



# AGENDA REPORT


**TO:** Jestin D. Johnson  
City Administrator

**FROM:** Emily Wood  
Director, Oakland Animal  
Services

**SUBJECT:** Cooperative Agreement with East Bay  
Regional Park District

**DATE:** June 20, 2024

City Administrator Approval

  
Jestin Johnson (Jul 18, 2024 14:08 PDT)

Date: Jul 18, 2024

## **RECOMMENDATION**

**Staff Recommends That The City Council Adopt A Resolution Authorizing The City Administrator To Enter Into The Cooperative Agreement Between The East Bay Regional Park District (EBRPD) And Local Animal Service Agencies To Protect And Remove Cats Found In The Habitats of Endangered Species In EBRPD Parks.**

## **EXECUTIVE SUMMARY**

The proposed resolution will authorize the City Administrator to enter into a Cooperative Agreement with the East Bay Regional Park District (EBRPD) for a five-year term to support humane trapping and safe relocation of cats found in the habitats of endangered species in EBRPD parks in Oakland.

The Agreement represents services already provided by Oakland Animal Services (OAS).

## **BACKGROUND / LEGISLATIVE HISTORY**

In December 2020, staff from Oakland Animal Services learned that staff from the East Bay Regional Park District (EBRPD) shot and killed several cats who were found in the habitats of endangered bird and mice species in the Martin Luther King Regional Shoreline, a 748-acre park, on the San Leandro Bay, with a main entrance at the intersection of Doolittle and Swan Way, in Oakland. Recognizing the responsibility of EBRPD to protect endangered species in their parks, and having an already established relocation program for cats funded through Friends of Oakland Animal Services (FOAS), OAS offered EBRPD support to remove and safely relocate cats from sensitive wildlife habitats. Further, OAS encouraged the collaboration of five government animal services agencies with EBRPD parks in their jurisdictions to partner with EBRPD to provide an alternative to lethal removal through humane trapping and safe relocation of the cats.

City Council  
July 30, 2024

Other partners to this Agreement are Berkeley Animal Care Services, Hayward Animal Services, Friends of the Alameda Animal Shelter, Tri-City Animal Shelter and Contra Costa Animal Services. OAS has informally partnered with EBRPD and the five animal services agencies and wishes through this Cooperative Agreement to formalize the collaboration in support of cats found in sensitive wildlife areas in EBRPD Parks.

Staff of OAS support the terms of the Cooperative Agreement for the following reasons:

- The Cooperative Agreement represents a meaningful, strategic, and ongoing partnership between EBRPD and the regional animal services agencies, providing the agencies the authority and access to intervene on behalf of cats when their removal is deemed necessary.
- EBRPD has enacted multiple safeguards to make lethal removal unnecessary, including requiring that EBRPD request intervention by the appropriate animal services agency, provide the necessary time for said agency to coordinate with cat caretakers, if any, and the agency's cat placement partners to undertake efforts to humanely trap and remove the cats. Additionally, EBRPD commits to management review of EBRPD staff determinations should efforts to safely trap and remove cats have failed.
- EBRPD recognizes that cats may be lost cats who may have owners searching for them. They also recognize that the removal of cats from the areas of concern are complicated, given the prevalence of marshlands and other natural obstacles to the trapping of cats, and recommends an exploration through our partnership of necessary tools, training, and identification of potential third-party entities that can assist when traditional trapping efforts fail.
- EBRPD addresses the core issue of animal abandonment that leads to the need for removal of cats from EBRPD parks by committing resources for enhanced signage, outreach, and community education.
- EBRPD is committing to full transparency regarding removal efforts, making EBRPD and its animal service agency partners publicly accountable for any actions taken.

## **ANALYSIS AND POLICY ALTERNATIVES**

The proposed resolution would align with the Citywide priorities of a holistic community safety and a responsive, trustworthy government.

While EBRPD has demonstrated a commitment to avoid lethal removal of cats from sensitive wildlife habitats in their parks, they ultimately have the responsibility to protect endangered species. Further, they lack the expertise and programs to humanely trap and relocate cats from their parks. Were OAS and the other animal services organizations in the region unwilling to partner with EBRPD, there would be a great likelihood of the need for lethal removal of cats from their parks.

### **FISCAL IMPACT**

There is no fiscal impact to the City associated with this Cooperative Agreement. OAS is able to support this Agreement in partnership with Friends of Oakland Animal Services, a nonprofit which is accepting funding from the East Bay Regional Park Foundation for a part-time staff member to manage this program.

### **PUBLIC OUTREACH / INTEREST**

In 2021, as the collaboration between EBRPD, OAS and other regional animal services agencies was being established, there were multiple community meetings related to the shootings and establishment of the agreement of the public agencies to partner to ensure the well-being of cats found in EBRPD parks. On an annual basis, EBRPD provides public reporting on the status the agreement and its successes.

### **COORDINATION**

Development of this report was coordinated with internal OAS staff, the Budget Bureau and Controller's Bureau in the Department of Finance, City Attorney's Office, and City Administrator's Office.

### **SUSTAINABLE OPPORTUNITIES**

***Economic:*** There are no economic, environmental or social equity opportunities associated with this report.

***Environmental:*** There are no economic, environmental or social equity opportunities associated with this report.

***Race & Equity:*** There are no race & equity considerations associated with this report.

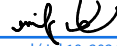
### **ACTION REQUESTED OF THE CITY COUNCIL**

Staff Recommends That The City Council Adopt A Resolution Authorizing The City Administrator To Enter Into The Cooperative Agreement Between The East Bay Regional Park District (EBRPD) And Local Animal Service Agencies To Protect and Remove Cats Found In The Habitats Of Endangered Species In EBRPD Parks.

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For questions regarding this report, please contact Emily Wood, Director, at (510) 535-5604.

Respectfully submitted,



emily wood (Jul 18, 2024 14:04 PDT)

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EMILY WOOD  
Director, Oakland Animal Services

**Attachments (1):**

**A. Cooperative Agreement**

**COOPERATIVE AGREEMENT  
BETWEEN THE EAST BAY REGIONAL PARK DISTRICT AND LOCAL ANIMAL SERVICE  
AGENCIES**

This Cooperative Agreement, hereinafter referred to as “AGREEMENT”, made and entered into on the 31<sup>st</sup> day of May 2024, by and between the East Bay Regional Park District, hereinafter referred to as "EBRPD" and local animal service agencies, collectively referred to as “ASAs”. The ASAs include the Berkeley Animal Care Services, Oakland Animal Services, Contra Costa County Animal Services, Hayward Animal Services, Fremont Animal Services/Tri-City Animal Shelter, and Friends of the Alameda Animal Shelter.

WITNESSETH

WHEREAS, EBRPD manages and restores habitat for endangered species that may be threatened by domestic free-roaming cats (*Felis catus*);

WHEREAS, EBRPD and the ASAs mutually desire to cooperate in removing free-roaming cats from sensitive habitat by trapping, impounding and determining the most humane outcome, and eliminating the need for EBRPD to use lethal control; and

WHEREAS, EBRPD and the ASAs shall also collaborate on public education efforts to reduce pet abandonment at regional parks; and

WHEREAS, as part of its Free-Roaming Cat Management Policy (Policy), EBRPD is committed to working collaboratively with ASAs and notifying the ASAs if there is a need for trapping of free-roaming cats in sensitive areas with a mutually agreed upon time period to allow for successful trapping efforts of cats for the purpose of impounding and determining the most humane outcome; and

WHEREAS, if trapping is unsuccessful and lethal removal is necessary as a last resort, EBRPD will allow for confirmation by an ASA designated individual of euthanasia method used in accordance with American Veterinary Medical Association euthanasia guidelines (AVMA 2020); and

NOW, THEREFORE, it is mutually agreed as follows:

SECTION I

EBRPD AGREES:

- (1) To schedule and lead quarterly meetings between EBRPD and ASAs;
- (2) To participate in interagency subcommittees including but not limited to those formed to develop materials for public education efforts, implement and modify a free-roaming cat trapping training program, and fulfill other needs related to this Agreement;
- (3) To provide public education about responsible cat ownership and the impact of community cats on sensitive wildlife areas through signage at each location, brochures and flyers;

**Cooperative Agreement  
EBRPD and Animal Service Agencies**

- (4) To allow ASA staff, community cat organizations, and volunteers on EBPRD property, after consultation with EBRPD and consistent with EBRPD policies and state and federal laws, for the purposes of contacting colony caretakers, observing cats and their movements, and installation of approved feeding stations for the purpose of trapping free-roaming cats for relocation;
- (5) To manage and collate information on the cats observed and trapped in regional parks;
- (6) If cats are found to be placing protected animals in danger, inform the ASAs to allow adequate time for trapping and removal efforts; and
- (7) In the event that trap and removal efforts have been unsuccessful and the ASAs have notified EBRPD staff of those results, then EBRPD will notify the ASAs of the plan for lethal control prior to the action; and
- (8) To allow for inspection following lethal control by an ASA designated individual to confirm adherence to AVMA euthanasia guidelines.

SECTION II

ASAs AGREE:

- (1) To commit necessary resources to be able to participate and engage in quarterly meetings and subcommittees;
- (2) To provide EBRPD with data summarizing trapping efforts, number and location of cats successfully trapped;
- (3) To consult with EBRPD prior to conducting trapping efforts in or near Regional Parks. This includes notifying EBRPD park staff and EBRPD Stewardship staff about temporary feeding stations prior to trapping and the location of remote cameras to identify individual cats;
- (4) To be the primary point of contact to engage cat colony caretakers to notify caretakers of the need to remove cats from sensitive habitats and to provide them with the opportunity to aid in trapping or removal efforts;
- (5) To contact Public Safety prior to trapping activities on Park District properties; and
- (6) To refrain from releasing cats trapped in or adjacent to parks within 0.5 miles of sensitive habitats as indicated in the Policy.

SECTION III

IT IS MUTUALLY AGREED AS FOLLOWS:

**Cooperative Agreement  
EBRPD and Animal Service Agencies**

(1) Both parties will commit to quarterly meetings (four meetings per year) to maintain continuity, relationships, and communication.

(2) This AGREEMENT may be amended or canceled by either party by providing thirty (30) days written notice to the other party.

(3) EBRPD agrees to indemnify and hold harmless ASAs, its, officers, agents, employees and assigns from and against any and all loss, damage, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees, based upon or otherwise arising out of the performance of the terms of this AGREEMENT save and except for those which are the result of the negligence and/or willful conduct of the ASAs, its officers, agents, employees or assigns.

(4) The ASAs agree to indemnify and hold harmless EBRPD, its Board of Directors, officers, agents, employees and assigns from and against any and all loss, damage, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees, from and against any loss, damage, liability, claims, suits, costs and expenses or other claim for damages based upon or otherwise arising out of the performance of the ASAs' obligations under this AGREEMENT save and except for those which are the result of the negligence and/or willful conduct of EBRPD, its Board of Directors, officers, agents, employees or assigns.

(5) This AGREEMENT shall be effective for five years from the signed date above ("Initial Term"). The AGREEMENT must be reviewed and re-signed following the Initial Term.

(6) This AGREEMENT contains the entire agreement between the parties with regard to matters described in this AGREEMENT and supersedes all prior agreements, whether written or oral, between the parties with respect to such subject matter.

(7) This AGREEMENT shall be interpreted and enforced under the laws of the State of California.

(8) If any provision or provisions of this AGREEMENT shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized as of the day, month, and year first hereinabove written

ANIMAL SERVICE AGENCIES

EAST BAY REGIONAL PARK DISTRICT

By \_\_\_\_\_  
(Signature of Authorized Representative)

By \_\_\_\_\_  
(Signature of Authorized Representative)

**Cooperative Agreement  
EBRPD and Animal Service Agencies**

**TBD**

(Print Name of Authorized Representative)

**TBD**

(Print Name of Authorized Representative)

Title: **TBD**

Title: General Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_