

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
3.18
(ID # 7262)

MEETING DATE:

Tuesday, June 26, 2018


FROM : ANIMAL SERVICES:

SUBJECT: ANIMAL SERVICES: Approve Agreement for Animal Services Between the City of Banning and the County of Riverside for the Provision of Animal Field and Shelter Services, Agreement No. 18-009, CEQA Exempt, District 5. [\$204,372 (annually) - 100% Contract Revenue]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt under California Environmental Quality Act (CEQA) State Guidelines Section 15061(b)(3);
2. Approve the attached Agreement for Animal Services Between the City of Banning and the County of Riverside, including exhibits (Agreement) for the provision of animal field and shelter services with a term beginning July 1, 2018 and terminating June 30, 2023, with four (4) automatic renewals in one (1) year increments;
3. Authorize the Chairman of the Board of Supervisors to execute the attached Agreement; and
4. Authorize the Director of Animal Services, or designee, to implement the Agreement including, but not limited to, signing all subsequent and necessary documents.

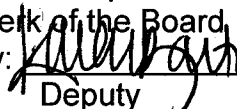
ACTION: Policy


Robert P. Miller, Director Animal Services 6/26/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Perez
Nays: None
Absent: Ashley
Date: June 26, 2018
xc: Animal Services

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% funded by the City of Banning			Budget Adjustment:	No
			For Fiscal Year:	18/19

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The City of Banning (City) desires to contract with the County of Riverside, by and through its Department of Animal Services (County), to provide field and shelter services to safeguard the health and safety of the City's population and domestic and wild animals, and for the purpose of promoting the humane treatment of animals. County has the personnel and experience to provide such shelter services and is willing to enter into the proposed Agreement with City. The terms and provisions of the proposed contract are set forth in the Agreement attached.

The proposed Agreement term begins July 1, 2018 and terminates on June 30, 2023, with four (4) automatic renewals in one (1) year increments if mutually agreed upon by both parties.

The following chart summarized the fees that County will charge to City for animal shelter services pursuant to this Agreement:

SERVICES	FY17/18
Regular Field Service	\$127,026
Over-time Field Services	\$82/hour
Total Field Services	\$127,026
Shelter Service (Fixed)	\$68,202
Operation & Maintenance	\$9,144
Total Shelter Services	\$77,346
License Processing	\$6/license
Total for all services	\$204,372

These rates are subject to change as adopted by the Board of Supervisors. Field services may fluctuate based on actual on call usage. License processing may fluctuate based on actual number of licenses processed.

Shelter Service and Operation Maintenance (O&M) fixed rates are adjusted for each year of Agreement by the following formula: Prior three fiscal year dog/cat impounds times the sheltering/O&M rate. The formula establishes a fixed rate that will be payable in 1/12th monthly increments.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

The proposed Agreement with City was reviewed and determined to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), Common Sense, General Rule Exemption. The Agreement relates to the provision of field and shelter services to City's domestic and wild animals that will be sheltered in County facilities and it can be seen with certainty that there is no possibility that field and shelter services may have a significant effect on the environment, and will not lead to any direct or reasonably indirect physical environmental impacts.

Impact on Residents and Businesses

This Agreement will safeguard the health and safety of City's residents and domestic and wild animals while promoting the humane treatment of animals.

Additional Fiscal Information

There is no additional impact on the general fund; the funding is provided by City for services rendered. The contract revenue for services will be included in the FY 2018/2019 Department of Animal Services budget.

ATTACHMENTS:

18-009 Agreement for Animal Services Between the City of Banning and the County of Riverside for Animal Field and Shelter Services, including Exhibits A, B, and C.


Renini Basma, Principal Management Analyst

6/18/2018


Gregory L. Priapros, Director County Counsel

6/14/2018

AGREEMENT FOR ANIMAL SERVICES
BETWEEN THE CITY OF BANNING
AND THE COUNTY OF RIVERSIDE

THIS AGREEMENT FOR ANIMAL SERVICES (the "Agreement") is made and entered into by and between the CITY OF BANNING, hereinafter "CITY", and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of the Department of Animal Services hereinafter "COUNTY", collectively hereinafter referred to as "PARTIES".

IT IS THEREFORE AGREED AS FOLLOWS:

1. COUNTY OBLIGATIONS:

COUNTY shall provide all services as outlined and specified in Exhibit A, Scope of Animal Field Services, and Exhibit B, Scope of Animal Shelter Services, attached hereto and by this reference incorporated herein.

2. PERIOD OF PERFORMANCE:

This Agreement shall be effective on July 1, 2018 through June 30, 2019, renewable automatically in one (1) year increments through June 30, 2023, if mutually agreed upon by the PARTIES.

3. COMPENSATION:

CITY shall reimburse COUNTY the cost of rendering services hereunder at rates established by the Riverside County Board of Supervisors as specified in Exhibit C Payment Provisions attached hereto and incorporated herein by this reference.

4. AVAILABILITY OF FUNDING:

It is mutually agreed and understood that the obligation of the CITY is limited by and contingent upon the availability of CITY funds for the reimbursement of COUNTY's fees. In the event that such funds are not forthcoming for any reason, CITY shall immediately notify COUNTY in writing. COUNTY shall be entitled to reimbursement of costs for work performed, in accordance with Exhibit C.

5. HOLD HARMLESS/INDEMNIFICATION:

5.1 CITY shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any actions of CITY, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the negligent or willful actions by CITY, its officers, agents, employees, subcontractors, agents or representatives of this Agreement. CITY shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards of all Agencies, Districts, Special Districts and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim or action based upon such alleged acts or omissions.

5.2 With respect to any action or claim subject to indemnification herein by CITY, CITY shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CITY's indemnification to COUNTY as set forth herein. CITY's obligation to defend, indemnify and hold harmless COUNTY shall be subject to COUNTY having given CITY written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CITY's expense, for the defense or settlement thereof. CITY's obligation hereunder shall be satisfied when CITY has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

5.3 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CITY's obligations to indemnify and hold harmless COUNTY herein from third party claims.

5.4 COUNTY shall indemnify and hold harmless the City of Banning, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, City Council, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any actions of COUNTY, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the negligent or willful actions by COUNTY, its officers, agents, employees, subcontractors, agents or representatives of this Agreement. COUNTY shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards of all Agencies, Districts, Special Districts and Departments of the City of Banning, their respective directors, officers, City Council, elected and appointed officials, employees, agents and representatives in any such action or claim or action based upon such alleged acts or omissions.

5.5 With respect to any action or claim subject to indemnification herein by COUNTY, COUNTY shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of CITY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes COUNTY's indemnification to CITY as set forth herein. COUNTY'S obligation to defend, indemnify and hold harmless CITY shall be subject to CITY having given COUNTY written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at COUNTY's expense, for the defense or settlement thereof. COUNTY's obligation hereunder shall be satisfied when COUNTY has provided to CITY the appropriate form of dismissal relieving CITY from any liability for the action or claim involved.

5.6 The specified insurance limits required in this Agreement shall in no way limit or circumscribe COUNTY's obligations to indemnify and hold harmless CITY herein from third party claims.

6. **INSURANCE:** COUNTY agrees to maintain the following insurance coverage's during the term of this Agreement:

6.1 Workers' Compensation:

COUNTY shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident.

6.2 Commercial General Liability:

COUNTY shall maintain Commercial General Liability insurance coverage for claims which may arise from or out of COUNTY's performance under this Agreement. This coverage shall have a limit of liability not less than \$1,000,000 per occurrence combined single limit.

6.3 Vehicle Liability:

COUNTY agrees to maintain automobile liability insurance for vehicles provided by the COUNTY for use under this Agreement. This coverage shall have a limit of liability of not less than \$1,000,000 combined single limit.

6.4 General Insurance Provisions - All lines:

6.4.1 Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8).

6.4.2 The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance.

7. **TERMINATION:**

CITY and COUNTY reserve the right to terminate this Agreement at any time, with or without cause, upon one hundred eighty (180) days advance written notice stating the extent and effective date of termination. Upon receipt of any notice of termination from CITY, COUNTY shall immediately cease all services hereunder except such as may be specifically approved in writing by CITY and COUNTY. COUNTY shall be entitled to compensation for all services rendered prior to termination and for any services authorized in writing by CITY thereafter.

8. **FORCE MAJEURE:**

8.1 In the event the COUNTY is unable to comply with any provision of this Agreement due to causes beyond their control such as acts of God, acts of war, civil disorders, or other similar acts, COUNTY will not be held liable to CITY for such failure to comply.

8.2 In the event CITY is unable to comply with any provision of this Agreement due to causes beyond their control such as acts of God, acts of war, civil disorders, or other similar acts, CITY will not be held liable to COUNTY for such failure to comply.

9. **ALTERATION:**

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the PARTIES hereto, as authorized by their respective governing bodies, and no oral understanding or agreement not incorporated herein, shall be binding on any of the PARTIES hereto.

10. **SEVERABILITY:**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

11. RECORDS:

COUNTY shall maintain and keep records of all expenditures and obligations incurred pursuant to this Agreement and all income and fees received thereby according to generally recognized accounting principles. Such records and/or animal control operations of COUNTY shall be open to inspection and audit by CITY or its authorized representative as is deemed necessary by the CITY Manager or the authorized representative of the CITY Manager upon reasonable notice to COUNTY.

12. NO THIRD PARTY BENEFICIARY:

This Agreement between CITY and COUNTY is intended for the mutual benefit of the two signing PARTIES only. No rights are created under this Agreement in favor of any third party or any party who is not a direct signatory to this Agreement.

13. NONDISCRIMINATION:

During the performance of this Agreement, COUNTY agrees that it shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the Government Code of the State of California. Further, COUNTY agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

14. VENUE:

Any action at law or in equity brought by either of the PARTIES hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the PARTIES hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs thereof including reasonable attorneys' fees to be set by the court in such action.

15. ASSIGNMENT:

It is mutually understood and agreed that this Agreement shall be binding upon COUNTY and its successors. Neither this Agreement nor any part thereof nor any moneys due or to become due hereunder may be assigned by COUNTY without the prior written consent and approval of CITY. CITY and COUNTY hereby agree to the full performance of the covenants contained herein.

16. AMENDMENTS:

Any amendments, including any supplements, to this Agreement shall be in writing and shall have the approval of the Board of Supervisors of COUNTY and the CITY Council. This is the entire Agreement for Animal Services and supersedes any prior written or oral Agreement inconsistent herewith. Any amendment will be presented to the City Manager prior to CITY Council approval.

17. **NOTICES:**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective PARTIES at the addresses set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

COUNTY:

Department of Animal Services
Attention: Director
6851 Van Buren Boulevard
Jurupa Valley, CA 92509

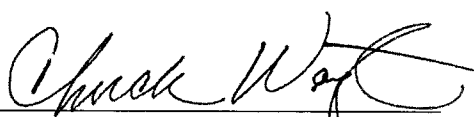
CITY:

City of Banning
Attention: City Manager
125 E. Ramsey Street
Banning, CA 92220

or to such other address(es) as the PARTIES may hereinafter designate in writing.

IN WITNESS WHEREOF, the PARTIES hereto have caused their duly authorized representatives to execute this Agreement.

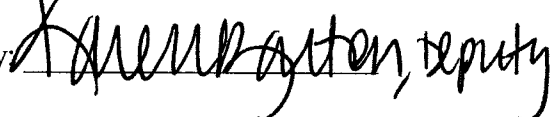
COUNTY OF RIVERSIDE

By: 
Chuck Washington, Chairman
Board of Supervisors

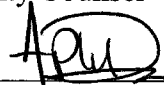
Dated: JUN 26 2018

ATTEST:


Kecia Harper-Ihem
Clerk of the Board

By: , deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By:  6/13/2018
Amrit P. Dhillon,
Deputy County Counsel

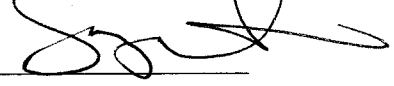
CITY OF BANNING

By: 
Rochelle Clayton
City Manager

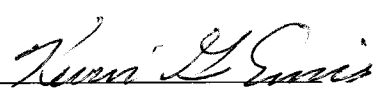
Dated: 05/24/2018

ATTEST:

City Clerk

By: 

APPROVED AS TO FORM:

By: 
Kevin L. Garcia
City Attorney

**CITY OF BANNING
EXHIBIT A
SCOPE OF ANIMAL FIELD SERVICES**

The County of Riverside, hereinafter referred to as COUNTY, agrees to provide the following animal field services for the City of Banning, hereinafter referred to as CITY:

1. **Definition of Field Services:** The Animal Field Services to be provided by COUNTY for CITY within the corporate limits of CITY shall include but not be limited to the following activities:
 - 1.1 **Field Service Assistance:** Respond to all calls for field service assistance pursuant to the priority of calls as described in this Exhibit.
 - 1.2 **Impoundment:** Impound all animals found at large and collect such impound fees as as referenced in Riverside County Ordinance 630, codified at Title 6 of the Riverside County Municipal Code or appropriate City Municipal Code.
 - 1.3 **Proper Care and Treatment:** Provide care and treatment to any stray or abandoned animal in accordance with State law and local ordinances.
 - 1.4 **Animal Bites:** Investigate reported bites by animals. COUNTY shall respond in person to all reported bites by dogs or by suspected rabid or wild Animals. As part of this response, COUNTY shall contact and interview the bite victim (or the victim's parent(s) or guardian(s) in the case of a minor) as part of the bite investigation procedure.
 - 1.5 **Quarantine:** Quarantine, as prescribed by State law and County Ordinances 630 and 771, codified at Title 6 of the Riverside County Municipal Code, or any successor thereto (hereinafter referred to as "Riverside County Code Title 6") all animals suspected to be rabid and/or that have bitten a person or other animal.
 - 1.6 **Stray and Barking Animal Complaints:** Respond to and process stray and barking animal complaints as referenced in Riverside County Ordinances 630 and 878, codified at Title 6 of the Riverside County Municipal Code, or appropriate City Municipal Code.
 - 1.7 **Dead Animals:** Remove dead Animals from the public right-of-way except in such cases where the Animal is on a state highway within CITY limits. In such cases, COUNTY shall immediately (or as soon as reasonably practicable) notify by telephone, facsimile, electronic mail transmission or other means the State of California's Department of Transportation.
 - 1.8 **Return of Impounded Animals:** Encourage the return of any lost/stray Animal (impounded by field personnel) to the rightful owner in the field, subject to the payment of impound fees.
 - 1.9 **Licenses for Dogs:** County shall issue dog licenses for City residents at City's request. All fees collected for dog licenses shall be accounted for by County and credited to City on a monthly basis, provided, however, that County shall retain the sum of \$6.00 for each dog license issued hereunder. County shall verify dog license status when responding to requests for service or when responding to complaints about animal behavior. The Animal Control Officer, as part of said officer's regular animal control duties as defined by, but not limited to, the terms of this Agreement, shall conduct license inspection activities during animal control investigations so as to ascertain the number of unlicensed dogs, to license such dogs and to foster compliance with City of Banning Municipal Code. County shall also provide an automated or manual verification system whereby owners can verify the status of their animal's license by telephone.

- 1.10 Kennels and Catteries:** COUNTY shall inspect and issue licenses to operate dog kennels and catteries within CITY pursuant to CITY's municipal codes, and collect fees in connection therewith. All fees for licenses to operate dog kennels and catteries shall be retained by COUNTY.
- 1.11 Issuance of Warnings and Citations:** Enforce all appropriate provisions of Riverside County Ordinances, codified at Title 6 of the Riverside County Municipal Code, including the issuance of warning notices or citations as necessary for violations of the provisions of said Riverside County Ordinances and Municipal Code Title 6, State law or City Municipal Codes.
- 1.12 Service to Public:** Provide service to the public on matters covered in this Agreement consistent with established policies and procedures that promote courteous and efficient service and good public relations. Other policies and procedures notwithstanding, COUNTY, in processing any type of complaint or request for service, will indicate to the caller that a response can be expected as per Section 6 below.
2. **Shelter Care and Disposition Services:** The COUNTY will house CITY's animals at the San Jacinto Valley Animal Campus, or other County operated shelter at the County's discretion.
3. **License Processing:** Compensation for License processing shall be based upon actual licenses processed and licensing processing rate. License processing costs shall be billed monthly and total resulting compensation may vary from estimated Agreement cost.
4. **Provision of Vehicles and Radio Equipment:** COUNTY shall provide animal control vehicle(s) with the appropriate animal control boxes mounted on the truck chassis and with an air conditioning unit mounted on the animal control truck boxes for use to provide Agreement services. The COUNTY shall equip, fuel, and maintain said vehicles.
5. **Missing or Stolen Animals:** COUNTY shall file a report with the Riverside Sheriff's Department within 24 hours if an impounded Animal is missing or suspected to have been stolen from an animal control vehicle or while in COUNTY custody. COUNTY shall indicate on the police report the circumstances of the Animal's disappearance.
6. **Priority of Field Services:**
- 6.1 Definitions:** Services are those enforcement activities rendered by COUNTY pursuant to the relevant sections of Riverside County Ordinances, codified at Title 6 of the Riverside County Municipal Code, and related State and City codes and are assembled for expediency into two categories: Emergency and Non-Emergency. Priority Ranking refers to the order of priority with which a call will be handled. All calls will go directly to the dispatcher or assigned clerical staff for relay to the Animal Control Officer. If a call is "exceptional," a defined in Section 6.4 of this Exhibit, it will be referred to the Supervisor for evaluation and processing. Field service activities will be performed daily and generally based upon the priority ranking and based on limited service hours in accordance with Agreement or part-time officer. All calls involving imminent danger scenarios will be responded to within 60 minutes if reasonably possible, subject to considerations involving the time of day, traffic conditions, or other uncontrollable circumstances. An Animal Control Officer will respond to animal medical emergencies and other emergencies involving danger to humans within 30 minutes or less during

regular service hours, Monday through Friday, and within 60 minutes or less on Saturdays and Sundays and after regular service hours and holidays. CITY acknowledges that response time may be affected by traffic congestion or other hindering circumstances uncontrollable by the COUNTY. COUNTY shall provide a means for responding to calls for service that take place during limited service periods (as defined below) which are of an emergent nature pursuant to this Exhibit. Field service personnel shall be assigned to patrol and other service field tasks as defined by COUNTY and CITY. The following definitions of "regular service hours," "limited service" and "holidays" are intended to identify the broad time frames during which specific levels of service will be provided. "Regular Service Hours" shall be deemed to mean between the hours of 7:30 am to 5:00 pm, Monday through Friday, holidays excepted. "Limited service" shall be deemed to mean between the hours of 5:00 pm to 7:30 am, Monday through Friday, all day Saturday, Sunday and on holidays. "Holidays" as herein shall be those as established by the COUNTY and the CITY. The COUNTY shall answer all telephone calls for Field Services during phone center operational hours. Calls shall be received by the COUNTY answering service after hours and on holidays, as noted above. Calls answered by the answering service will be handled on an emergency basis as outlined in this Exhibit. The dispatcher and/or clerical support staff shall maintain a detailed record of all requests, for service, both emergency and routine, received during regular service hours and after regular service hours, including time and date, when the calls were answered and the disposition of those calls. Records of these calls shall be maintained for at least thirty (30) days. The CITY and COUNTY agree that any incident reports to the COUNTY by residents or through emergency services involving a dangerous, aggressive, wild, injured or sick animal constitute an emergency and require immediate action by the COUNTY pursuant to this Agreement. Calls for service received after normal business hours that are not of an emergent nature shall be answered by an answering service and referred to call back on the next business day during phone center operational hours. These calls will then be scheduled for response in accordance with this Exhibit.

6.2 Calls considered as Emergencies to be handled Without Delay:

- 6.2.1 Animals endangering health or safety of the community.
- 6.2.2 Police Department requests for service.
- 6.2.3 Sick or injured stray animals.
- 6.2.4 Animals in distress.
- 6.2.5 Humane investigations – life threatening. (Depending on immediate circumstance)
- 6.2.6 Venomous snakes

6.3 Calls Considered as Non-Emergency to be handled during Regular Business

Hours:

- 6.3.1 Pick-up confined, healthy, stray-animals.
- 6.3.2 Dead animal removal.
- 6.3.3 Quarantine investigations.
- 6.3.4 Leash law enforcement.
- 6.3.5 Nuisance animal investigations.
- 6.3.6 Permit investigations.

- 6.4 Exceptions:** The Animal Control Director or the deputies of the Animal Control Director may, on a case-by-case basis, authorize variations of priority when circumstances require. COUNTY shall provide a written report within five (5) business days of making a determination that a variation in priority was required. Qualifying incidents will be determined by the responding officer.

**CITY OF BANNING
EXHIBIT B
SCOPE OF ANIMAL SHELTER SERVICES**

The County of Riverside, hereinafter referred to as COUNTY, agrees to operate and provide the following Animal Shelter Services for the City of Banning, hereinafter referred to as CITY:

1. **Shelter Location:** The COUNTY will house the CITY's animals at the San Jacinto Valley Animal Campus ("Shelter"), or other shelter operated by the County of Riverside at County's discretion. The handling of these animals will comply with the terms of this Agreement. The county is responsible for the maintenance and operation of the shelter, and the care of the animals on a 24-hour basis.

2. **Contract Performance:** COUNTY's Director of Department of Animal Services, or appointed designee, shall meet as necessary to discuss contract performance with the CITY's City Manager or appointed designee.

3. **Shelter Services:**
 - 3.1 **Treatment of Animals:** Adequate care and treatment of animals while in custody at the Shelter to ensure that animals impounded are provided with humane and appropriate levels of care including a clean environment, fresh water, adequate nutrition and appropriate medical care.
 - 3.2 **Spay and Neuter:** Ensuring that all dogs and cats adopted from the Shelter are spayed or neutered, or that adequate provisions are made for such spaying or neutering if COUNTY transfers any animals, or if adopted animal is unable to receive spaying or neutering due to a medical condition. In accordance with California Food and Agricultural Code Sections 30503 and 31751.3, if a veterinarian employed at the Shelter certifies that a dog or cat is too sick or injured to be spayed or neutered, the COUNTY shall collect a spay/neuter deposit from said adopter or purchaser and said deposit will be deposited into a segregated fund, which will be maintained by the COUNTY. Such deposit will be fully refunded to the adopter or purchaser if proof of sterility is provided within 30 business days from the date of surgery, at which the deposit is forfeited in accordance with the CA Code 30503 and 31751. Accordingly spay and neuter deposits may only be used by the COUNTY for programs to spay or neuter dogs and cats.
 - 3.3 **Volunteer Program:** Maintenance of a program to provide for the participation of Volunteer's in programs relating to animals.
 - 3.4 **Enforcement:** Enforce all relevant provisions of County of Riverside County Animal Control Ordinances, codified in the Municipal Code at Title 6, ANIMALS, and State law as may be applicable to animals housed, kept or maintained at the Shelter.
 - 3.5 **Incoming Animal Identification:** Incoming animals must be checked immediately for collar tag, and scanned for microchip by qualified Shelter staff within one hour of arrival to the Shelter. Shelter staff shall make all attempts to notify owners within twenty-four (24) hours of the animal impound by COUNTY.
 - 3.6 **Quarantine:** COUNTY shall quarantine, as prescribed by law, all animals suspected of being rabid, or involved in a bite investigation.
 - 3.7 **Impoundments and Quarantines:** COUNTY shall house, feed and care for all animals impounded and/or quarantined at the Shelter.
 - 3.8 **Incoming Animal Examinations/Assessments:** A cursory exam will be performed within twelve (12) hours, except after regular business hours when the examination will be performed within twenty-four (24) hours. Incoming animal assessment must include the following:
 - 3.8.1 A physical examination to determine if a medical condition exists which requires a veterinarian's attention

- 3.8.2 Routine vaccinations and de-worming, as needed
- 3.8.3 External parasite treatment, as necessary
- 3.8.4 Document the animal's incoming weight
- 3.8.5 Scan for microchip identification
- 3.8.6 Establish unique identifier for the animal
- 3.8.7 Document any identifying features or abnormalities. The COUNTY shall properly document on an animal-by-animal basis that an examination/assessment is performed.
- 3.9 **Behavioral Assessments:** Behavioral Assessments of Shelter animals will be conducted in accordance with guidelines established by the Department of Animal Services.
- 3.10 **Adoption:** Animals identified as being available for adoption are placed in adoptable areas of the Shelter.
- 3.11 **Community Adoption Partners:** California Food & Agricultural Code, Sections 31108(b) and 31752(b) state any stray dog/cat "that is impounded pursuant to this division shall, prior to the euthanasia of that animal be released to a nonprofit, as defined in Section 501(c) (3) of the Internal Revenue Code, animal rescue or adoption organization if requested by the organization prior to the scheduled euthanasia of that animal. The public or private shelter may enter into cooperative agreements with any animal organization or adoption organization. In addition to any required spay or neuter deposit, the public or private shelter, at its discretion, may assess a fee, not to exceed the standard adoption fee, for animals adopted or released."
- 3.12 **Foster Care Placement:** A foster care placement program assists the Shelter by improving animal care, giving certain animals a better chance of adoption, and lifting the spirits and morale of staff and volunteers.
- 3.13 **Vicious Dogs:** Any dog declared or determined to be vicious/dangerous and in custody of the Shelter either under impoundment or quarantine shall be deemed unsuitable for adoption and shall not be released except as required by law or at the Director's discretion.
- 3.14 **Euthanasia:** Provide humane euthanasia service as required for impounded animals held at the Shelter for the lawful number of days, if such animal is not reclaimed by said animal's owner and is deemed to be not adoptable by COUNTY. Animals that are irremediably suffering from a serious illness or severe injury may not be held for owner redemption or adoption. Only euthanasia methods approved by the American Veterinary Medical Association shall be used. Records will be kept for a period of not less than three (3) years on each euthanized animal including the following information: breed; sex; color; weight; other distinguishing characteristics; date, time and location where animal was found; method of euthanasia and reason for use of method.
- 3.15 **Drug Enforcement Agency (DEA):** Additionally, the COUNTY must comply with all Drug Enforcement Agency (DEA) regulations regarding storage, record-keeping, inventory, use, and disposal of all controlled substances.
- 3.16 **Feeding Protocols:** All animals shall be fed in amounts appropriate to meet their nutritional needs.
- 3.17 **Staffing and Volunteers:** COUNTY shall recruit and supervise all necessary personnel for the office, kennel, veterinary and other areas of the Shelter. Staffing shall include any and all full or part-time personnel and shall include the recruitment, supervision and assignment of volunteers in suitable Shelter-related activities. Personnel employed at the Shelter in the performance of Shelter-related activities shall be designated as COUNTY employees and any and all volunteers engaged in Shelter activities shall participate in activities designated by COUNTY and shall be under the auspices of COUNTY. Use of volunteers at the Shelter shall be determined by COUNTY on behalf of CITY.
- 3.18 **Holding Periods:** COUNTY shall hold all stray impounded animals, not otherwise owner identifiable, for holding periods as required by law.
- 3.19 **Missing Animals:** COUNTY shall notify police immediately of any animal found to be

missing from the Shelter that had previously been impounded and/or in protective custody.

3.20 Hours of Operation: COUNTY shall maintain hours of operation at the Shelter to provide maximum public access for the animals, to the extent possible.

3.21 Disease Control and Sanitation: COUNTY shall maintain the Shelter in a clean and sanitary condition. COUNTY's policies and procedures in this area may include beneficial standards and/or guidelines derived from reputable animal care organizations including, but not limited to, the following: Humane Society of the United States, American Humane Association and American Veterinary Medical Association.

3.22 Provision of Personnel and Supplies: COUNTY will provide personnel, supplies, materials, medication, pharmaceuticals, and equipment, including forms and reports to perform all aspects of the Shelter Services program.

3.23 CITY Access: COUNTY shall provide access to the authorized representatives of CITY to the entire Shelter during normal business hours, and at such other times upon reasonable notice.

3.24 Livestock and Fowl Care: COUNTY shall provide food, care and shelter to livestock and fowl, either at the Shelter or at another location when such animals cannot be cared for at the Shelter. Costs of housing any livestock or fowl, regardless of Shelter location shall be charged to the owner of the animal, if known. If the animal's owner wishes to redeem the animal, the owner shall first pay all applicable fees and charges at the Shelter; except as otherwise required by law, then and only then, will the COUNTY authorize release of the animal. COUNTY shall notify CITY in writing where said expenses reach the amount of \$5,000 or greater per incident. Such expenses shall not exceed the amount of \$25,000 per incident unless authorized in writing by CITY.

3.25 Animal Disposal: COUNTY shall prohibit any animal whether dead or alive, which has been impounded, in custody, or in quarantine at the Shelter to be given away, disposed of, traded, sold or in any manner given over to another person, organization or entity for experimentation, regardless of purpose. COUNTY shall be responsible for the disposal of animal remains in its custody or control, subject to applicable laws.

3.26 Level of Service Provided: COUNTY will provide Shelter Services as defined in this Agreement. COUNTY's policies and procedures for Shelter Service shall be based on standards and/or

guidelines derived from reputable animal care organizations including, but not limited to the following: Humane Society of the United States, American Humane Association and American Veterinary Medical Association.

3.27 Animals Surrendered by their Owners: Any pet surrendered by the owner to an Animal Control Officer and transported to the COUNTY shelter shall incur the prevailing owner surrender charges. Such fees shall be collected from the owner and conveyed to the COUNTY, or be charged directly to the CITY at the established stray animal rate for the shelter.

3.28 Licenses for Dogs: COUNTY shall issue dog licenses for City residents at CITY'S request as follows: CITY will provide tags to COUNTY and coordinate the tag numbers to be used with the COUNTY licensing department. All fees collected for dog licenses shall be accounted for by COUNTY and credited to CITY on a monthly basis, provided, however that COUNTY shall retain the sum of \$6.00 for each dog license issued hereunder. A one-time data conversion fee may be applicable if CITY data is new to the COUNTY licensing database.

4. Compensation:

4.1 Compensation for Sheltering:

4.1.1 Compensation for shelter services shall be based upon established rate for shelter service at specified primary shelter location and prior year impounds of dogs and cats. An annual rate shall be established based on these factors and payable monthly in 1/12th increments. Additional

costs for large animal sheltering are incurred at \$20 per animal per day for horses and cattle and \$12 per animal per day for swine, goats and sheep in accordance with ordinance and will be billed based on actual sheltering on a monthly basis.

4.1.2 CITY will be responsible for all costs associated with any/all animals seized within the CITY boundaries which are held in Shelter, including facilities that Agreement with the COUNTY to provide additional shelter services under the supervision of the COUNTY. This Includes animals being held as evidence in a court filing or Rabies quarantine. The COUNTY agrees to assist the CITY in seeking reimbursement from the owner by providing invoices for all services

provided. All services provided to each animal involved will be charged as of the current date including but not limited to the following: IMP 1- collection; State Fine 1-collection, Board collection- all fees due; QT Board collection-if applicable; Rabies Vaccination collection-if applicable; DA2PPV collection; Boardatella collection; microchip collection; any and all medications provided to each animal; and Personnel charges. All fees will be in accordance with the COUNTY's current fee schedule.

4.2 Compensation for Operations and Maintenance: Compensation for Operations and Maintenance shall be based upon rate for shelter service at a specified primary shelter location and three prior fiscal year impounds of dogs and cats. An annual rate shall be established based on these factors and payable monthly in 1/12th increments.

4.3 License Processing: Compensation for License processing shall be based upon actual licenses processed and licensing processing rate. License processing costs shall be billed monthly and total resulting compensation may vary from estimated Agreement cost.

4.4 Outreach Activities: Daily flat rates educational outreach and shot clinics will be billed based on actual outreach days scheduled. Compensation accounts for full staff time to provide service for one day. The maximum time possible will be afforded for actual outreach activity; however actual outreach activity time will be reduced by travel and preparation time the day of the event.

5. Definitions:

5.1 "Shelter Services," as used in this Agreement shall include, but is not limited to, the following activities:

5.1.1 Impoundment, admittance, receiving, care, custody and feeding of any and all stray domestic animals. Livestock, exotics and the impoundment of wildlife as may be delivered and/or received at the Shelter until an appropriate wildlife agency can be contacted and the wildlife then transferred into their custody.

5.1.2 Redemption, treatment, sale, adoption, and/or disposal of any and all animals.

5.1.3 Counseling and advising animal owners.

5.1.4 Each animal shall be identified individually and photographs of all newly impounded animals shall be posted on the Shelter website.

5.1.5 Ensuring that all dogs, four months and older, released from the Shelter to a resident of Riverside County are licensed and, if not licensed, to sell license to the owner or other person taking custody of each such dog. In accordance with COUNTY ordinances, require the micro-chipping of released animals at the owner's expense.

5.1.6 Humane euthanasia of animals as lawful and necessary, including the creation of a log detailing those animals that are euthanized and the reasons for such euthanasia on an animal-by-animal basis. This log shall further state whether the animal was unhealthy and unsuitable for adoption.

5.1.7 Proper disposal of dead animals.

5.1.8 Care and maintenance of the Shelter facility, including land and buildings.

“Care” includes, but is not limited to providing a safe, temporary refuge for any animal impounded, and providing needed medical services for injured/sick animals or transfer of animal to the appropriate agency.

5.2 “Adoptable Animal,” shall mean those animals eight weeks of age or older that at or subsequent to the time the animals are impounded or otherwise taken into possession, have manifested no sign of disease, injury, or congenital or hereditary condition that adversely affects the health or temperament of the animal, or that is likely to adversely affect the animal’s health in the future. Dogs declared as “vicious” under State and/or local laws are unadoptable.

5.3 “Treatable,” shall mean an animal with a medical condition such as skin problems bad flea or skin infestations, a broken limb, abscess, or problems that may be treated with appropriate resources, holding space, treatment and/or time. “Treatable” shall also mean an animal with behavioral conditions that may be corrected with time and proper training, such as chasing animals/objects, food aggression, etc.

5.4 “Untreatable Animal,” shall mean any animal that is irremediably suffering from a serious illness or physical injury or behavioral condition and shall not be held for owner redemption or adoption.

5.5 Impounded animals include animals found running at large, removed from private property or that are taken into the custody by COUNTY or law enforcement.

5.6 Seized animals: animals that are confiscated from an owner when ordered by a court of competent jurisdiction, under Penal Code 597.1 whether the seizure was determined justified or not, when exigent circumstances exist.

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**CITY OF BANNING
EXHIBIT C
PAYMENT PROVISIONS**

CITY shall pay to COUNTY on a monthly basis arrears, with a monthly billing and accounting thereof by COUNTY to CITY those fees as established by County of Riverside Ordinances 534 and 630 codified as Riverside County Code of Ordinances Title 6-Animals; relative to the services to be performed under this Agreement as follows:

1. Animal Field Services:

1.1 One FTE (Annual) Animal Control Officers: $1 \times \$127,026^* = \$127,026/\text{fiscal year}$
Full-time 40 hours per week

*The cost to provide one full-time Animal Control Officer to service an area for a total of 2,080 hours per fiscal year, including a factor for direct and indirect overhead and all operational expenses. This cost does not include overtime. Payable monthly in 1/12th increments of **\$10,585.50/monthly**.

1.2 Estimated Overtime Services: \$82 per hour

The cost to provide after-hours services (evenings, weekends and holidays) is charged hourly \$82 (minimum call out 2 hours). Estimate is based on past experience. To be billed based on actual usage.

1.3 Animal Control Target Area Sweeps: \$2,460 per target sweep

(The cost to provide 5 officers for 6 hours to perform target area sweep, to be billed based on actual usage as requested by City.)

2. Animal Shelter Services:

2.1 Animal Sheltering Services: $842 \times \$81^* = \$68,202/\text{fiscal year (FY)}$

Payable in 1/12th increments of **\$5,683.50/monthly**.

Fixed rate based on past Fiscal Year impounds multiplied by the sheltering rate* at San Jacinto Valley Animal Campus.

2.2 Operational and Maintenance (O&M) Costs: $842 \times \$10.86^* = \$9,144.12/\text{FY}$

Payable in 1/12th increments of \$762.01/monthly.

(Fixed rate based on past Fiscal Year impounds multiplied by the O&M rate *for San Jacinto Valley Animal Campus.)

2.3 Large Animal Sheltering of horses and cattle at \$20 per animal per day of sheltering
(Additional cost billed on actuals)

2.4 Large Animal Sheltering of swine, goats and sheep at \$12 per animal per day of sheltering
(Additional cost billed on actuals)

3. Outreach Activities: Daily flat rates for education outreach and shot clinics will be billed based on actual days scheduled. Compensation accounts for full staff time to provide service for one day. The maximum time possible will be afforded for the actual outreach activity; however actual outreach activity time will be reduced by travel and preparation time the day of the event.

3.1 Shot Clinic: \$2,783* per event flat rate billed on actual use

*The cost for staff, vaccinations and microchips, free to constituents with a 200 cap.

3.2 Education outreach event \$2,553* per event flat rate billed on actual use.

*The cost to staff an outreach event for the purpose of educating City constituents.

4. Summary of Compensation for Animal Services: The following chart summarizes the fees to be charged by the COUNTY for animal services pursuant to this Agreement.

SERVICES	FY17/18
Regular Field Service	\$127,026
Over-time Field Services*	\$82/hour
Total Field Services	\$127,026
Shelter Service**(Fixed)	\$68,202
Operation & Maintenance**	\$9,144
Total Shelter Services	\$77,346
License Processing ***	\$6/license
Total for all services****	\$204,372

Rates are subject to change as adopted by the Board of Supervisors

The scheduled compensation payable to COUNTY for all services as set forth in this Agreement is two hundred four thousand three hundred seventy two dollars (\$204,372) for the period commencing July 1, 2018 through June 30, 2019, renewable automatically in one (1) year increments through June 30, 2023, if mutually agreed upon by the PARTIES. The CITY will be provided prior year impound rates by March 31st each year for following year budgets through June 30, 2023.

*Field services may fluctuate based on actual on call usage.

**Shelter service and Operation Maintenance (O&M) fixed rates are adjusted for each year of Agreement by the following formula: Prior three fiscal year dog/cat impounds times the sheltering/O&M rate. The formula establishes a fixed rate that will be payable in 1/12th monthly increments. The CITY will be provided prior year impound rates by March 31st each year for following year budgets through June 30 2020.

***License processing costs may fluctuate based on actual number of licenses processed.

****Total may fluctuate based on actuals for the fiscal year.

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