

Animal Services Revisited: A City Asleep at the Wheel

SUMMARY

A citizen complaint prompted the 2025-2026 Sonoma County Civil Grand Jury (Grand Jury) to revisit issues raised in the 2024-2025 Grand Jury Animal Services report (2024-2025 report) concerning sub-standard performance by North Bay Animal Services (NBAS); underfunding and lax oversight by the City of Petaluma (City) as contributing factors to NBAS's non-compliance with its Professional Services Agreement (contract); and the need for a suitable county-wide governance system to ensure uniformly humane, legally compliant, and cost-effective animal services for the benefit of all Sonoma County residents. ([Download the 2024-2025 Grand Jury Animal Services report here](#)).

Of particular concern was newly acquired evidence that neither NBAS nor the City were adhering to bite incident protocols required by Petaluma Municipal Code (PMC) § 9.24 which regulates abatement of risks to public safety created by dangerous animals. ([View Title 9 Animal Regulations of the Petaluma Municipal Code here](#)).

The scope of the investigation narrowed on March 2, 2026, when the City of Petaluma terminated its contract with NBAS in response to the agency's highly publicized February 8th exit from management of the Clearlake shelter. This action threw Petaluma and other cities with NBAS contracts into crisis mode as they scrambled to identify alternative providers.

The Grand Jury acknowledges that the contract termination was a crisis response to community pressure but views it as a preventable situation had the City Manager's Office (CMO) provided effective NBAS oversight and required contract compliance.

The Grand Jury found that oversight and compliance issues existed for at least the past three years. The CMO neglected to formally demand compliance with reporting

requirements or act on contract defaults by replacing the agency through a measured process.

The Grand Jury observed a similar disregard for orderly, legally compliant performance on the part of the CMO in its handling of the NBAS termination and replacement, and its failure to enforce Municipal Code § 9.24 for abatement of risks to the public by dangerous animals.

This report describes the Petaluma City Charter ([View the Petaluma City Charter here](#)) and Petaluma Municipal Code (PMC) ([View the Petaluma Municipal Code here](#)) which govern the City of Petaluma's actions or inactions. The report also explains where the City of Petaluma's actions and/or inactions departed from its legal mandates.

Whereas the City Charter requires the City Council to act by resolution or ordinance after a recorded majority vote of the members, the Grand Jury found that the CMO has been given almost limitless discretion to manage Petaluma Animal Services and commit public funds as it sees fit without a City Council ordinance or resolution.

The Grand Jury also determined that the CMO has failed its duty under the City Charter to enforce the City's laws contained in PMC § 9.24 to mitigate public risk from dangerous and potentially dangerous animals.

Based on its investigation, the Grand Jury concluded that inadequate CMO oversight of the NBAS contract resulted in significant negative outcomes for Petaluma animals and residents. Ignoring NBAS's non-compliance with PMC § 9.24 put public health and safety at risk and violated due process rights of animal owners and victims.

Observing the process for termination and replacement of NBAS, the Grand Jury concluded that the authority granted to the CMO exceeds that allowed by the City Charter and usurps the authority and accountability of the City's elected officials. Apart from adoption of the annual budget and a statement of goals and priorities, the City Council Members elected by Petaluma citizens have ceded their authority to appointed

administrative officers who function without accountability to the voters. To a large extent, the voice of the ballot box has been silenced.

BACKGROUND

Renewed citizen concerns prompted the Grand Jury to revisit issues raised in the 2024-2025 Grand Jury Animal Services report including:

- Non-compliance by North Bay Animal Services (NBAS) with its Petaluma contract ([View Professional Services Agreement \(Contract\) here](#));
- Underfunding and lax city oversight as contributing factors to persistent NBAS non-compliance;
- The need for a suitable county-wide governance system to ensure uniformly humane, legally compliant, and cost-effective animal services for the benefit of all Sonoma County residents.

Of particular concern to the Grand Jury were new allegations it received of NBAS's non-compliance with PMC § 9.24 which regulates abatement of risks posed to the public by dangerous dogs and establishes specific protocols for animal bite investigations and reporting.

Abruptly Changing Circumstances

On January 30, 2026, the Grand Jury visited NBAS at the Petaluma Municipal Shelter and met with the NBAS Director. Jurors found shelter conditions significantly improved by the City's investment in long-deferred maintenance, including repair of the leaking roof and extensive upgrades to the failed HVAC system. The shelter was uncrowded and animals appeared to be receiving adequate food and care.

These improvements, however, did not extend to the organization's management structure or transparency. The Grand Jury received no response from NBAS to its request for documents. Nor did NBAS provide complete information on its management of bite incidents that the Grand Jury requested from the City of Petaluma through a Public Records Act request.

Financial reports and annual audits were not submitted to the City as required by the contract. Review of NBAS's audits and IRS 990 filings by the Grand Jury found the agency to be operating in the red and at risk of financial failure.

Issues of NBAS contract non-compliance became moot on March 2, 2026, when the Petaluma City Council directed the CMO to terminate the NBAS contract, effective March 31, 2026.

The impetus for the abrupt contract termination was public outrage fueled by media coverage of starved, maltreated animals left behind by NBAS at the Clearlake Shelter when its contract ended on February 8, 2026. However, based on issues identified in the 2024-2025 Grand Jury Report and NBAS's refusal to cooperate with a consultant hired by the City of Petaluma to address these issues, the CMO had already begun work on a Request for Proposals (RFP) for animal control and management of the municipal shelter to commence at the conclusion of the NBAS contract on July 31, 2026.

The precipitous termination of the NBAS contract threw Petaluma into crisis management mode. Instead of a systematic bidding process, the CMO was faced with negotiating services from an emergency position. Cloverdale, Windsor, and Sebastopol also contracted with NBAS for shelter services at the Petaluma shelter. Like Petaluma, they were left scrambling to secure alternatives. The most likely provider, Sonoma County Animal Services (SCAS), required prior approval by the Board of Supervisors before assuming new contracts, preventing them from being immediately available.

METHODOLOGY

This investigation focused on the City of Petaluma's management of animal services. The Grand Jury visited NBAS at the Petaluma shelter, conducted multiple interviews, observed Petaluma City Council proceedings and reviewed available documents, including the Petaluma Municipal Charter and Municipal Code, the NBAS contract, preliminary bids and communications related to the termination of the NBAS contract,

and the Professional Services Agreement with Marin Humane Society for transitional services through June 30, 2026.

DISCUSSION

Crisis or Consequence?

While the Grand Jury recognized the political urgency driving the NBAS contract termination by the City of Petaluma, it was hard not to view the situation as the culmination of years of underfunding and dereliction of contract oversight responsibilities by all the cities that contracted with NBAS to shelter animals at the Petaluma Municipal Shelter. Each city is responsible for its own animal regulation, care and rabies control. There is no higher level of authority to intervene when problems arise. Likewise, there is no state or county regulation requiring inspection of shelters. The County and cities have discussed creating a body that would provide County-wide oversight and the Grand Jury encourages them to continue this pursuit of a cost-effective solution.

From the privileged perspective of hindsight, the Grand Jury viewed the current crisis as largely preventable had the CMO provided effective contract oversight. Instead of adequately monitoring NBAS's performance, addressing issues in a timely manner, and exercising the contract default clause when and if this became necessary, unacceptable performance had been allowed to exist and escalate for at least the past three years.

On August 1, 2018, the City entered into a contract with NBAS for animal services, which was amended to extend through July 31, 2026. The contract required NBAS to meet on a regular basis with the City's Animal Services Advisory Committee. On June 20, 2022, the City Council passed Resolution No. 2022-111 N.C.S. to disband the Petaluma Animal Services Advisory Committee ([View Resolution 2022-111 N.C.S. here](#)). The Resolution specifically directed the CMO to provide the City Council with bi-annual NBAS reports, the annual audit report, and responses to Public Records Act

requests. The CMO failed to secure NBAS bi-annual reports and had no Annual Audits for 2023 and 2024 until they were completed in December 2025.

Section 21 (A) of the NBAS contract required it to “provide a written mid-year and an annual comprehensive report to the City Manager with all the information necessary for the City Council to determine the quantity and quality of all work and the quantity and effectiveness of the contractor’s fundraising efforts in a form specified by the City Manager”.

There were no specific metrics for performance reporting included in the NBAS contract. Such reports might be expected to include:

- Shelter statistics including average daily occupancy of shelter, length of stay, live release rate, adoption rate, and euthanasia rate.
- Evidence of systematic documentation of animal ownership, and medical records detailing veterinary care and timely sterilization, both routine and rabies vaccinations.
- Bite incident reports and licensing data to demonstrate NBAS compliance with the PMC Title 9 regulations for enforcement of dog licensing as part of state-mandated rabies control and PMC § 9.24 for management of dangerous and potentially dangerous animals.
- In the case of a non-governmental provider, sufficient organizational and financial information to ensure the integrity of financial management, and continued solvency of an agency to which the City delegates state mandated responsibilities for public health and safety and the humane care of animals within its jurisdiction.

Based on the Grand Jury’s investigation, no reports pursuant to Section 21 (A) were directly provided to the CMO. NBAS did post comprehensive shelter statistics and financial reports for 2018 and 2019 on their website. However, subsequent reports were not posted for 2020 through 2025. The City had the authority under the contract to demand the required reports and to invoke the contract’s default clause if the

information was not forthcoming. The default clause enabled the City Council to terminate NBAS's services for cause on a specified date, or for convenience with 90-days-notice. To comply with the City Charter and past practices, either action would have required a resolution adopted by a recorded vote.

To the Grand Jury's knowledge, the City did not make a formal demand for the required reporting nor did the City invoke the default clause prior to March 2, 2026.

As a result of Resolution 2022-111 N.C.S., the CMO had an official mandate from the City Council to provide it with regular updates on NBAS and any Public Records Act requests. There was no evidence provided to the Grand Jury to indicate that any updates were provided.

Foreseeable Consequences of Inadequate Oversight of NBAS

As the Grand Jury reported last year, the consequences of the failures of NBAS and the CMO to the animals were severe. Had the CMO enforced the provisions of the NBAS contract, the substandard shelter conditions and lack of veterinary care for foster and adoptive families, specifically sterilizations, could have been alleviated or possibly avoided. Public health and safety were compromised by NBAS's failure to provide timely rabies vaccinations, enforce state licensing laws to maintain that protection, and implement PMC protocols for management of bite incidents.

Among the greatest concerns for the 2025-2026 Grand Jury was NBAS's non-compliance with the State and Petaluma City Code requirements for the designated animal control officer to enforce dog licensing and comply with protocols for management of dangerous dogs.

Dog licensing is mandated by the State of California Health and Safety Code § 121690 (a) and (e) to ensure current rabies vaccinations ([View the State of California Health and Safety Code HSC § 121690 here](#)). Owners are required to vaccinate and license dogs over four months of age and each government jurisdiction is required to enforce

licensing. As reported in the 2024-2025 report and demonstrated by SCAS and the areas it serves, this can be readily accomplished by using an online license management program such as DocuPet.

Achieving high license rates reflects public protection from a fatal disease that is endemic in every California county. Licensing fees support related animal care such as low-cost vaccinations and spay/neuter programs for population control.

Petaluma Municipal Code § 9.24 details protocols for management of dangerous and potentially dangerous animals through standardized reporting of bite incidents and referral for administrative hearings to formally establish abatement conditions. These protocols are not recommendations. The laws that protect the property rights of dog owners, also should provide redress to bite victims, and protect public health and safety.

Management of Dangerous and Potentially Dangerous Dogs

The 2024-2025 Grand Jury requested an explanation of how NBAS handled its estimated 350-370 annual dog bite calls. The only response was that many incidents do not rise to the level of requiring a report. No information was provided about the number and management of incidents in which a dog was determined to be *dangerous or potentially dangerous*, as defined by the PMC § 9.24.020.

In response to extensive documentation provided by a bite victim, the 2025-2026 Grand Jury reviewed PMC § 9.24 which addresses regulation of *dangerous and potentially dangerous dogs*. The Grand Jury confirmed the victim's allegations of non-compliant enforcement of the Code and identified ways the City might better protect its residents and their animals by:

- Enforcing existing reporting, abatement and administrative hearing procedures;
and

- Amending the PMC: 1) to require an independent hearing officer, and 2) provide public notice of administrative hearings and opportunities for input by those who have standing as victims of a dangerous animal.

Enforcing Established Reporting, Abatement and Administrative Hearing Procedures

Consistent with California Food and Agricultural Code § 31683, PMC § 9.24.020 defines *dangerous and potentially dangerous dogs* according to observable behavior, injury caused, and the number of incidents involving aggressive behavior. ([View California Food and Agricultural Code § 31683 here.](#))

PMC § 9.24.030 dictates the investigation procedures that are to be followed when the animal control officer (ACO) investigates an assault and assesses the animal to be dangerous or potentially dangerous. These procedures require the ACO to:

- File a report, signed under penalty of perjury and to be permanently retained.
- Append statements of witnesses, victims, and the animal owner, signed under penalty of perjury.
- Provide the owner with a provisional abatement order requiring reasonable conditions pending an administrative hearing.
- Petition the hearing officer for an administrative hearing to be conducted following procedures of PMC § 9.24.040. Following the presentation of evidence, the hearing officer may find that the animal is dangerous or potentially dangerous and order the abatement of the nuisance created by the animal by imposing certain conditions (abatement conditions).

Based on incomplete responses to the Grand Jury's public records request for bite incident reports, and on interviews with the CMO, the City Attorney, and NBAS, the Grand Jury confirmed the complainants' allegations that abatement procedures required by the PMC have not been followed.

The Grand Jury also confirmed that despite evidence provided to the CMO by a bite victim documenting repeated attacks by the same dog, no action was taken by NBAS and the dog remained in the care of the owner.

The PMC also requires that reports of dog bite incidents be filed and permanently retained. However, it is silent on where and by whom these records are to be retained. The City Clerk responded to the Grand Jury's public records request stating that the City does not keep the requested records, but that they would be requested from NBAS. The City Clerk forwarded the partial response received from NBAS. It was limited to 2023 ACO field reports. The forwarded documents did not include signed statements by victims, witnesses, and dog owners, nor any documentation of administrative hearings. It is unclear whether additional records exist.

The Grand Jury received evidence that, rather than providing dog owners with a provisional abatement order pending an administrative hearing, NBAS had created a "Waiver of Administrative Hearing" to be signed by the animal owner with abatement conditions specified. However, no such waiver is referenced in the PMC and no examples of this unofficial waiver were among the documents received in response to the Public Records Act request.

The CMO, City Attorney, and NBAS confirmed that no administrative hearings had been held to establish abatement conditions, even when personal injury had occurred.

NBAS also confirmed that it has not tracked compliance with abatement conditions or kept records to ensure that conditions are being fulfilled for dogs that have been determined to be *dangerous or potentially dangerous* as defined by the PMC based on behavioral assessments. Had NBAS tracked and ensured compliance with risk abatement conditions, NBAS and the CMO may have been able to avoid multiple assaults by the same animal.

The City Attorney suggested that a bite victim could seek relief in court by filing a civil action against the dog owner or filing a complaint with the City. However, the CMO has no system to document, respond to and retain records of citizen complaints.

The Grand Jury concluded that lax and non-compliant enforcement of the PMC has undermined the objective of protecting public health and safety and has deprived both animal owners and victims of due process.

Contradictions and Omissions in the Petaluma Municipal Code

The Grand Jury reviewed the animal-related codes of Sonoma County and cities in the NBAS service area. While these documents vary, as is permitted under the state law, the PMC appears to differ from most others in two important ways: 1) It fails to require appointment of an independent administrative hearing officer; and 2) it fails to require public access to hearings and establish standing for victims to testify.

1. Appointment of an Independent Hearing Officer

PMC § 1.16.060 directs the City Manager to designate Administrative Hearing Officers who shall conduct any hearings on contests to administrative citations.

PMC § 9.24.020 (E) defines “Hearing Officer” as the manager of animal services or his/her designee. This definition appears to usurp the city manager’s authority to designate administrative hearing officers for abatement of risks posed by dangerous dogs. Moreover, when taken together with PMC § 9.24.030, this means that the animal control manager is both making the initial determination as to whether probable cause exists that a dog is dangerous or potentially dangerous and then reviewing that decision by acting as the hearing officer in the administrative hearing. By allowing the animal services manager to serve in both capacities, there is an inherent risk of bias and falls short of meeting due process requirements. Residents are entitled to independent review of their concerns. “[C]ombining the roles of advocate and adjudicator in a single

person...violates due process under the Fourteenth Amendment and the California Constitution Article I, § 7.” (*California DUI Lawyers Assn. v. Department of Motor Vehicles* (2022) 77 Cal. App. 5th 517, 532.)

2. *Providing the Public with Access and Victims Standing to Bear Witness*

When behavioral assessment by an animal control officer has determined that a dog is *dangerous or potentially dangerous*, victims, witnesses, and other members of the public have an interest in ensuring that effective abatement conditions are established and that they are monitored to ensure compliance.

Unlike the Sonoma County Code and those of some of the other cities, the PMC does not require public notice of risk abatement hearing for dangerous animals. Nor does it permit victims to request an administrative hearing, proffer evidence, and/or appeal a decision that they believe falls short of mitigating future risks to the public. These omissions compromise the effectiveness of a process intended to protect public health and safety and the rights of all parties.

Change Happens but Process Matters

On March 2, 2026, the Petaluma City Council reviewed the CMO’s recommendation regarding animal services and directed that the contract with NBAS be terminated. Jurors observed the March 2nd council meeting and reviewed the CMO staff report and preliminary bids provided by the Humane Society of Sonoma County (HSSC) for shelter care and Sonoma County Animal Services (SCAS) for animal regulation. These bids appear to have been solicited without public notice.

Based on the February 20 date on the SCAS bid, it was evident that the CMO was preparing to respond to public pressure by terminating the NBAS contract. The Grand Jury watched the process with concern and bemusement over what appeared to include significant departures from procedures dictated by the Petaluma City Charter and state law for the reasons explained further below.

Petaluma City Governance

California cities are governed either under general state law or by laws that have been codified and approved by the voters as a city charter. Voters adopted the first Petaluma City Charter on March 8, 1911. The current version was adopted on November 5, 1996.

The Charter, together with the PMC, set forth local laws applicable to the city's residents and governing bodies. The Ralph M. Brown Act stipulates requirements for transparency in how public entities, including the city council, school boards, and special districts conduct their business.

The Charter describes Petaluma's governing council as comprising the mayor and six councilmen who are elected by the voters for four-year terms. It establishes the council as the city's governing body and states that the council shall appoint a city attorney to provide legal services, as needed, and a city manager who "...shall be responsible to the council for the efficient administration of all affairs of the city".

While many duties of the city manager are like those of a corporate CEO, there is a primary difference. A corporate CEO reports to a board of directors whose primary objective is to maximize shareholder profits. The city manager reports to an elected council that is accountable to the voters and whose job is to provide services and manage the citizens through enforcement of the city's municipal code and other applicable laws. The buck stops with the City Council, not the CMO or the City Attorney.

Primary among the City Manager's responsibilities are to ensure enforcement of applicable laws and "to recommend to the council for adoption such measures and ordinances as he may deem necessary or expedient". The council has the authority to accept or reject such recommendations.

The Petaluma City Charter, Article VII § 40 and § 41 dictate that "the council shall act only by ordinance or resolution and that ...ayes and noes shall be recorded in a journal of the proceedings". Other sections specify the wording of resolutions and how they may be enacted, amended, or rescinded by subsequent resolutions. A monetary

threshold is set for when an expenditure or commitment of public assets requires an ordinance.

Expediency Trumps Process

On March 2, 2026, Council Members directed staff to terminate the contract with NBAS on less than 30-days-notice with no formal vote or resolution and no plan in place for transitional management beyond the preliminary bids received from SCAS and HSSC.

The combined SCAS and HSSC cost estimates for animal regulation and shelter management were more than double what had been previously budgeted for animal services, yet no ordinance was proposed to authorize the additional expenditure.

The SCAS bid was dated February 20, 2026. It carried an admonition that it was not to be released until all bids had been received and a contract signed, yet it was revealed at the March 2nd City Council meeting even as CMO staff spoke with Marin Humane Society about the possibility of receiving a competing bid.

While the City has guidelines for securing bids for goods and construction, there is no such direction for acquiring bids for professional services.

Justifications for the Petaluma contract termination included: 1) NBAS refusal to cooperate and provide documents to the City's Animal Welfare Consultant; 2) NBAS failure to provide required reports since 2022; and 3) NBAS failure to notify the City when it extended services to other jurisdictions.

NBAS had, in fact, notified the CMO of its services to other cities in its 2019 annual report. While serious, the reporting defaults were not new news. Under the default clause of the NBAS contract, the CMO could have exercised its authority to terminate the contract in a more measured manner at any time since reporting ceased, thus averting the current crisis.

The CMO staff report proposed three possible actions by the City Council:

- Option 1: Continue with NBAS and immediately release the RFP for a new animal services provider.
- Option 2: Terminate the contract on a specified date, close the shelter for 2-4 weeks, and identify a new animal services provider.
- Option 3: Permanently close the Municipal Shelter and identify other means to care for Petaluma animals.

After lengthy discussion among staff and council members, the mayor directed the CMO to proceed with Option 2 without a recorded vote. The direction to terminate NBAS was clear, but the termination would be made with no plan in place for a successor. The choice of a service provider was left to the CMO's discretion. No formal vote was taken. No resolution was proposed to terminate a contract that was entered into by resolution in 2018 and amended by a second resolution in 2020. Likewise, no ordinance was proposed to rescind the NBAS lease for use of the shelter.

Follow up

Contrary to the Petaluma City Charter's seemingly explicit requirement of a resolution to rescind the NBAS contract and lease ordinance, the CMO terminated both agreements in a letter to NBAS dated March 4, 2026. In accordance with the default clause in the NBAS contract, the letter specified an end date of March 31, 2026.

On March 23, 2026, the CMO accepted a new bid from Marin Humane Society for animal shelter management and animal control. The limited scope of services covered a transition period from March 23 through April 27 to be billed on the basis of services provided. The Professional Services Agreement covered service from March 23 through June 30 at a cost not to exceed \$125,000.

When the Grand Jury questioned whether further discussion or action by the city council would be on an upcoming agenda, the CMO represented that it had been given direction and *...had all the authority needed to proceed*. When the Grand Jury

questioned the lack of resolutions or ordinances described in the Petaluma City Charter, it was advised that the Charter only applies to the city council.

Conclusion

Based on its investigation, the Grand Jury found that inadequate oversight of the NBAS contract resulted in significant negative outcomes for animals and Petaluma residents. Ignoring NBAS non-compliance with PMC § 9.24 put public health and safety at risk and violated the due process rights of animal owners and victims.

Observing the process for termination and replacement of NBAS, the Grand Jury concluded that the authority granted to the CMO exceeds that allowed by the City Charter and usurps the authority and accountability of the City's elected officials. Apart from adoption of the annual budget and a statement of goals and priorities, the City Council Members elected by Petaluma citizens have ceded their authority to appointed administrative officers who function without the same level of accountability to voters. The voice of the ballot box has been largely silenced.

FINDINGS

F1. Apart from approving the annual budget and statement of goals and priorities, the Petaluma City Council has largely delegated its governing authority over Animal Services to the City Manager. This allows the City Manager to take actions that are not authorized by a recorded vote of the council members and diminishes the Council's accountability to the City's voters.

F2. By allowing NBAS to default on reporting requirements, the City Manager's Office was unable to effectively evaluate NBAS's performance and provide the bi-annual reports to the City Council as required by Resolution No. 2022-111 N.C.S.

F3. The City Manager's Office neglected to monitor NBAS's enforcement of Petaluma Municipal Code requirements for dog licensing for rabies control and for abatement of the risks posed by dangerous dogs, which created risks to public health and safety.

F4. By failing to develop a system to document and respond to citizen complaints, the City Manager's Office lost opportunities to receive and respond to community input.

F5. The City Manager's Office failed its fiduciary responsibility to review the financial stability of NBAS. This increased the risk that Petaluma and other cities that depended upon NBAS would be left without animal services they depended on for the health and safety of animals and residents.

F6. No state or county authority exists for periodic inspection of animal shelters and regulatory oversight of animal services to ensure humane conditions for animals. This enabled NBAS to contract for services with multiple cities while lacking either the funding or organizational structure to meet professional standards for shelter care and conform with state and municipal laws for rabies control and abatement of risks from dangerous animals.

F7. Petaluma Municipal Code § 9.24.020 (D) defines "hearing officer" as the manager of animal services or his/her designee. This not only appears to usurp the City Manager's responsibility stated in Petaluma Municipal Code § 1.16.060 to appoint administrative hearing officers, it may also deprive all parties of their due process rights to be heard before an independent hearing officer.

F8. The City of Petaluma failed to collect and retain documentation of dog bite incidents. Victims were unable to obtain this information for further action and the City of Petaluma was unable to evaluate Animal Control provider's compliance with Petaluma Municipal Code § 9.24.030 (A) (1).

RECOMMENDATIONS

The 2025-2026 Sonoma County Civil Grand Jury recommends that:

R1. By September 7, 2026, the City Council shall direct the City Attorney to prepare and present, for City Council adoption, no later than October 5, 2026, a resolution

establishing parameters and dollar thresholds for actions within the City Manager's purview and specifying those requiring City Council action by resolution or ordinance in accordance with the Petaluma City Charter.

R2. By September 7, 2026, the City Council shall direct the City Manager's Office to prepare and present to the City Council for adoption, no later than October 5, 2026, a resolution to establish how and at what intervals the City Manager's Office will update the City Council on any Animal Services matters including bite reports, its oversight of any animal services contracts, and related citizen complaints.

R3. By September 7, 2026, the City Council shall direct the City Attorney to review and propose amendments to Petaluma City Code § 1.16.060 and/or § 9.24.020 (E) by January 4, 2027 regarding the assignment of independent administrative hearing officers in hearings held pursuant to § 9.24.040 regarding abatement conditions for dangerous or potentially dangerous dogs to ensure that due process requirements are being met.

R4. By September 7, 2026, the City Council shall direct the City Attorney to review and propose amendments to Petaluma City Code § 9.24.030 (A) (1) by January 4, 2027 to address the retention policy for copies of reports and documentation required by this Section.

R5. By September 7, 2026, the City Council shall direct the City Attorney to review and propose amendments to Petaluma City Code § 1.16.060 and/or § 9.24.020 (E) by January 4, 2027 regarding the rights of victims to request, participate in, and present evidence in a hearing pursuant to § 9.24.040 regarding abatement conditions for dangerous or potentially dangerous dogs.

R6. By September 7, 2026, the City Council shall direct the City Manager's Office to secure a contract with a pet licensing and registration platform such as DocuPet, the provider of choice for dog license management by Sonoma County and the Cities of Santa Rosa, Rohnert Park, and Healdsburg by October 5, 2026 to optimize compliance

with California Health and Safety Code 121690 requiring dog licensing as the vehicle for ensuring current rabies vaccination.

R7. By September 7, 2026, the City Council shall direct the City Manager's Office to actively pursue, with other willing municipalities and Sonoma County, the establishment of a mutually agreeable form of county-wide governance for animal control and shelter care and provide quarterly progress updates to the City Council commencing November 2, 2026.

R8. By September 1, 2026, the Sonoma County Board of Supervisors shall support previously endorsed efforts by the Department of Health Services to convene willing partners from Sonoma County cities to develop a county-wide system of uniformly humane, legally compliant, and cost-effective animal services, including centralized license management for the county's dogs.

R9. By September 7, 2026 the City Council shall direct the City Manager's Office to develop and implement a system no later than January 4, 2027 to document citizen complaints, assign responsibility for responding, and record actions taken. This documentation should be maintained in accordance with the records retention policy.

REQUIRED RESPONSES

Pursuant to Penal Code § 933.05, the Civil Grand Jury requires responses as follows within 90 days:

The Petaluma City Council: respond to F1-F8 and R1-R7, R9.

The Sonoma County Board of Supervisors: respond to F6 and R8.

APPENDICES

Appendix 1

Key Animal Services Activities Timeline

Date	Description	Resolution or identifying #
June 18, 2018	City Manager authorized to execute Professional Services Agreement with North Bay Animal Services; 8/1/2018 – 7/31/2020.	By adopting resolution <u>2018-110 N.C.S.</u>
July 20, 2020	City Manager authorized to approve amendment to Professional Services Agreement with North Bay Animal Services; extended through 7/31/2026 + option to extend through 7/31/2029.	By adopting resolution <u>2020-121 N.C.S.</u>
June 20, 2022	Animal Services Advisory Committee, established by Resolution 98-126 N.C.S. on June 22, 1998, was eliminated with an amendment for staff to bring the North Bay Animal Services Annual Report before the Council as a new business item.	By adopting resolution <u>2022-111 N.C.S.</u>
June 13, 2025	2024-25 Sonoma County Civil Grand Jury report “Animal Services in Sonoma County” published.	n/a
August 7, 2025	North Bay Animal Services contract with City of Clearlake terminated with 60-day notice given; actual termination date was February 8, 2026.	n/a
September 8, 2025	City Council authorizes City’s response to the 2024-2025 Grand Jury report.	By adopting resolution <u>2025-133 N.C.S.</u>
September 11, 2025	City enters into Professional Services Agreement for consulting services to address compliance challenges at NBAS as detailed in the Sonoma County Civil Grand Jury Report.	No recorded vote No resolution proposed

Date	Description	Resolution or identifying #
March 2, 2026	City Council meeting to review CMO recommendations. Mayor directs CMO to terminate NBAS contract.	No recorded vote No resolution proposed
March 4, 2026	City Manager sends termination letter for services and lease agreement to North Bay Animal Services effective March 31, 2026.	No recorded vote, no resolution, no ordinance to terminate lease.
March 23, 2026	City Manager signs interim agreement with Marin Humane Society.	No recorded vote No resolution proposed No ordinance to expend public funds



Artist Patrick Amiot—Junk Art

Grand Jury reports do not identify individuals interviewed. Penal Code § 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.