing within the City limits as of January 2022. For example, if the City's population is 50,000, the Annual Fee is \$398,500.
 - ii. For fiscal year 2023-2024, \$9.11 for each person residing within the City limits as of January 2023. For example, if the City's population is 50,000, the Annual Fee is \$455,500.
 - iii. For each fiscal year thereafter, the per capita rate for the Annual Fee shall be calculated using the following formula: (A) The County's budgeted cost to provide Animal Services throughout the

County in that fiscal year, minus the sum of animal licensing fees and user fees projected to be received from all County residents in that fiscal year, minus the budgeted County general fund contribution for that fiscal year, divided by (B) the sum of the population of the unincorporated area plus the population of all cities for which the County provides Animal Services. **For example**, if the budgeted cost to provide Animal Services throughout the County is \$12,640,000, the animal licensing and user fees projected to be received are \$1,620,000, the budgeted general fund contribution is \$4,112,000, and the population is 866,583, then the per capita Annual Fee would be \$7.97 $[(\$12,640,000 - \$1,620,000 - \$4,112,000) / 866,583]$. For a City with a population of 100,000, the total Annual Fee would be \$797,000.

- b. The City shall pay the Annual Fee to the County in four equal quarterly installments. Each installment shall be due on the first day of each fiscal quarter (i.e., July 1, October 1, January 1, and April 1). The City shall make the payment to the County Treasurer-Tax Collector, 625 Court Street, Martinez, CA 94553.
- c. The City shall pay the Annual Fee to the County regardless of the amount of any fees and fines collected by the County pursuant to Division 416.
- d. Each year, the County will prepare a reconciliation report of actual costs incurred by the County to provide Animal Services during the immediately preceding year to ensure the Annual Fee paid by the City covers only actual costs incurred to provide Animal Services. The reconciliation report will be completed and sent to the City in the month of August for each fiscal year. Any cost savings for that fiscal year will be applied to the following fiscal year.
- e. For purposes of calculating the Annual Fee, the County shall rely on the population figures reported by the California State Department of Finance E1 Population Estimates report as of January of each year.
- f. The County shall notify the City of the amount of the Annual Fee for the next fiscal year by March 1st of each year.

14. **Term; Termination.**

- a. The term of this Agreement begins on the Effective Date and continues for two (2) years. This Agreement shall automatically renew for successive three-year periods until either party terminates this Agreement by giving the other party 90 days advance written notice of termination.
- b. This Agreement shall automatically terminate if the County repeals Division 416 or if the City repeals its resolution incorporating and applying Division 416 within the City.

- c. The County may terminate this Agreement if the City fails to pay the Annual Fee by its due date by giving the City 30-days advance written notice.
- d. The County agrees to meet jointly with all contracting city agencies annually during Quarter 2 of each fiscal year (i.e., October) to discuss potential revisions or updates through the Public Managers Association.

- 15. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement between the parties, with respect to the subject matter hereof. Any amendment to this Agreement must be in writing and approved by the Contra Costa County Board of Supervisors.
- 16. **Governing law; Venue.** This Agreement shall be governed by the laws of the State of California. Any dispute arising out of or related to this Agreement shall be brought in Contra Costa County Superior Court.
- 17. **Notices.** Any notice to be given to either of the parties in connection with this Agreement shall be sent by U.S. mail to the following address:

If to County:
 Director, Animal Services
 4800 Imhoff Place
 Martinez, California 94553-4300

If to City:
 City of Richmond

 c/o Richmond Police Dept.

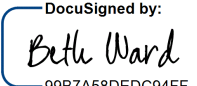
 1701 Regatta Blvd.

 Richmond, CA 94804

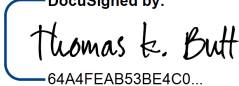
The parties are signing this Agreement as of the Effective Date set forth above.

COUNTY

CITY

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By: Beth Ward

By: Thomas K. Butt

Title: Animal Services Director

Title: Mayor

Date: 7/22/2022

Date: 7/22/2022