From: Stephen Booth
To: webCityClerk

Subject: June 14 meeting public comment

Date: Tuesday, June 14, 2022 10:41:26 AM

CAUTION – EXTERNAL SENDER

Hello, I am a Brentwood resident and would like to address the June 14th meeting agenda item D.3.

While preserving our open spaces sounds good on paper, I am not in favor of an initiative that would require any golf course property to only be used as a golf course in perpetuity as this could have negative and unjust consequences for the general community.

Under this proposal, If a private golf course were to go bankrupt, would the city be legally required to step in and maintain that property as a golf course? This would result in the city unjustly, and with negative consequences to the broader community subsidizing an exclusive and unnecessary use that does not benefit the general community as a whole.

While I believe land use should conform to zoning, the general plan, community need, owner's will and marker conditions, If we wish to prevent privately owned golf course land from being developed residentially or commercially, it is only just and fair that the land be transformed for the most beneficial public use, such as public park and recreation use for the broader community to enjoy equally.

As such, I do not support the city being in a position to protect so-called "open space" land with "keep out" signs all around it.

--

Stephen Booth www.boothphotographics.com

From: <u>Carrie Juracich</u>

To: Mendoza, Jovita; Rarey, Karen; Rodriguez, Johnny; Bryant, Joel; Meyer, Susannah; Wimberly, Margaret

Subject: Open Space Protection Initiative on tonight"s agenda

Date: Tuesday, June 14, 2022 5:27:53 PM

CAUTION – EXTERNAL SENDER

Good Evening Council Members,

Thank you for directing City Staff to work on this Open Space initiative. Their hard work is greatly appreciated by a large number of residents.

It is becoming even more important to protect what's left of the open space in Brentwood. As the State keeps pushing their housing shortage agendas and senate bills onto cities, keeping any type of local control is paramount. This Open Space initiative is a step in the right direction giving the citizens some control over what happens to the open space in their city. Councils change, developer influences change and this way, tax paying residents control their own fate.

However, we wish it could protect some of the smaller open space and park areas.

We would love for this to move forward and look forward to it being on the ballot in November.

Thanks again or your dedication to the City and for all that you do to help make Brentwood a wonderful place to live.

Sincerely,

Robert and Carrie Juracich

From: Tsubota, Miki

To: =yCouncil Members

Cc: =yDepartment Directors

Subject: Response to Questions on Agenda Item B.2

Date: Tuesday, June 14, 2022 9:59:54 AM

Good morning, Mayor and Council Members.

This is in response to questions from Council Member Mendoza on Agenda Item B.2, particularly why the City is paying for janitorial services at the Heritage High School Community Aquatic Center Building. This facility is one of our Joint Use facilities with the school districts to provide public programs and services. There are dedicated areas and offices that are used solely by the City, and thus require janitorial maintenance by the City. Our contract spashball program as well as our local swim teams use the facility; and we provide staffing year-round. Feel free to contact me if you have any additional questions.

-Miki Tsubota

Miki Tsubota| HE/Him/His | why pronouns?
Director of Public Works/City Engineer
Public Works
150 City Park Way
Brentwood, CA 94513-1164

Phone: 925.516.5168 Fax: 925.516.5421

mtsubota@brentwoodca.gov



 From:
 Mulder, Bruce

 To:
 =yCouncil Members

 Cc:
 =yDepartment Directors

 Subject:
 Agenda Item C.3

Date: Tuesday, June 14, 2022 3:13:04 PM

Good afternoon Mayor and City Council,

Council Member Rarey had the following questions regarding Agenda Item C.3:

Why have we eliminated all swim-related classes/camps/lessons and begun offering only daily rates?

We switched to daily rates for most of our classes to make the budget sheet process more efficient. In the past, we have had to do new budgets sheets anytime the length of a class changes; i.e. shortened sessions for holidays, facility maintenance, etc. The prices are the same, just listed per day instead of per session. So, we can use the same budget sheet for a 8 session swim lesson and a 7 session swim lesson.

Why are we no longer offering 10/15 day swim passes and Family Swim passes or 16/32 day Lap Swim passes, and now only offering daily rates?

For the swim passes, during COVID, reservations were required for contact tracing purposes, and we discovered that it was much more efficient for customers to make reservations for the day than to purchase a "punch pass" and not know when it would be used. We are still accepting the previously sold passes, just not selling new ones. Additionally, the way the waivers work in ActiveNet, our registration software, it does not support the function of a "family pass". The current reservation system obtains a signature on a waiver for each attendee. With the reservation system, we know how many swimmers are coming for lap swim, and can staff accordingly. We can also contact those swimmers ahead of time if we needed to cancel for some reason.

Why are we cancelling the following classes:

Page 565
Jump Bunch Saturday Sport Classes

Page 566
Cooking Round the World

Page 567
Art Education Classes and Camps
Homework Support
Spanish Homework Support
Education Program
Youth Dance Classes

The following classes, Cooking Around the World, Art Educaton Classes and Camps, Homework Support, Spanish Homework Support and Education Program were classes offered by contract instructors and these contractors are no longer offering classes. If new contractors are interested and qualified to teach classes we are always looking for new opportunities to offer additional programming. The format for the Saturday Jump Bunch fee was adjusted and encompassed into the regular Jump Bunch Sports fee. The Youth Dance classes on page 567 were changed from a per week rate to a per day rate as listed above. The per day rate is at the top of page 568.

On Page 573, why are we no longer renting these items: Portable Bar Uplighting

We are no longer renting out the portable bar because it is now included in the rental of the facility. We are trying to avoid damage to the floors from ice chests and buckets, so instead we are providing the bar to all rentals. The up lighting was removed because it does not get used, usually isn't compatible with the renter's DJ/lighting equipment, and is simply too small to provide adequate up lighting.

Also, is there a reason we won't be renting the Women's Club out until it is sold?

The Women's Club is currently in need of some repairs to bring it up to current building codes before it can be occupied for use.

Please contact me direct	ly if yo	u have fur	ther questions
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Thanks,

Bruce



Bruce Mulder, Director of Parks & Recreation

Parks & Recreation 35 Oak Street Brentwood, CA 94513-1164 Phone: 925.516.5365 Fax: 925.516.5447

bmulder@brentwoodca.gov





 From:
 Breen, Kerry

 To:
 =yCouncil Members

 Cc:
 =yDepartment Directors

Subject: Agenda Item D.1 - Response to Councilmember Question

Date: Tuesday, June 14, 2022 5:01:22 PM

Good afternoon Mayor and Councilmembers,

Councilmember Rarey asked the following question relating to Agenda Item D.1 (Animal Services):

On Page 612, it says our fees are based on a population of 66,097. We received notification a few months back (I believe it was from finance) that our population was reduced to 64,292 due to the 2020 Census. Why are we using the 66,097 number if the Census shows a lower figure?

The 66,097 population figure on the PowerPoint slide and used in the contract calculations matches the January 2021 estimate provided by the State Department of Finance (DOF). This number was released in May 2021. Last month the DOF released their January 2022 population figures. The City's January 2022 population declined to 64,342.

The County's past practice has been to use the prior year population numbers (e.g. January 2021 for FY 2022/23) for their animal service fee calculation. The agreement, however, states that the FY 2022/23 cost is based on January 2022 population figures. Staff contacted the County about this difference and was informed that the intent was to continue to use prior year data (i.e. January 2021) due to the difficulty in trying to incorporate information released in May into a June budget adoption. Following is additional information provided by the County regarding utilizing available data as of January 1 each year, rather than the specific population number release later on in May:

The available data from the State Department of Finance on Jan 1 is utilized but may not reflect the population as stated in the annual update that occurs in late May. Based on certain noticing and accounting requirement, I'm not sure there's any other way it can be done. Most cities are finalizing their annual budgets at the time when the population update is released by the state. As such, following the current pattern of practice allows both your city and our department ample time to adequately plan for the next fiscal year's budget. If there are any additional questions please contact myself or Chief Hansen.

Thanks, Kerry



Kerry Breen, Director of Finance & Information Systems

Finance & Information Systems 150 City Park Way Brentwood, CA 94513-1164

Phone: 925.516.5436 Fax: 925.516.5401 kbreen@brentwoodca.gov

litle: Like us on facebook		

From: Wimberly, Margaret
To: =yCouncil Members

Cc: <u>=yDepartment Directors</u>; Silva, Doug

Subject: Agenda Item D.1 - Revised Agreement and PowerPoint Attachment

Date: Friday, June 10, 2022 2:00:50 PM
Attachments: Updated Attachments Agenda Item D1.pdf

Good afternoon Mayor and Council Members:

Subsequent to the publication of the agenda packet, staff received an amended agreement and amended PowerPoint for agenda item D.1. Staff has attached those to this e-mail for your information.

In addition, staff used the "compare" feature in Microsoft Word to create a redline of the differences between the agreement in your agenda packet and the updated agreement. The redline version is also attached to this e-mail.

This e-mail and attachments will be posted at www.brentwoodca.gov/councilmeetingonline this afternoon to ensure the public has access to these materials. Please reply directly to me should you have any questions regarding this issue.

Sincerely, Margaret Wimberly

Margaret Wimberly| She/Her/Hers | why pronouns?
City Clerk
City Manager's Office

150 City Park Way Brentwood, CA 94513-1164 Phone: 925.516.5182

Fax: 925.516.5441

mwimberly@brentwoodca.gov



CITY-COUNTY ANIMAL SERVICES AGREEMENT

The County of Contra Costa, a political subdivision of the State of California ("County"), and the City of <u>Brentwood</u>, 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. <u>Authority.</u> 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. <u>Enforcement Duties and Personnel.</u> 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 lifethreatening 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. <u>Field Services.</u> 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. <u>Deceased Animal Services.</u> The County will provide the following services within the City in response to calls regarding deceased animals during regular Field Services hours:
 - 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. <u>Excluded Services.</u> 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. <u>Fees and Fines.</u> 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 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 per capita [(\$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. <u>Term; Termination.</u>

- 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.
- 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.
- th

		to either of the parties in connection wi J.S. mail to the following address:
Direc 4800	County: tor, Animal Services Imhoff Place nez, California 94553-4300	
If to C	City:	
		of the Effective Date set forth above.
COUNTY		CITY
By: Beth Wa		Ву:
Title: Animal	Services Director	Title:

CITY-COUNTY ANIMAL SERVICES AGREEMENT

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3. Scope of Services.

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- 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 City's boundaries in accordance with all applicable federal, state, and local laws, including the Ordinance Code.

4. <u>Definitions.</u>

- 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.
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 - a. __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.
 - 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
 - e. 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.

holidays.

- For ninety-five percent (9095%) 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 that is not a County holiday.
 - 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.
 - The County will respond to calls received outside of regular Field Services hours on the next day that is not a County holiday.
 - 4. The County will respond to Priority 3 calls only after the County has responded to all then-outstanding 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 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 <u>based on the California</u>

 <u>Veterinary Board Guidelines for Standards of Care in Animal</u>

 <u>Shelters published by the Association of Shelter Veterinarians.</u>
- 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"):"):
 - 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 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 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 County's Animal Services Department's 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

Page 6 of 8 paid by the animal's animal's owner will provide vaccine and spay/neuter services for County residents' dogs and cats. The fee will be-

iv.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. <u>Deceased Ari mal Animal Services.</u> 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.

- Mith 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.
- 40.11. 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.
- 41.12. 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 County's cost of providing Animal Services to the City.

12.13. **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 City's population is 50,000, the Annual Fee is \$455,500.
 - <u>iii.</u> For each fiscal year thereafter, the per capita rate for the Annual Fee shall be calculated using the following formula: (A) The <u>County's County's</u> budgeted cost to provide Animal Services throughout the-

- iii. 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 (8B) 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 \$7.97 per capita [(\$12,640,000 \$1,620,000 \$4,112,000) /-866,583]. For a City with a population of 100,000, the total Annual
- 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

Fee would be \$797,000.

- duarter (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 July of each 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 <u>E1 Population Estimates report</u> 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.

13.14. <u>Term; Termination.</u>

- 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.

- 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.
- 14.15. 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.
- 45.16. 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.
- 16.17. **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:

	By: Beth Ward By:	By:	
The parties are signing this Agreement as of the Effective Date set forth above. COUNTY CITY By: Beth Ward By:	By: Beth Ward	By:	
The parties are signing this Agreement as of the Effective Date set forth above. COUNTY CITY			
The parties are signing this Agreement as of the Effective Date set forth above.	0001111		
If to City:	The parties are signing this Agreeme	ent as of the Effective Date set forth al	oove.

Contra Costa Animal Services

Brentwood Animal Services Agreement



Contra Costa Animal Services (CCAS) - Serving Our Community!

AGENCY SNAPSHOT



Martinez Shelter
A 38,000 sq. ft. facility to provide public services and house animals while they are in our care



Field Service Officers that enforce state laws and local ordinances, investigate animal bites, attacks and crimes, and serve as our "boots on the ground" in your city



Animal Care Unit
A medical and husbandry team to
provide basic daily care to the animals
as well as any necessary medical care



Veterinary Team
A veterinary team to support our low-cost spay/neuter and vaccination clinics



Administrative Unit

An administrative team that manages our call center, dispatch services, administrative hearing processes, and assists the public in person, online, and by phone



Volunteer Unit
A core of more than 150 committed volunteers that perform vital tasks in and out of the shelter, including animal enrichment, adoptions and lost/found support

CCAS Serving Brentwood

COST FOR ANIMAL SERVICES

Contra Costa Animal Services partners with the City of Brentwood to provide animal services. The annual cost is established by a per capita rate the City pays based on current population. The cost for Animal Services in Brentwood for Fiscal Year 2021/2022 is \$6.79 per capita.

COMPASSION IN ACTION

Public Safety Services

- · Stray & Aggressive Animal Patrols (inc. Livestock)
- · Animal Bite Investigations
- Quarantine of Dangerous Animals & Potential Rabies Suspects
- · Animal Cruelty Investigations
- · Impoundment & Sheltering of Stray/Sick/Injured Pets
- · Pet Licensing & Enforcement
- · Animal Noise Enforcement
- · Deceased Animal Retrieval
- · Enforcement of County Dangerous Animal Laws
- · Enforcement of State & Local Animal Welfare Laws
- Assisting Local Agencies (Police, Fire, etc.) with Activity Calls
- 24/7 Dispatch Services

For more information about our services, visit ccasd.org

Community Services

- Shelter & Medical Support for Lost/Sick/Injured Pets
- · Pet Adoptions (Martinez Shelter)
- · Lost Pet Support & Return To Owner (RTO) Services
- · Shelter & Care for Animals Displaced by Disaster
- · Humane Education Programs
- · Public Low-Cost Spay/Neuter Clinic
- · Public Low-Cost Vaccination Clinic
- · Community Clinics & Adoption Events
- Community Cat Trap-Neuter-Release (TNR) Program
- · Customer Service Support
- · Volunteer Program



4800 Imhoff Place Martinez CA

Ph: 925-608-8400

www.ccasd.org

Just One Click Away!

Many of our services can be accessed via our website:

- · View pets available for adoption
- · Report lost or found pets
- · Purchase a license for your pet
- · Schedule a spay/neuter appointment
- · Schedule a vaccination appointment
- · Sign up to become a volunteer or foster
- Donate to the Animal Benefit Fund
- · File an animal noise complaint
- · Report deceased animals

All this and more at ccasd.org





TOP ACTIVITIES IN BRENTWOOD

The top activities CCAS responded to in the City of Brentwood in 2021 are as follows:

- Investigation Activities: 308 (291 in 2020)
 - o Includes bite investigations and inhumane investigations.
- Stray Animal Activities: 301 (335 in 2020)
 - Includes aggressive stray animals, confined stray animals and stray animal patrols.
- Deceased Animal Activities: 156 (174 in 2020)
 - o Includes wild and domestic.





CCAS Agreement

AGREEMENT HISTORY

- The current Animal Services Agreement is outdated and has long required an update to define service levels and performance metrics.
- The current Animal Services agreement, which has been in place since 2006, is approximately one page in length and provides little detail with regards to what specific services will be provided.
- The updated agreement and fee structure are the result of numerous meetings and touch points with city officials (predominantly City Managers and Police Chiefs) from each of our contract cities over the last two years.
- The agreement reflects the feedback that was provided to us through that process by the City Managers and Police Chiefs during individual meetings, regional meetings, and multiple presentations and listening sessions at the Public Managers Association and Police Chiefs Association.
- The updated agreement and fee structure clearly describes the services CCAS will provide to your City and defines a funding structure to ensure the Department is able to cover the costs of providing those services.

UPDATED AGREEMENT

The updated agreement provides much greater detail regarding service levels, including:

- Detailing specific services provided under the agreement for all areas of operation.
- Creating accountability by listing target response times for each activity type.
- Defining what is covered under deceased animal services.
- Describing which services are not included under the agreement.
- Codifying performance reporting within the agreement, including an annual review and needs assessment.



AGREEMENT FEE STRUCTURE

The updated agreement includes a defined fee structure for FY 22/23 and FY 23/24, which converts to a formula-based fee structure that will commence in FY 24/25.

- For fiscal year 2022-2023, \$7.97 for each person residing within the City limits as of January 2022. For example, Brentwood's population is 66,097. Therefore, Brentwood's Annual Fee for FY 22/23 is \$526,793.
- For fiscal year 2023-2024, \$9.11 for each person residing within the City limits as of January 2023. For example, if Brentwood's population remained the same (66,097), the Annual Fee for FY 23/24 will be \$602,144.



AGREEMENT FEE STRUCTURE CONT'D

- For each fiscal year thereafter, the per capita rate for the Annual Fee shall be calculated using the following formula:
 - O (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 population of all cities for which the County provides Animal Services.
- Each year, the County will prepare a reconciliation report of actual costs incurred by the County to provide Animal Services during the preceding year.
 - o This will ensure the Annual Fee paid by Brentwood covers only actual costs incurred to provide Animal Services.
 - The reconciliation report will be completed and sent to your City Manager in the month of August for each fiscal year. Any cost savings for that fiscal year will be applied to the following fiscal year.





Public Comments

PUBLIC COMMENTS

"The agreement is inadequate and does not include feedback from the cities."

FACT: The updated agreement provides much greater detail regarding service levels, includes performance metrics, and reflects the feedback provided to us by each city manager and police chief over a two year planning period.

"The agreement does not include services for injured wildlife."

FACT: The updated agreement focuses on the services CCAS is mandated to perform in your community as your animal services provider. Injured wildlife calls fall within the jurisdiction of the California Department of Fish & Wildlife.

"Agreement does not include spay/neuter services, adoption program, pet retention, etc."

FACT: Those services have never been included in the city agreements, they are funded through the County's contribution. If those services were included in the agreement, they would likely cost well more than what cities are able to fund.

PUBLIC COMMENTS CONT'D

"CCAS did not apply for Measure X funding."

FACT: CCAS was advised by the County Administrator's Office to not submit a request for Measure X funding. CCAS drafted a proposal for Measure X funding, but ultimately was not permitted to submit the proposal for consideration.

"The cities per capita rate increases while the County contribution remains stagnant"

FACT: The County is committed to partnering with cities and supporting animal services. However, the County does not have an obligation to subsidize city animal services under state law. The alternative to providing mandated animal services is for a city to take on these responsibilities themselves. Though contracting with the County to provide services generally ends up saving cities money.

Thank You & Questions



From: Baria, Michael

To: =yCouncil Members

Cc: =yDepartment Directors; Andrews, Christine

Subject: Agenda Item D.2 – Response to Councilmember Questions

Date: Tuesday, June 14, 2022 4:03:32 PM

Good Afternoon Mayor and Councilmembers,

Councilmember Rarey had the following questions on tonight's agenda item D.2 (IT Master Plan):

- On Page 632, under ID: BUS-11, It says that the website is complete. How can the website be complete, if "Search" links to a majority of city documents are still broken?
- On Pages 632-633: Why have over half of the planned projects for FY2021-22 not been started? Out of 17 projects listed for FY 2021-22, there are 9 that show no blue squares of advancement, including 3 of those projects which say they are In-progress. Unlike the other 8 In-progress projects, which show 1 or more blue squares signifying the percentage of advancement of each of those projects.

The City's website is marked complete as the redesign of the site, migration of content from the old "end of life" software platform to the new Granicus platform, and training content editors from all departments were the primary milestones marking completion of the "Website Redesign" project. However, the process of keeping the site up-to-date with relevant and accurate information and ensuring that outdated links from external pages are current is on-going.

Currently, the main source of broken links are external sites (sites not owned or managed by the City), external search engine results (Google, Bing, etc.) and only occasionally from within the website itself. The external links are continuing to recognize the new website and we should see continuous improvement in the coming days/weeks. Where possible, staff are also reaching out to the owners of the external sites to have them correct their links. In addition, the new site has a reporting mechanism that allows visitors to report broken links. IS staff are monitoring all reports daily and taking corrective action where possible.

The chart on pages 632-33 should have been updated with more current status markers in blue for most of the "in progress" projects listed in FY 21/22 prior to publication. For example, the In-Progress projects for Council Chamber A/V is moving forward, but awaiting backordered equipment and Next Generation 911 is an ongoing project that is in process and will continue to be implemented over the two year period. This chart is designed to be a living document in which the status of each project will be updated on a regular basis by the IS staff. All projects, including any projects slated to be planned or completed in 21/22 but were not finished due to resource constraints, will be updated accordingly in the chart. The updated charts will be presented at the quarterly IT governance meetings with the Executive Team to ensure that all ITMP projects will be monitored for progress, new projects added as required, and resources prioritized.

If there are additional questions please contact me directly.

Thanks, Mike



Finance & Information Systems 150 City Park Way Brentwood, CA 94513-1164 Phone: 925.516.5425

Fax: 925.516.5322 mbaria@brentwoodca.gov

