



## CITY OF BANNING STAFF REPORT

**TO:** CITY COUNCIL

**FROM:** Douglas Schulze, City Manager

**PREPARED BY:** Doug Schulze, City Manager

**MEETING DATE:** December 12, 2023

**SUBJECT:** Animal Services Discussion: Banning Animal Shelter and ARE Animal Rescue Contract

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### **RECOMMENDATION:**

Provide direction to City Manager regarding Banning Animal Shelter and ARE Animal Rescue Contract for shelter services.

### **BACKGROUND:**

The City of Banning and ARE Animal Rescue entered into an Agreement for animal shelter services in April 2021. The Agreement identifies the specific purpose of the agreement is for ARE Animal Rescue to coordinate the fostering, care, and adoption of abandoned animals as an alternative to euthanasia. ARE Animal Rescue is responsible for providing a broad range of animal care and shelter activities for the purpose of safeguarding the health and safety of domestic and wild animals in the City, operating the City's animal shelter, promoting the humane treatment of animals, and for enforcing City ordinances relating to animal control.

The contract term is five years (7/1/2021 to 6/30/2026), unless terminated sooner according to the termination process established in the contract. The termination notice required by the contract requires written notice of ninety (90) days by either party. More importantly, termination of the agreement would require a replacement option to provide services beginning on the effective date of termination.

Specific services to be provided by ARE, including:

- 1) Animal Shelter, which includes impound, care for, quarantine and disposal of domestic, wild and vicious animals, as well as, adoption and redemption services. A holding period of three (3) days is required for all stray animals (except acutely injured or diseased animals) and a period of at least ten (10) days for all licensed dogs. ARE is also required to provide animal adoption and redemption services for animals at the City's Animal Shelter during normal business hours except when volunteers are not available. **ARE is in compliance with these requirements.**
- 2) Euthanasia Services. ARE is required to provide humane euthanasia of acutely sick, injured animals and dangerous animals. Euthanasia shall be accomplished in a humane manner by injection of a painless, fast-acting drug and performed by a certified staff member. **ARE is in compliance with these requirements.**
- 3) Dog Licenses. ARE is required to provide licensing information in all adoption packets and to pet owner's recovering impounded pets that are not licensed. Pet licensing is the responsibility of the City. **ARE is in compliance with this requirement.**
- 4) Maintenance. ARE shall maintain the shelter to be in a clean and sanitary condition at all times, consistent with generally applicable standards for similar facilities in Riverside County. ARE shall also secure the facility from unauthorized entry. **ARE is in compliance with this requirement.**

5) Spay/Neuter Deposits. ARE is responsible for collecting a spay/neuter deposit for every dog and cat adopted from the City's Animal Shelter. Deposits are held by ARE and reimbursed directly to those who obtain valid releases within the allotted time. Upon forfeiture, such deposits shall become the property of ARE and shall be used for their prescribed purposes described in the Food and Agriculture Code. **ARE is in compliance with this requirement.** Animals are spayed/neutered before they are offered for adoption.

6) Educational Material and Programs. ARE shall provide animal care and other information, literature and programs at a nominal fee to the general public, and upon request of City service clubs and other organizations, for a nominal fee not to exceed one hundred dollars (\$100.00). **ARE is in compliance with this requirement.**

7) Veterinary Services. ARE shall utilize licensed veterinary services for the care of impounded injured and sick animals. **ARE is in compliance with this requirement.**

8) Tone of Service and Resolution of Service Complaints. ARE shall provide service to the public on matters covered in this contract consistent with established policies and procedures in the industry so as to promote courteous and efficient service and good public relations. ARE shall cooperate with City to resolve any and all complaints filed with ARE or City pertaining to services provided or to be provided under this contract. ARE shall maintain and provide a record of complaints. ARE has been cooperative with City in efforts to resolve complaints. The City has received complaints regarding discourteous interactions with members of the public.

9) Missing Animals. ARE shall file a report with the Banning Police Department or the Riverside County Sheriff's Department within twenty-four (24) hours if an impound animal in the custody of ARE at the animal shelter is missing or suspected to have been stolen. **ARE is in compliance with this requirement.**

10) Shelter Standards. ARE shall operate the City's Animal Shelter in conformance with American Humane Association Standards. ARE is in compliance with this requirement for kennels within the physical shelter buildings. However, overflow areas do not meet shelter standards due to placement on dirt and deteriorated asphalt concrete. These areas cannot be properly cleaned or disinfected, which can lead to illness or diseases. Inspection report attached.

11) Compliance with City's Animal Code. ARE shall provide its services and operate the City's Animal Shelter consistent with the City's Animal Code (Chapter 6.04 of Banning Municipal Code). **ARE is in compliance with this requirement.**

12) Records.

a. ARE shall maintain and keep records of all expenditures and obligations incurred pursuant to this contract and all income and fees received thereby according to generally recognized accounting principles on a daily, weekly and monthly basis. Such records shall be maintained by ARE for a minimum of three (3) years. **ARE is in compliance with requirement.**

b. ARE shall maintain and keep records of all licenses issued, impounds made, animals spayed, neutered, treated for illness, adopted and all other actions taken with respect to the disposition of the animals. ARE is in compliance with requirement.

c. ARE shall make all records maintained under this section available to authorized City personnel during normal business hours upon reasonable notice. ARE is in compliance with requirement.

d. ARE shall maintain a record of all written complaints received by ARE, from whatever source regarding the City's animal control operations. Such records shall be provided to the City each month in a form to be agreed upon by the City and ARE.

e. A record of all donations made to ARE from whatever source or resources for the purpose set forth in this contract shall be provided to the City of Banning on a monthly basis and upon the termination of the contract.

13) Audit and Inspection. ARE shall annually provide to the City on the anniversary of this Contract a standard financial audit of its operations. The cost of such standard audit will be borne by ARE. ARE has not provided an annual audit. Non-compliant.

14) Insurance. ARE shall procure and at all times during the term of this Contract carry, maintain, and keep in full force and effect, insurance as follows:

a. Commercial General Liability Insurance with a minimum limit of \$1,000,000 per occurrence and a general aggregate limit of \$2,000,000 per project or location. ARE is in compliance with requirement.

- b. Automobile Liability Insurance with a combined single limit of \$1,000,000 per accident for bodily injury per accident for bodily injury and property damage. ARE is in compliance with requirement.
- c. Worker's Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000 per accident for bodily injury or disease. ARE is in compliance with requirement.

On October 23, 2023, an inspection of the Banning Animal Shelter was performed by City Manager Doug Schulze, Assistant City Manager Laurie Sampson and Communications Manager Anthony Riley. The inspection was conducted using the Animal Shelter Inspection Form published by People for the Ethical Treatment of Animals (PETA). As a result of the inspection, the animal shelter and ARE Animal Rescue operation of the shelter is deemed to be in compliance with standards published on the PETA Inspection form. Overflow kennels are substandard and it should be a priority of ARE Animal Rescue and the City of Banning to address this matter. However, NO animals were found to be sick or diseased.

The primary area of concern is the lack of appropriate kennel space for impounded dogs. It should be noted that ARE Animal Rescue is not responsible for providing shelter kennel capacity. Kennel space demand is a direct result of animal control effectiveness, dog owner surrenders (local), and after-hours drop off of animals outside locked gate. In addition, animal control has impounded numerous confiscated animals that must be retained pending court action. This includes several dangerous dogs that would typically be euthanized.

**JUSTIFICATION:**

City Council has requested an update and discussion of the contract with ARE Animal Rescue for shelter services.

**FISCAL IMPACT:**

The Animal Shelter contract between the City of Banning and ARE Animal Rescue established compensation based on Riverside County Animal Control statistics during the last three years of the contract between the City of Banning and Riverside County Animal Control. The actual number of dogs and cats impounded annually by City of Banning Animal Control is substantially greater than estimated.

**ALTERNATIVES:**

- 1. Continue relationship with ARE Animal Rescue under existing contract:
  - a. Direct City Manager to identify options to increase kennel space.
  - b. Direct City Manager to identify options to reduce impounded dogs.
- 2. Provide ninety (90) day notice of termination to ARE Animal Rescue:
  - a. Direct City Manager to prepare and publish RFP for shelter operation.
  - b. Direct City Manager to recruit and fill City staff positions to operate shelter.
  - c. Direct City Manager to negotiate contract with Riverside County for shelter services.
- 3. Take no action.

**ATTACHMENTS:**

- 1. [Att 4. Statistics Reports 2022-2023.pdf](#)
- 2. [Att 5. ARE Animal Rescue COI.pdf](#)
- 3. [Att 1. Contract with ARE Animal Rescue.pdf](#)
- 4. [Att 2. Inspection Report 102023\\_0001.pdf](#)
- 5. [Att 3. 2022-23 ARE Financials.pdf](#)