

# ***Fit To Be Tied!***

## ***Why Are So Many Dogs Running Wild in San Diego Parks?***

### ***SUMMARY***

The Grand Jury investigated the City of San Diego (City) Parks & Recreation Department's administration of leash-law enforcement under the "Agreement Between the City of San Diego and the San Diego Humane Society to Provide Animal Services" (Agreement), to ensure that "Contractor shall at all times faithfully and competently perform all tasks described therein."<sup>1</sup>

Leash laws exist to protect the public and other dogs from injury or attack and to prevent uncontrolled contact between animals and humans. The integrity of leash laws relies on consistent and evenhanded enforcement practices, including due process and fair, easy-to-understand penalties for violations. Visitors to City parks have a right to use public spaces without worrying that a loose dog may infringe on their enjoyment.

This report details several aspects of the City's oversight of leash-law enforcement by the San Diego Humane Society (SDHS); four of which are:

- 1) Failure to ensure required minimum number of four Park Officers on duty in the Park Officer Program;
- 2) Lack of adequate records for leash-law citations;
- 3) Lack of adequate oversight of field service performance for different contractually defined response priority levels; and
- 4) Failure to provide effective and consistent park signage for leash-law enforcement.

The Grand Jury recommends the City take several actions to improve leash-law enforcement, including:

- 1) Ensuring a minimum of four Park Patrol Officers in the City, dedicated to leash-law enforcement in City Parks and joint use areas;
- 2) Accounting for the drop in citation issuance and failure to meet response time requirements;

- 3) Standardizing park signage to include Municipal Code title and violation amounts; and
- 4) Developing a system for frequent performance evaluations of SDHS leash-enforcement activities.

These recommendations are intended to enhance public safety for ALL park users, including dogs and their owners—and preserve the park environment.

## ***BACKGROUND***

Around noon on Friday, December 13, 2024, while walking with his four-year-old son in Mesa Viking Park in the City, a 25-year-old man was brutally mauled and killed by his three XL Bully Dogs. A nearby elementary school went into lock-down. Eyewitness accounts cited in the Police Report filed by San Diego Police Department (SDPD), as well as SDPD Dispatch call-logs, reported the dogs were off-leash at the time of the attack.<sup>2</sup> Local media also reported that the victim was walking his dogs off leash.<sup>3</sup>

In discussion with Animal Enforcement officials, the Grand Jury learned that in August of last year, the San Diego City Attorney received a lawsuit filed by a woman in Pacific Beach who was allegedly assaulted after recording the license plate of a beachgoer with an unrestrained dog.

San Diego covers more than 342 square miles of land and over 70 miles of coastline<sup>4</sup>. Visit any of San Diego's more than 400 parks, and one is likely to see park-goers running their dogs off leash, in violation of existing laws. Despite 18 designated "Off-Leash areas" in the City—including two dog beaches for our four-legged friends to freely roam<sup>5</sup>—it is clear the problem of dog owners using the parks as free-wheeling dog-runs is pervasive and jeopardizes public health, safety, and welfare.

California's leash laws vary by county and city. Regulatory authority and responsibility fall on local governments—cities and counties—to pass their own leash-law regulations and to ensure compliance and enforcement.<sup>6</sup> In the City of San Diego, the Agreement calls for enforcement of the San Diego Municipal Code: "Citing dog owners who violate the rules and regulations

associated with off-leash dogs in areas not designated for that activity as per San Diego Municipal Code (SDMC).”<sup>7</sup>

However, the City enforces its own Municipal Code by adopting the animal regulations of the San Diego County (County) Code by reference, except where there is conflict, in which case the Municipal Code provisions prevail.<sup>8</sup>

Violation of animal control laws may impose strict criminal liability. Additionally, California courts have held that violating a City ordinance forbidding owners to allow unleashed dogs to roam loose is considered negligence per se.”<sup>9</sup>

Without fair and evenly applied enforcement practices, including due process and easy-to-understand penalties for violations, leash laws become irrelevant and offer the public scant protection. In short, leash laws exist to protect us and our pets from possible injury or attack and prevent transmission of diseases such as Rabies, Canine Parvovirus, and Distemper.

In our investigation the Grand Jury discovered a lack of City oversight and control in contract administration as it pertains to leash-law compliance.

### ***New Animal Services Agreement Includes Park Officer Program***

On May 26, 2017, after more than 45 years, San Diego County formally notified the City, together with the cities of Carlsbad, Encinitas, Santee, Solana Beach and Del Mar, that it would no longer provide them with animal control services. As a result, the County terminated its agreement with the City, effective June 30, 2018.

On July 1, 2018, the City entered into a five-year agreement with SDHS to provide animal control services.<sup>10</sup>

At the end of that five-year agreement, the City and SDHS agreed to the current 10-year, \$222,413,170 agreement which runs through June 30, 2033.<sup>11</sup> For Fiscal Year 2024, compensation to SDHS was \$16,810,152.<sup>12</sup>

The City Parks and Recreation Department was designated the Contract Administrator for the City.<sup>13</sup>

The Agreement's Scope of Services states:

Contractor shall provide animal sheltering, medical and veterinary services, and animal field services to all residents of the City of San Diego required by, and in accordance with, this Contract and the laws, regulations, ordinances, and codes of the State of California, County of San Diego, and the City as further specified by this Contract, including but not limited to ... enforce leash laws and 'no dog' areas in certain beaches and parks.<sup>14</sup>

The Agreement requires the establishment of a Park Officer Program, specifically to enforce the City's leash-law regulations. The Scope of Work for this Program consists of five elements:<sup>15</sup>

- 1) No fewer than four Humane Law Enforcement Officers assigned to Park Patrol;
- 2) Use of at least two vehicles during all patrols;
- 3) Humane Law Enforcement Officers are responsible for:
  - a. Conducting regular patrols;
  - b. Conducting additional, as needed, patrols in coordination with the City's Parks and Recreation Department;
  - c. Responding to calls for service and other community requests and complaints related to animal control enforcement and service issues;
  - d. Conducting investigations of violations that take place in the Parks and joint use areas;
  - e. Participating in community events and meetings involving animal control issues in the Parks and joint use areas; and
  - f. Maintaining applicable statistics required by the Contract;
- 4) Patrols include, but are not limited to, Humane Law Enforcement Officers:
  - a. Walking and driving through parks and joint use areas during City use hours as agreed upon between SDHS and the Parks and Recreation Department;
  - b. Educating the public on applicable animal laws;
  - c. Taking enforcement actions as appropriate; and

- d. Acting as a visible and frequent deterrent to violators.
- 5) Joint use areas:
- a. For the purposes of the Park Officer Program, a “joint use area” means property that the City operates pursuant to a contract with the property owner.
  - b. The Contractor will coordinate patrolling needs, including patrolling hours, of the joint use areas with the City’s Parks and Recreation Department.
  - c. The City’s Parks and Recreation Department will identify joint use areas that have contracts providing for enforcement of dogs off-leash by the City’s current Animal Services contractor.
  - d. Contractor will coordinate access to designated joint use areas with the City’s Parks and Recreation Department.
  - e. Notwithstanding anything to the contrary in this Contract, Humane Law Enforcement Officers may provide education and outreach to the community members who use the joint use areas prior to issuing citations for off-leash violations. This is to provide a relationship-based approach to off-leash issues at joint use areas, and to help develop positive relationships with all stakeholders.

The Agreement requires leash-law enforcement, including citation of dog owners who violate the City’s rules and regulations associated with off-leash dogs in areas not designated for that activity.<sup>16</sup> That is, San Diego Municipal Code (SDMC) §63.0102(c)(2) (Loose Animals) provides unequivocally that it is unlawful to “bring, leave, turn loose or allow to go free any animal, fowl, or bird of any kind in or upon any park.”<sup>17</sup>

San Diego County Code (County Code) §62.669 (Restraint of Dogs Required) (adopted by the City by reference) requires that a dog’s owner, custodian, or a person who has control of a dog shall prevent the dog from being at large, except as otherwise provided. The exceptions to this mandatory rule include only dogs lawfully hunting or herding livestock and performing law enforcement duties.<sup>18</sup>

Finally, Exhibit H, Section 5(e) of the Agreement defines joint-use areas primarily as school properties that are agreed to be available for pet owners to exercise their dogs after school hours, subject to enforcement of off-leash dog regulations.<sup>19</sup> In all other areas, violators should be cited, under the City Code and Agreement. The Grand Jury is not aware of any City policy changing this mandate.

## ***PROCEDURE***

To evaluate how effectively the City is administering and ensuring adherence to the Agreement with SDHS, members of the Grand Jury interviewed:

- 1) SDHS Administrators and Humane Law Enforcement Officers;
- 2) Staff members from Parks and Recreation; and
- 3) Private citizens who reported encounters with off-leash dogs.

Members of the Grand Jury made site visits to 12 San Diego public parks: 1) Pantoja Park, 2) Dusty Rhodes Park (the park area adjacent to the dog park), 3) Robb Athletic Field, 4) Bill Cleator Field, 5) Balboa Park, 6) John F. Kennedy Neighborhood Park, 7) Southcrest Trails Park, 8) Kate Sessions Neighborhood Park, 9) Mission Bay Park (near Crown Point), 10) Allied Gardens Recreation Center, 11) Tecolote Canyon Natural Park & Nature Center, and 12) Cesar Chavez Elementary School Joint-Use Area.

The Grand Jury also reviewed the following documents and sources related to the City's responsibilities and SDHS's performance of the Agreement:

- Agreement Between the City of San Diego and the San Diego Humane Society to Provide Animal Services, June 27, 2023
- California Penal Code
- City of San Diego Bail Schedule
- City of San Diego to the Parks and Recreation Board Report No 201, May 8, 2023
- City of San Diego Staff Report to Community and Neighborhood Services Committee, April 11, 2023
- City of San Diego Office of Independent Budget Analyst Report, Proposed Response to Grand Jury Report, Dog Bites in San Diego County
- City of San Diego Parks and Recreation Department Organizational Chart, July 2024

- San Diego County Code
- San Diego County Bail Schedule
- San Diego County Grand Jury Report, June 10, 2024, Dog Bites in San Diego County”
- San Diego Humane Society Annual Report, July 1, 2023-June 30, 2024
- San Diego Humane Society, “Humane Law Enforcement Park Contacts Reports,” Jan 24, 2024-Feb 9, 2025
- San Diego Humane Society, “Notice to Appear” Animal Enforcement Citation
- San Diego Humane Society Quarterly Reports, July 1, 2023-June 30, 2024
- San Diego Municipal Code
- San Diego Parks and Recreation Department Park Signage
- San Diego Police Report, Dec 13, 2024, Case # 05-051316
- San Diego Humane Society Website

## ***DISCUSSION***

This report reviews and evaluates the terms of, and certain compliance issues related to, the current “Agreement Between City of San Diego and San Diego Humane Society to Provide Animal Services,” approved by the City Council on June 27, 2023.

The findings of this report are based on a detailed review of the Agreement, the City’s management of the Agreement by its designated administrator, the City’s Parks and Recreation Department, with regard to SDHS’s performance meeting its leash-law enforcement obligations.

The Agreement contains a Scope of Services Overview which, among other responsibilities, includes managing shelter-related communications, disaster preparedness, and “enforce leash laws and ‘no dog’ areas in certain beaches and parks.”<sup>20</sup>

Along with Scope of Services Overview, “Animal Field Services and Requirements” contained within the Agreement state:

Citing dog owners who violate the rules and regulations associated with off-leash dogs in areas not designated for that activity, as per the San Diego Municipal Code. To assist in these efforts, the Contractor will provide a Park Officer Program as outlined in Exhibit H.<sup>21</sup>

## ***No Fewer Than Four Humane Law Enforcement Officers & Two Patrol Vehicles Assigned to Park Patrol***

The Grand Jury learned that there are considerable manpower challenges meeting the goals of faithful, competent completion of leash-law enforcement. One reason for compromised leash enforcement seems to be inherent in the Agreement itself: requiring “no fewer than” four officers assigned to Park Patrol for a City greater than 300 square miles, with more than 400 parks. The “no fewer than four” staffing level, however, and the contractual obligation might require far more than four officers in order to satisfy the required services and service levels of the Agreement. In short, four is not a fixed number; it is a minimum.

The Grand Jury learned that, in fact, SDHS frequently has *fewer* than four Humane Law Enforcement Officers assigned to Park Patrol at any time. Typically, there were “one to three” or “two to four” officers assigned to Park Patrol. The Grand Jury also discovered that SDHS often relies on Park Rangers—sworn officers employed by the City, who maintain parks, enforce park rules, and engage with the community—to augment its animal enforcement efforts. Since SDHS Park Patrol officers ride in pairs, this implies that there are often fewer than two vehicles assigned to this duty at a given time, as contractually required<sup>22</sup>.

SDHS staff reported difficulty hiring adequate numbers of and qualified Field Service Officers—there is a strong dissatisfaction with being assigned solely to leash-law enforcement. Officers are frequently the recipients of hostile, abusive, and potentially threatening responses from individuals who have been approached and cited for violations, or even for warnings. These officers did not want to be seen as “dog catchers” but preferred to participate in less stressful duties emphasizing the more “humane” part of their duties. However, staffing is a critical term in the contract and an obligation that must be addressed.

In an effort to achieve fair humane law enforcement, the City and SDHS created the “Park of the Month” program, by concentrating leash-law enforcement patrols to a particular Council District. Park of the Month, which has also been called “District of the Month,” rotates to a



different council district each month to provide equitable enforcement across different parts of the City. Examples provided of parks and joint-use fields so designated include Montgomery Waller Park (District 1), Allied Gardens (District 7), and Alice Birney (District 3). The Grand Jury discovered that in implementing this program, SDHS interprets the Agreement to permit it to suspend officer-initiated patrols for leash-law enforcement at parks outside of the Park of the Month District, and place citizen complaints for violations in other areas in a queue of calls awaiting action, which might take days to follow up or investigate. This interpretation is not consistent with the service and service levels (including response times) mandated by the Agreement.

Leash-law patrols are scheduled for mornings, mid-day, and early evening hours when violations might be more likely to occur. Although Park of the Month represents an attempt to provide some measure of leash-law enforcement while balancing staffing and other morale issues, it is unclear if it is effective in deterring off-leash activities. The City has not defined what metrics, such as number of contacts, and response times, it will use to measure success. It is also unclear whether Park of the Month is consistent with the terms of the Agreement, or merely an accommodation for SDHS's staffing issues.

### ***Priorities, Priorities – Contractor Uncertainty and Slow Response Times***

The Agreement includes a table of performance measures and standards of service separated into five priority levels for field service responses with associated required response times.<sup>23</sup>

- Priority 1 Calls: Required response time 30 minutes; includes incidents where people or animals are in immediate danger, animal fighting cases, and bite to person (animal not contained).
- Priority 2 Calls: Required response time three hours, includes less severe incidents in progress, and includes dogs running “at-large” (in progress).
- Priority 3 Calls: Required response time 12 hours, includes non-exigent but serious concerns about the health and safety of animals.

- Priority 4 Calls: Required response time 24 hours, includes less-pressing concerns about animal welfare.
- Priority 5 Calls: Required response time 48 hours, include pet shop, rodeo, and circus inspections, and an example described as animal-at-large (not in progress).

Where do leash-law violations fit in these categories? County Code §62.601(c) defines “at large” as:

Being unrestrained by a leash on private property open to the public or on public property, unless a law or regulation expressly allows an animal to be unrestrained on the property. If a leash is not being held in the hand of a person capable of controlling the animal or a person is not actually controlling an animal attached to the leash, the animal is “at large.”<sup>24</sup>

Given this definition, leash-law violations clearly should be classified as Priority 2 if they are in progress when reported, requiring a response time, per the Agreement, of three hours or less.<sup>25</sup>

However, both parties to the Agreement seemed uncertain regarding the appropriate priority level for off-leash incidents in progress. Some SDHS staff view a dog running at large as a Priority 3. Other SDHS staff view leash-law violations as always Priority 5 – the lowest priority.

Despite the confusion around the correct Priority Level for leash-law violations, SDHS field service average response times listed in its quarterly and annual reports for FY24 show lengthy increases, well beyond the Agreement limits for Priority Levels 2 – 4, and highly variable response times for Priority 5:<sup>26</sup>

Priority Level	Q1	Q2	Q3	Q4	Annual	Required Time
1	29 min	29 min	35 min	31 min	32 min	30 mins
2	72 min	3 hrs	22 hrs	30 hrs	16 hrs	3 hrs
3	595 min	30 hrs	167 hrs	311 hrs	145 hrs	12 hrs
4	689 min	14 hrs	187 hrs	278 hrs	111.5 hrs	24 hrs
5	64 min	5 hrs	147 hrs	36 hrs	39 hrs	48 hrs

City officials seemed unaware of the slide in response times from 72 minutes to more than 30 hours for Priority 2 responses across Q1 – Q4. There are not many leash-law incidents that remain in progress for more than an hour, much less for 30 hours. In addition to the lack of awareness of this regression in Priorities 2, 3, and 4 response times, neither the City nor SDHS representatives could state or even estimate for the Grand Jury the number of leash-law citations SDHS issued last year.

### ***Citation Issuance in Freefall***

An April 11, 2023, Parks and Recreation Department Staff Report lauded SDHS for—among other achievements during the initial five-year agreement—issuing more than “9,000 citations or written warnings for code or law violations under the previous five-year agreement.” City Parks and Recreation characterized the partnership between the City and SDHS as a successful one, which was justification to the City to extend its relationship to the 10-year Agreement.<sup>27</sup>

The characterization of a “successful partnership,” was echoed in a second staff report by the Parks and Recreation Board on May 8, 2023:

The San Diego Humane Society (SDHS) has provided animal services to the City of San Diego since July 1, 2018, via a five-year service agreement set to expire on June 30, 2023. The City plans to continue its successful partnership with SDHS via a longer-term agreement<sup>28</sup>

The Grand Jury completed an analysis of “Humane Law Enforcement Park Contacts Reports,” which details results of 1,693 SDHS “routine inspections” of parks between January 24, 2024, and February 9, 2025 (a one-year period). According to the report, many individual park patrols resulted in multiple outcomes, including:

- 814 “Not in violation,”
- 751 “Patrol Complete,”
- 150 “Advised of the laws (verbal warning),”
- 112 “Educated” and,
- 25 “Notices to Appear”<sup>29</sup>

It is worth noting that the combined total of “notices to appear” and “verbal warnings” is 175, which represents a 90% drop in citation/warnings issuance when compared to more than 9,000 citations/warnings over five years under the previous Agreement, (9,000 over five years would imply approximately 1,800 per year)<sup>30</sup>. Neither the City nor SDHS could provide an explanation for the substantial drop in issuance.

The dearth of citations from the Park Contacts Report was also evident in SDHS’s first Annual Report (FY2024) under the current Agreement. There were only 208 citations for all animal enforcement activity in the City, which would include leash, mistreatment, kennels, registration, pet stores, rodeo, and circus citations. Of those 208, neither SDHS nor the City could tell us how many leash-law violations, initial leash-law violations, or repeat offenses were issued.

By any measure, it would be difficult to see how the above outcomes constitute effective leash-law enforcement. The City should investigate or evaluate whether SDHS is undertaking improper cost-saving measures or failing to hire staff.

It should be noted that SDHS is required to submit quarterly and annual written reports, including a plan for providing the required information to the City if data is not immediately available, such as animal field service activities, including number and type of incidents or reports investigated and response times by priority.<sup>31</sup>

What SDHS FY2024 Quarterly and Annual reports do reveal is that 22,096 animal enforcement calls or reports were received as detailed in the table below:<sup>32</sup>

Level	Descriptor	Number of Incidents
Priority 1	Urgent incidents (e.g., persons in danger, dogs fighting, dog bites)	6,436
Priority 2	Includes leash-law violations in progress	8,127
Priority 3	Lower priority enforcement matters	1,151
Priority 4	Minor incidents	1,651
Priority 5	Lowest priority issues	4,537
<b>Total Calls:</b>		<b>22,096</b>

Of particular interest to the Grand Jury were the 8,127 Priority 2 incidents (which should include leash-law violations). Whether SDHS regards a dog off-leash at large as Priority 2, 3 or even 5, that so few citations were issued for incidents numbering in the tens of thousands, raises questions about whether SDHS is fulfilling its contractual obligations for leash-law enforcement, as well as other activities, and whether the City is exercising proper oversight of performance under the Agreement.

### ***“It’s the Leash You Can Do” Confusing Signage Gives Parkgoers “Paws” for Thought***

The Grand Jury visited the following City parks: (1) Pantoja Park, (2) Dusty Rhodes Park (the park area adjacent to the dog park), (3) Robb Athletic Field, (4) Bill Cleator Field, (5) Balboa Park, (6) John F. Kennedy Neighborhood Park, (7) Southcrest Trails Park, (8) Kate Sessions Neighborhood Park, (9) Mission Bay Park (near Crown Point), (10) Allied Gardens Recreation Center, (11) Tecolote Canyon Natural Park & Nature Center and, (12) Cesar Chavez Elementary School Joint-Use Area.

The Grand Jury witnessed numerous incidents of dogs running at large in these parks, even though many visits were on weekdays, in the middle of the day, when many dog owners may be at work. The following are examples of what we observed:





Photo 1: Multiple dogs lounge leash free near pedestrian walkway

Photo 2: Person on scooter walking dog

Photo 3: Man reclines while dog explores park grounds unleashed

The Grand Jury also reviewed examples of signage placed in City parks by Parks and Recreation. City officials affirmed that the inclusion of a phone number to report leash-law violations is evidence of the seriousness with which the City regards dogs off leash. However, park signs that include a listing of the City’s relevant Municipal Code section or a notice of potential penalties with minimum dollar amount for violations (a common practice of other regulatory signs), might serve as a more effective deterrent.

At one Parks and Recreation Center the Grand Jury learned that staff are instructed to let parkgoers report leash-law complaints so SDHS will know it’s not just City parks staff complaining. We also discovered that when called, SDHS rarely (if ever) responded promptly to a reported violation or complaint.

City’s park signs vary widely in their admonishment of dogs off-leash and, at least in one park, include an outdated phone number advising parkgoers to “Report Off-Leash Dogs Call SD



County Animal Services...,” which has not been the correct agency to call in at least seven years. We also saw one glaring example of sign conflict: one sign advising that dogs must be on leash next to another reading, “No Dogs Permitted.”

The lack of information regarding Municipal Code violations and potential penalties on these signs raises questions about the City’s commitment to deterrence. As suggested earlier in this report, the inclusion of potential penalties and specific citation of Code sections might serve to enhance compliance by making dog owners more aware of legal requirements and consequences of non-compliance.

Below are examples of the myriad City park signs:







“Dogs Are Allowed and Must Be Leashed” next to “No Dogs Allowed”

## ***Apathy for Leash Enforcement Calls Into Question City’s Commitment to Keep Park Users Safe***

Despite directions on signs urging park users to call SDHS to report dogs off-leash, SDHS Animal Enforcement Officers were more sanguine, suggesting that leash enforcement has no easy answers and is less about who’s writing tickets than respect and education. A Parks and Recreation representative equated citing leash-law violators to the hopelessness of catching speeders on the freeway— “Everyone does it.”

The Grand Jury could not find any official directive from the City stating SDHS should emphasize education and goodwill over stringent leash-law enforcement. However, the Agreement does explicitly permit some exercise of discretion in enforcement—but only for areas designated by the City as “Joint-Use”:

Notwithstanding anything to the contrary in this Contract, Humane Law Enforcement Officers may provide education and outreach to the community members who use the joint use areas prior to issuing citations for off-leash violations. This is to provide a relationship-based approach to off-leash issues at joint use areas, and to develop positive relationships with all stakeholders.<sup>33</sup>

Joint use areas are subject to special agreements between the schools and the City and are not subject to the same rules as general enforcement of clear Municipal Code directives such as the leash laws.<sup>34</sup>

## ***Code Confusion and Complex Bail Schedules: Understanding Your Leash Citation***

The appropriate regulatory authority to cite for leash-law violations has been a source of confusion along with which bail schedule should be applied and to which agency any revenue from fines paid should be directed.

Several sources confirmed for the Grand Jury that only the County Code is cited for leash-law violations occurring in City parks, despite the fact that the Agreement requires enforcement of the City Code.

The City adopts by reference and incorporates the animal control ordinance of the County of San Diego, under Title 6, Division 2, as the “Animal Control Ordinance of the City of San Diego.”<sup>35</sup> A person who violates an adopted provision of the County Code (as City leash law stipulates) should be cited and fined for an offense committed in the City:

Any person who violates a provision of the County Code as adopted and incorporated hereinabove, shall be charged with a violation of the applicable section of the County Code and upon conviction said person shall be punished as prescribed by section 12.0201 of the San Diego Municipal Code, irrespective of whether the County Code specifies that violation is a misdemeanor or an infraction.<sup>36</sup>

For violations committed in the City, the penalty is established by the City’s (not the County’s) bail schedule. Initial leash-law violations are cited as infractions. The fine for a first violation established by the bail schedule is \$50.00. In addition, a penalty assessment of \$29 is added for every \$10 or fraction thereof.<sup>37</sup> The total fine for the first leash-law offense would be a \$195 (\$50 fine plus \$145 penalty assessment). The fines set by the City and County bail schedules, however, are not identical:

- *Municipal Code §63.102(c) (2) Loose Animals \$50 2<sup>nd</sup> Offense: \$100, 3<sup>rd</sup> Offense \$200*<sup>38</sup>
- *County Code: §62.669 Restraint of dog by owner, \$50. 2<sup>nd</sup> Offense \$100, 3<sup>rd</sup> Offense \$300*<sup>39</sup>

When a citation issued by SDHS cites only the County Code, without specifying that the violation occurred in the City, it appears the Court collects payment based on the County’s bail schedule, and payment of the penalty is made to the County instead of to the City’s General Fund<sup>40</sup>. The Grand Jury learned that the City (General Fund) receives no revenue from citations issued by SDHS.

### ***What Recourse Does the City Have to Improve Leash-Law Enforcement***

In light of inconsistent and often confusing park signage and the City’s failure to provide effective oversight of SDHS’s compliance with the clear, mandatory terms of the Agreement, a course-correction is in order to better address:

- 1) inability to effectively staff for Park Patrol Officers;
- 2) mischaracterization of off-leash dogs “at large”;
- 3) failure to meet Priority 2 response times (as well as response times for other priority levels);
- 4) dearth of leash-law citations issued;
- 5) lack of appropriate or comprehensive detailed animal control reporting of leash-law violations;
- 6) permissive attitudes for educating and gestures of goodwill in lieu of active enforcement of mandatory regulations; and,
- 7) failure to cite the Municipal Code on Notices to Appear (leash-law citations).

The Grand Jury learned that Parks and Recreation is currently exploring implementation of a new policy for joint-use areas, in an effort to limit leash-law violations, by posting signs warning parkgoers that a joint-use area is closed or at risk of closure. We also reviewed other measures the City might explore in order to improve monitoring and management of SDHS’s performance enforcing the City’s leash-law regulations in non-joint-use areas.

One such measure the City might undertake is to issue an evaluation of SDHS’s performance regarding leash-law enforcement, as required by the Agreement under “General Contract Terms and Provisions:”

Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor’s performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond.<sup>41</sup>

Clearly, the City has the ability to mandate compliance with service levels and response times and that the Contractor so document. While more draconian, the City may also terminate all or any portion of the Agreement by giving 30 days’ written notice, for unsatisfactory performance.<sup>42</sup>

## ***FACT/FINDINGS***

**Fact:** San Diego encompasses more than 300 square miles and has more than 400 parks.

**Fact:** Current City Agreement with SDHS establishes a Park Officer Program to enhance leash-law enforcement.

**Fact:** Park Officer Program requires no fewer than four officers and use of at least two vehicles during all patrols.

**Finding 01:** SDHS often has fewer than four Park Patrol Officers on duty and two patrol vehicles in use in the City, which fails to meet requirements of the Park Officer Program encompassed in the Agreement between the City and SDHS.

**Finding 02:** SDHS relies on Park Rangers to support its efforts in leash enforcement.

**Fact:** City established Park of the Month as part of its effort to achieve fair animal enforcement, focusing on select parks within a different supervisorial district each month.

**Fact:** There are no SDHS officer-initiated patrols at parks outside of Park of the Month, ostensibly giving dog owners outside the Park of the Month district a free pass for eight months of the year. Complaints from other areas are placed in a queue.

**Finding 03:** The City's Park of the Month Program does not clearly set forth expectations on enforcement requirements outside the designated Park.

**Fact:** SDHS is required to submit to the City quarterly and annually written reports including number and type of incidents investigated.

**Fact:** SDHS is required to keep records on all applicable statistics.

**Fact:** Multiple reports by Parks and Recreation state SDHS issued 9,000 citations and warnings during the five-year initial Agreement (2018-2023).

**Fact:** There were 208 animal enforcement citations issued during the first year of the current Agreement (July 1, 2023-June 30, 2024) covering all animal control violations.

**Fact:** There were 25 "Notices to Appear" and 150 verbal warnings issued during 1,693 SDHS "routine inspections" at City parks between January 2024 and February 2025.

**Finding 04:** The City failed to keep track (or documentation) of the number of leash-law citations issued the first year (July 1 2023-June 30, 2024) of the current Agreement with SDHS.

**Finding 05:** There was a significant, 90% drop in all animal control citation/warning issuance during the first year of the current Agreement.

**Fact:** The City is not receiving any revenue from leash-law citations.

**Fact:** Leash-law violations in City parks and joint-use areas are cited only as violations of County Code §62.669 Restraint of Dog by Owner, rather than as violations of SDMC §63.0102 (c)(2), “Use of Public Parks and Beaches Regulated.”

**Fact:** Agreement’s Animal Field Services Requirement, Item 12, requires off-leash violations be cited under San Diego Municipal Code.

**Finding 06:** Citation issuance using County Code does not meet the requirements of the Agreement.

**Finding 07:** Fines collected by the Courts for leash-law violations within the City are not being paid to the City General Fund.

**Fact:** County Code states if a leash is not being held in the hand of a person capable of controlling the animal, the animal is “at large.”

**Fact:** Current Agreement between the City and SDHS defines dogs running-at-large, in progress, as a Priority 2

**Fact:** SDHS Animal Enforcement classifies leash-law incidents as Priority 3 or Priority 5.

**Fact:** SDHS is inconsistent in how it classifies leash-law violations.

**Finding 08:** The City has not adequately monitored SDHS citations.

**Fact:** Animal field services required response times for Priority Levels 2-5 have increased by hours and even days during Fiscal Year 2024.

**Fact:** SDHS has failed to meet required response time for Priorities 2-5.

**Finding 09:** The City has not adequately monitored SDHS response times.

**Fact:** Leash-law signs posted at San Diego City Parks and joint-use areas are not consistent in the information they provide.

**Fact:** Leash-law signs do not include SDMC §63.0102 (c)(2), or reference penalties for violations.

**Finding 10:** Leash-law signs in City parks are often confusing, contradictory, or display outdated information.

**Finding 11:** Leash-law signs in City parks do not provide information regarding potential monetary fines for violations.

**Finding 12:** Leash-law signs in City parks do not deter many pet owners from running their dogs off leash in parks.

**Fact:** Areas designated by the City as “Joint-Use” allow SDHS to exercise community outreach, goodwill, and education prior to issuing citations.

**Fact:** Discretionary citation issuance for other than joint-use areas is not defined in the Agreement.

**Finding 13:** Leash enforcement on City property often takes the form of verbal written warnings and education from Park Officers even when the incidents do not occur in joint-use areas.

**Finding 14:** Humane Law Enforcement Officers scarcely enforce the City’s leash laws.

**Fact:** The Current Agreement stipulates contract performance evaluations may be issued by City as often as City deems necessary.

**Fact:** Performance evaluations are based on criteria including the quality and timeliness of performance.

**Finding 15:** A regression in SDHS performance measures warrants a City performance evaluation.

## ***RECOMMENDATIONS***

**The 2024/2025 Grand Jury recommends that the City of San Diego’s Park & Recreation Department:**

- R1:** Require SDHS to adhere to the Agreement by assigning no fewer than four Park Patrol Officers in two vehicles dedicated to leash-law enforcement patrols in the City, particularly on days (including weekends) and during hours of the day when violations are most likely to occur.
- R2:** Ensure SDHS humane law enforcement officers actively initiate leash-law patrols in areas outside the designated Park of the Month District.
- R3:** Establish a reporting mechanism with SDHS that includes the number of leash-law citations along with currently reported numbers for warnings, and education contacts.
- R4:** Require SDHS to define and respond to leash-law violations in progress as Priority Level 2.
- R5:** Require SDHS to meet Contractual service call response time for Priority Levels 2-5.
- R6:** Standardize wording of signs regarding prohibition of off-leash dogs to include correct telephone numbers, Municipal Code citation, and potential (or minimum) fine amounts for violators.
- R7:** Require SDHS to rigorously enforce leash-law citation issuance, including effective tracking for repeat offenders, with judicious use of education and acts of goodwill limited to joint-use areas.
- R8:** Review and familiarize itself with how the Court issues fines and forfeitures and educate officers on proper leash-law citation to ensure the City receives appropriate revenue.
- R9:** Launch a performance audit and evaluation of SDHS leash law and broader animal enforcement responsibilities to focus on incident response times, use of proper Municipal or County Code citations, and overall citation issuance.

## REQUIREMENTS AND INSTRUCTIONS

The California Penal Code §933(c) requires any public agency which the Grand Jury has reviewed, and about which it has issued a final report, to comment to the Presiding Judge of the Superior Court on the findings and recommendations pertaining to matters under the control of the agency. Such comment shall be made *no later than 90 days* after the Grand Jury publishes its report (filed with the Clerk of the Court); except that in the case of a report containing findings and recommendations pertaining to a department or agency headed by an elected County official (e.g. District Attorney, Sheriff, etc.), such comment shall be made *within 60 days* to the



Presiding Judge with an information copy sent to the Board of Supervisors. Furthermore, California Penal Code §933.05(a), (b), (c), details, as follows, the manner in which such comment(s) are to be made:

(a) As to each grand jury finding, the responding person or entity shall indicate one of the following:

- (1) The respondent agrees with the finding.
- (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

(b) As to each grand jury recommendation, the responding person or entity shall report one of the following actions:

- (1) The recommendation has been implemented, with a summary regarding the implemented action.
- (2) The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
- (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a time frame for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the grand jury report.
- (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefore. (c) If a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the Board of

Supervisors shall respond if requested by the grand jury, but the response of the Board of Supervisors shall address only those budgetary or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

Comments to the Presiding Judge of the Superior Court in compliance with the Penal Code §933.05 are required from the:

### **Responding Agency**

**City of San Diego- Parks & Recreation**

### **Recommendations**

**R1-R9**

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<sup>1</sup> [ss4528.pdf](#), "Agreement Between the City of San Diego and the San Diego Humane Society to Provide Animal Services" Article 1, 1.1, p.1

<sup>2</sup> San Diego Police Department Case No. 24-051316, Officer Report, p 1 of 2

<sup>3</sup> [Mira Mesa man killed in dog attack with son nearby | cbs8.com](#); 1.03

<sup>4</sup> [Fast Facts About the City of San Diego | City of San Diego Official Website](#)

<sup>5</sup> [Approved Leash Free Locations | City of San Diego Official Website](#)

<sup>6</sup> [Is There a Leash Law in California? Here's What You Need to Know - Law in California](#)

<sup>7</sup> [ss4528.pdf](#) Agreement..."Scope of Services," Section F #12, p 5 of 16

<sup>8</sup> [Article 4: Disease Control — Nuisances](#) San Diego Municipal Code 44.0300 (a)

<sup>9</sup> [Delfino v. Sloan \(1993\) :: California Court of Appeal Decisions :: California Case Law :: California Law :: U.S. Law :: Justia](#)

<sup>10</sup> [Staff Report.docx.pdf](#) The City of San Diego Staff Report, Parks and Recreation Department, April 11, 2023,

<sup>11</sup> [ss4528.pdf](#) "Agreement..." Article 2, "Duration of the Agreement," 2.1, "Term," p2 of 5

<sup>12</sup> [ss4528.pdf](#) "Agreement..." Exhibit A "Scope of Work," S1, "Payments to the City," p15 of 16

<sup>13</sup> [ss4528.pdf](#) "Agreement..." Article 1, "Contractor Services," 1.2 "Contract Administrator, p1 of 5

<sup>14</sup> [ss4528.pdf](#) "Agreement Between the City of San Diego and the San Diego Humane Society to Provide Animal Services," June 27, 2023, Exhibit A, Section B, p1

<sup>15</sup> [ss4528.pdf](#) "Agreement..." Exhibit H, "Scope of Work" Items 1-5

<sup>16</sup> [ss4528.pdf](#) "Agreement..." Exhibit A, "Scope of Work," Section E. "Animal Field Services and Requirements," #12, p.5 of 16

<sup>17</sup> [Article 3: Public Parks, Playgrounds, Beaches, Tidelands and other Property](#) Chap 06 Art 03 Div 01 "Use of Park Areas" 63.0102 c.2 "Use of Public Parks and Beaches Regulated,"

[Article 3: Public Parks, Playgrounds, Beaches, Tidelands and other Property DIV00](#)

<sup>18</sup> [SEC. 62.669. RESTRAINT OF DOGS REQUIRED.](#)

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- <sup>19</sup> [ss4528.pdf](#) Agreement, Exhibit H, “Joint Use Areas,” 5, e.
- <sup>20</sup> [ss4528.pdf](#) Agreement “Scope of Services,” Exhibit A, Section B, items 3,4,7
- <sup>21</sup> [ss4528.pdf](#) Agreement “Scope of Services, Section F #12, p 5 of 16
- <sup>22</sup> [ss4528.pdf](#) Agreement, Exhibit “Park Officer Program,” A. “Scope of Work,” 2.,
- <sup>23</sup> [ss4528.pdf](#), “Agreement...,” Exhibit G, “Performance Measures and Standard of Service,” p1
- <sup>24</sup> San Diego County Code Chapter 6, PC 62.601 et seq
- <sup>25</sup> [ss4528.pdf](#) Agreement, Exhibit G Performance Measures and Standards of Service, A. Animal Field Services Required Response Times
- <sup>26</sup> San Diego Humane Society, FY24 Annual and Quarterly Reports 1-4, p3
- <sup>27</sup> [Staff Report.docx.pdf](#) April 11, 2023, p. 1i
- <sup>28</sup> [prbr20230518a-item201.pdf](#) The City of San Diego to the Parks and Recreation Board, “Report” No.201, May 8, 2023, p. 1
- <sup>29</sup> SDHS Law Enforcement Park Contacts Reports, June 2, 2024-Feb 23, 2025
- <sup>30</sup> FY24 Annual Report, San Diego Humane Society, p2
- <sup>31</sup> [ss4528.pdf](#), “Agreement...” Exhibit A “Scope of Work,” G “Administrative Services,” #9, “Quarterly Reports,”iv., page 9 of 16,
- <sup>32</sup> 23-24 San Diego Humane Society Annual Report
- <sup>33</sup> [ss4528.pdf](#) “Agreement...” Exhibit H “Park Officer Program, Scope of Work,” “Joint Use Areas” #5, e. (emphasis added)
- <sup>34</sup> [ss4528.pdf](#) “Agreement...” Exhibit H “Park Officer Program” “Joint Use Areas,” #5, a.
- <sup>35</sup> [Article 4: Disease Control — Nuisances](#) San Diego Municipal Code §44.0300 (a) “San Diego County Animal Control Ordinance Adopted”
- <sup>36</sup> [Article 4: Disease Control — Nuisances](#) San Diego Municipal Code §44.0300 (b) “San Diego County Animal Control Ordinance Adopted”
- <sup>37</sup> [SUPERIOR COURT OF CALIFORNIA](#), Bail Schedule, “Authorities for Assessments,” “Penalty Assessment,” Jan2, 2024, p, vi
- <sup>38</sup> [SUPERIOR COURT OF CALIFORNIA](#) “Superior Court of California County of San Diego, Bail Schedule, San Diego Municipal Code, January 2, 2024, p. 81
- <sup>39</sup> [SUPERIOR COURT OF CALIFORNIA](#) “Superior Court of California County of San Diego Bail Schedule,” January 2, 2024, p.78
- <sup>40</sup> [California Code, Penal Code - PEN § 1463 | FindLaw](#), Deposit and Distribution of fines and forfeitures for crimes other than parking offenses, California Penal Code §1463.001, (b) (3-4), §5.200b. “Amount Available for Distribution”
- <sup>41</sup> [ss4528.pdf](#) “Agreement...” Article II” Contract Administrator,” 2.1.1 “Contract Performance Evaluations,” p 2 of 21
- <sup>42</sup> [ss4528.pdf](#) “Agreement...” Exhibit B, Article IV, Suspension and Termination, 4.2, “City’s Right to Terminate for Convenience,” 4.3, “City’s Right to Terminate for Default” pp 4-5 of 21