



City Council Agenda Item

City Council Meeting Date: June 21, 2022

TO: Dean Albro, City Manager

FROM: Erin Keller, Senior Administrative Analyst
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SUBJECT: Approval of the Agreement for Animal Control Services with the County of Santa Barbara for Fiscal Years 2022-23 – 2026-27

Recommendation:

Staff recommends the City Council:

- 1) Authorize the City Manager to execute a one to five-year Agreement for Animal Control Services by the County of Santa Barbara in a form approved by the City Attorney (Agreement) (Attachment 1); and
- 2) Direct staff to evaluate, during the term of the Agreement, the feasibility of other options for providing animal control services and bring analysis of those options back to the City Council for consideration; or
- 3) Provide alternate direction.

Background:

For the past 20-plus years, the City has contracted with the County of Santa Barbara (County) for animal services. The City's current contract with the County expires on June 30, 2022. Through that contract, the County has provided adoption and sheltering services within the City, as well as enforcing the provisions of the Lompoc Municipal Code (LMC) Title 6 (Animals). Over the past several months, staff met with the County, as well as other cities within the County who utilize them to provide animal services, to discuss upcoming cost increases and the County's full cost recovery plan.

On May 17, 2022, in anticipation of renewing the contract for Fiscal Year (FY) 2022-23, staff provided the City Council with the newly approved concept by the County called the five-year, Option C, plan adopted by the County Board of Supervisors on April 19, 2022. The City received the attached proposed Agreement from the County on June 13, 2022, and as anticipated, it reflects that plan. Option C phases out the County's general fund supplemental funding over the next five years but continues to offset costs with tobacco tax proceeds.

Discussion:

The Agreement includes a five-year fee structure for full animal control services, including sheltering, licensing, rabies control, and other requirements set forth in Title 6 of the LMC. The fee structure includes a 2.5% cost of living increase every year, as well as a phase-out of the County's general fund contributions over that 5-year period. For the initial period, FY 2022-23, the increase from the prior agreement totals \$5,560. Following is the fee table from the Agreement, which indicates the increases for each fiscal year:

Annual Amounts for Fiscal Years July 1, 2022 through June 30, 2027

	Fiscal Year	Annual Amount	Quarterly Invoices
Year 1	July 1, 2022- June 30, 2023	\$ 347,260	\$ 86,815
Year 2	July 1, 2023- June 30, 2024	\$ 361,644	\$ 90,411
Year 3	July 1, 2024- June 30, 2025	\$ 376,384	\$ 94,096
Year 4	July 1, 2025- June 30, 2026	\$ 391,496	\$ 97,874
Year 5	July 1, 2026- June 30, 2027	\$ 406,984	\$ 101,746

It is anticipated that following the expiration of the Agreement in June 2027, the County will implement a full cost recovery model with no further general fund subsidy. The City could then pay the County an estimated \$417,159, or more, for animal services. It is also possible that at that time the County may remove the tobacco tax subsidy, which would increase the City's costs even more.

Services Provided by the County under the Agreement

According to the proposed Agreement, the services to be provided by the County are the following:

Animal Sheltering: Including impound animals, humanely maintain impounded animals, and if necessary, euthanize animals in accordance with applicable law.

For animals originating in the City, the County shall provide the following animal care services: return to home and reunification of animals with owners, community safety net counseling and resource options to keep animals with their families, impoundment of stray animals, impoundment of protective custody animals, impoundment of dogs who pose a risk to public safety, sheltering services, boarding, enrichment, quarantine, veterinary services, euthanasia services, animal adoptions, foster program, disposal of dead animals, volunteer management, return-to-field services for cats and related administrative services.

Impounded animals will be vaccinated and provided necessary care, microchipping, food and shelter in accordance with the provisions of state law. The animal's picture will be posted on the Santa Barbara County Animal Services' website as soon as practicable to

assist the City's residents in reclaiming a missing pet. The owner or person entitled to the custody of any animal originating within the boundaries of the City and impounded at a County animal shelter can redeem such animal by paying applicable fees according to the SBCAS approved schedule of rates and fees accruing up to the time of such redemption.

Field Services: Including responding to calls for service; pick up of dead animals; capture and transportation of animals; emergency humane euthanasia of animal in the field as required to alleviate suffering; permit compliance and other inspections; pre-hearing investigation of nuisance complaints; post-nuisance hearing compliance checks; investigation of potential cases of animal abuse and mistreatment; investigation of potential animal nuisances; assistance with animal evacuations due to disaster or emergency; and similar or related field services.

Rabies Control: Including response and investigation of reported animal bite and intimate contact cases to establish that there is compliance with state mandated quarantine procedures. This includes a follow-up contact to verify the health of the animal after quarantine.

Vicious and Restricted Dogs Hearings: in accordance with the applicable LMC provisions.

Animal License and Permit Services: Including cat or dog licenses within the boundaries of the City and permit services for kennels, catteries, groomers, and mobile groomers within the boundaries of the City. (The County will retain all proceeds from permitting and licensing.)

Outstanding Concerns on the Agreement

There are several items of concern in the Agreement that staff is working with the County to clarify:

- 1) There is no mention in the Agreement of where the sheltering services are to be conducted. However, since the La Paws Shelter in Lompoc was deemed to be uninhabitable to animals (dogs in particular), it is assumed that the animals will continue to be transported to the Santa Maria shelter for the duration of the 5-year Agreement.
- 2) The Agreement states "The County, in its sole and exclusive discretion, shall determine the public and non-public hours of operation and the staffing of the County animal shelters." And, "The County, in its sole and exclusive discretion, shall determine the hours of operation for all field services and the order of priority in which these services will be provided."

Those provisions mean the County may reduce field service hours and reduce shelter hours, and the City must still pay the same quarterly fee to the County.

- 3) The 5-year Agreement allows for termination without cause by either party at any time by giving 90 days' notice. However, such termination by the City includes a penalty payment. While the contract language is unclear, it appears that the penalty charge would be the remaining balance of General Fund contribution which totals \$27,800 over five years. For instance, if the City terminated after the first year, the balance owed would be approximately \$22,240 – or \$5,560 per year of the Agreement.

Staff has asked the County whether the County is willing to revise the Agreement on the above items of concern. The County has not responded as of 11 a.m. on Wednesday, June 16, the time this staff report was finalized.

Minimum Requirements

California Health and Safety Code section 121690 provides the minimum requirements for local governments (see Attachment 2 for the full text). In summary, since the City is located in a rabies area¹, it "...shall maintain or provide for the maintenance of an animal shelter system and a rabies control program... [and] provide dog vaccination clinics, or arrange for dog vaccination at clinics operated by veterinary groups or associations, held at strategic locations throughout each city, city and county, or county. ..." (See Attachment 2 for the full text of Section 121690.)

Options for Going Forward

- 1) The City could continue to contract with the County for full-service animal control services as it has for the past 20-plus years; or
- 2) The City could contract with another provider for the same services; or
- 3) The City could provide full animal services on its own (this would require a study to be conducted to show the full cost and requirements of doing so) (the City of Carpinteria has chosen this model); or
- 4) The City could adopt a hybrid approach and contract with the County for sheltering services only while providing all other animal control services itself (the City of Santa Barbara has chosen this model); or
- 5) A combination of the above.

Further study is required to accomplish Options 2-5 as any of those would be a major change for the City. There may or may not be cost benefits, the full extent of which is unknown at this time. If the City Council wishes to explore any of Options 2 through 5, the City could execute the 5-year Agreement, evaluate Options 2 through 5 during the

¹ Santa Barbara County has been declared a rabies area.

first year, and then terminate the 5-year Agreement if the City Council chooses to pursue any of Options 2 through 5 at that time. A termination penalty must be paid, however.

Fiscal Impact:

As indicated above, the cost for Animal Control Services for FY 2022-23 is \$347,260. This equates to a 1.6% increase, or \$5,560, in year one of the 5 year phase in Option C proposal. Years 2 through 5 will have the same 1.6% increase plus a 2.5% CPI increase. The total cumulative increases over the next 5 years will be \$175,268, with a first year increase of \$5,560, and years 2 through 5 increasing between \$14,380 and \$15,486 per year.

Conclusion:

Execution of the Agreement with the County will allow the City's animal services to continue uninterrupted. The 90-day termination clause will allow ample time for staff to investigate other options as directed by the Council. The drawback in termination would be payment of the termination fee, unless the County agrees to remove that clause from the Agreement before it is signed.

Respectfully submitted,

Erin Keller, Senior Administrative Analyst

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL:

Dean Albro, City Manager

Attachments: 1) Agreement for Animal Control Services
2) Health and Safety Code Section 121690