



TOWN OF APPLE VALLEY

TOWN COUNCIL STAFF REPORT

To: Honorable Mayor and Town Council **Date:** August 28, 2012

From: Gina Schwin-Whiteside
Animal Services Manager
Animal Services Shelter **Item No:** 4

Subject: COOPERATIVE AGREEMENT FOR TRANSFER/RELEASE OF
SHELTER ANIMALS

T.M. Approval: _____ **Budgeted Item:** Yes No N/A

RECOMMENDED ACTION:

1. Direct staff to implement the proposed "Cooperative Agreement for Transfer/Release of Shelter Animals" allowing Animal Rescue Organizations to pull unaltered animals from the Town's Municipal Shelter at the rate of \$5.00. This provision is allowed for Rescues that comply with the provisions of the agreement and reporting requirements in compliance with State Law.
2. Direct staff to implement a reduced fee of \$30/cats and \$65/dogs for Animal Rescue Organizations that chose to pull animals from the Town's Municipal Shelter after they have been spayed/neutered, rabies vaccinated and microchipped. This fee does not include a one-year license for dogs.
3. Direct staff to bring back revisions to the animal fostering program: Shelter Animal Volunteer Exchange (SAVE) program.

SUMMARY:

As directed, Animal Services is proposing an updated and formal agreement with animal rescue organizations in compliance with State Law. The agreement identifies roles and responsibilities of the Town of Apple Valley Animal Services Department (AVAS) and Animal Rescue Organizations (ARO), that will receive animals transferred/released from the Town's Municipal Animal Shelter.

Animal Services staff and various rescue group representatives created the final agreement in this proposal. The ultimate goal is to find a permanent loving home for all adoptable animals and reduce euthanasia.

BACKGROUND:

On April 12, 2011, Animal Services staff presented incentive programs designed to increase voluntary participation in a spay/neuter program, permitting of Temporary Animal Foster Homes (Shelter Animal Volunteer Exchange-SAVE) program, Trap Neuter Release, and streamlined processes for the Rescue of shelter animals written in compliance with State laws. After receiving the report, there was Council consensus for staff to bring back options for their review.

On August 14, 2012, the Town Council adopted several recommendations presented by staff in support of a town-wide Voluntary Spay/Neuter Program. One of the recommendations included a Reduced Rate for Animal Rescue Organizations pulling animals between day six (6) through day ten (10) of the impound. Currently, Rescues may pull unaltered animals from the shelter for \$5.00.

This proposal is for a formalized "Cooperative Agreement for the Transfer/Release of Shelter Animals" between the Town of Apple Valley Animal Services Department (AVAS) and participating 501(c)3-AROs or individuals participating in the SAVE program. This staff report details the procedures for transferring/releasing an animal to the AROs, reduced fees for adoption, and reporting requirements after the animal is placed (adopted out) by the AROs. Revisions to the animal fostering SAVE program will be presented to Council at a future meeting.

Per California Food and Agricultural Code Section 31108, a *"public or private shelter may enter into cooperative agreements with any animal rescue 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."*

State law also states that, *"Public animal control agencies or shelters, society for the prevention of cruelty to animals shelters, humane society shelters, and rescue groups may enter into cooperative agreements with each other and with veterinarians in lieu of requiring spaying and neutering deposits."*

Finally, per law, *rescue groups cannot sell or give away a cat or dog that has not been spay or neutered.* The only exception to this provision is if a veterinarian licensed to practice in the State of California certifies that the animal is too sick or injured to be altered. There are specific provisions for compliance that must be met regarding the adoption of an unaltered pet by a rescue organization. This proposed agreement identifies the regulations that shall be followed.

Partnering with animal rescue organizations provides alternative housing for animals needing permanent loving homes and helps reduce euthanasia statistics. It is important

to adopt a streamlined transfer process and clearly identify the expectations of all partnering organizations. AVAS Staff supports the proposed agreement, which will benefit the animals in our care.



Supporting Partnerships to Provide a “Better Way of Life” for the Animals in our Care

Town of
Apple Valley
Animal Services

Physical: 22131 Powhatan Rd • Apple Valley, California 92307
Mailing: 14955 Dale Evans Parkway • Apple Valley, California 92307

Cooperative Agreement for the Transfer/Release of Shelter Animals

Apple Valley Animal Services (AVAS) is responsible for the enforcement of all California Animal Related Laws, Title 15 of the Town’s Municipal Code and local animal regulations. Our philosophy is to promote responsible pet-ownership, compassion toward animals, and safe human-animal interactions. In order to meet the community’s expectations and to raise the bar for municipal animal care, AVAS offers various valuable services through community outreach, public education, animal placement, legislation, sheltering, and enforcement programs. Our purpose is to provide responsive, efficient, and high quality animal care services that preserve and protect public health and safety and ensure the humane treatment and care of all animals.

AVAS recognizes that the quantity of animals entering our Municipal Shelter often exceeds the number of available permanent homes. In addition, AVAS is tasked with performing the daily operations of the facility, including the care and treatment of shelter animals, accepting relinquishment of animals from the public, and adoption counseling. When the population of animals within the shelter is high, AVAS has less time to focus on animals that become sick, stressed, or exhibit challenging behaviors. All of these conditions impact the adoptability of shelter animals.

Considering budget constraints and the goal to reduce euthanasia of potentially adoptable animals, AVAS partners with Animal Rescue Organizations (AROs) and individuals to provide Shelter Animal Volunteer Exchange (SAVE) Homes. These partnerships provide alternate housing for animals needing lengthy treatment or behavioral training before being placed into permanent loving homes.

AVAS values partnerships that provide a greater degree of housing options and skilled handlers for animals that would otherwise be euthanized. To facilitate the transfer of shelter animals from the Town of Apple Valley Animal Services Department to AROs or SAVE Homes, we have updated the Cooperative Agreement for the Release/Transfer of Animals. The updated agreement will allow us to streamline the paperwork process and ensure compliance with California State Law.

The AVAS staff supports this agreement. We look forward to rewarding partnerships that enhance animal placement efforts, generate alternatives to euthanasia and provide shelter animals a “Better Way of Life” in permanent loving homes.



Cooperative Agreement for the Transfer/Release of Shelter Animals

Animal Rescue Organizations (AROs)

Application

Per California Food and Agricultural Code, Section 31108(b): The public or private shelter may enter into cooperative agreements with any animal rescue 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.

ARO Application:

- Any non-profit 501(c)3 - Animal Rescue Organization (ARO) interested in accepting the transfer of animals under this agreement is required to submit a completed Animal Rescue Organization Application. The Apple Valley Animal Services (AVAS) Adoption Outreach Team will review a submitted application within two (2) weeks of the date received.
- Reviewed applications that include all of the required documentation and ARO authorizing signatures will be forwarded to the Animal Services Manager for final approval.
- Required documentation includes:
 - A current copy of the ARO's IRS Letter of Determination recognizing the 501(c)3 exempt status
 - List of individuals authorized to represent the ARO by accepting transfer/release of shelter animals from AVAS
 - A copy a current driver's license or other photo identification of all individuals listed by the ARO under this agreement
 - A list of addresses where the animals will be housed until permanently placed by the ARO
 - A current copy of the ARO's insurance coverage

Companion Selection and Holding:

The desired goal for every adoptable animal under the care of AVAS is placement into a permanent loving home. Therefore, to the greatest extent possible, staff will provide time for available animals to be adopted from the shelter and directly placed with their new family. Unfortunately, circumstances arise that prevent direct placement. This includes health, behavior, and shelter capacity. The availability to transfer or release shelter animals, provides additional time for the animal to work through issues that would otherwise prevent the animal from being adopted. Our companion selection and holding process includes:

Companion Selection and Holding (Continued):

- AVAS reserves the right to determine when a shelter animal is eligible for transfer/release.
- AVAS may limit the number of animals that will be eligible for transfer/release under this agreement.
- Once an ARO decides to accept the transfer/release of a certain dog and/or cat, AVAS agrees to hold animal for three (3) days. AROs may request additional boarding, which will be charged at the standard boarding rate of ten dollars (\$10) a day. The ability to hold past the original three (3) days is at the discretion of AVAS.
- Animals that are identified as having behavior concerns reported by the previous owner or documented by staff may be classified as "ARO only". These animals require trained animal handlers and are therefore, unadoptable to the general public. For safety of AVAS staff and the animal, extended holding times will not be permitted. "ARO only" animals must be removed from the facility once the ARO expresses interest.

Companion Placement:

- All dogs and/or cats adopted from AVAS under this agreement shall be for placement as companion animals. Under no circumstances will these animals be used for breeding purposes.
- Each address where transferred/released animals are housed must remain in compliance with all applicable laws, ordinances and requirements regarding proper housing, care and the maximum number of animals allowed per zoning ordinances.
- All dogs over the age of four (4) months placed by the ARO under this agreement that reside within the Town of Apple Valley must be licensed. New owners are to be advised by the ARO of all licensing requirements. The ARO must provide AVAS the address of new owner upon placement of said dogs, but not longer than 30 days from final placement.
- All dogs and/or cats transferred/released under this agreement shall be spayed or neutered before being placed into a new home. Proof of said spaying or neutering must be provided to AVAS upon placement of dog or cat, but not longer than 30 days from initial adoption.

Fees and Inclusions:

- The fee for adoption under this ARO Agreement will be six dollars (\$5).



- o All dogs and/or cats adopted from AVAS under this agreement will be microchipped and rabies vaccinated prior to leaving the facility.
- o We will provide spay/neuter and routine vaccines for AROs at a discounted fee (\$65 dogs, \$30 cats).
- o AROs that have not complied with the reporting requirements as per this agreement, will only be allowed to transfer/release animals that have been altered prior to leaving the facility.

Hold Harmless Agreement:

- o This ARO agreement may be modified at any time and all ARO partners will be informed of changes. AVAS also holds the right to revoke this agreement at any time due to noncompliance.
- o The ARO accepts full and unconditional responsibility to ensure full compliance with this agreement by its staff and volunteers and accepts full and unconditional responsibility for the proper care and control of the animals released to it for adoption.
- o AVAS reserves the right to inspection of the ARO holding properties at any time.

This agreement is hereby entered into on (Date) between Apple Valley Animals Services and (Animal Rescue Organization Name)

ARO Representative:

Name: _____ Title: _____

Signature: _____ Date: _____

AVAS Representative:

Name: _____ Title: _____

Signature: _____ Date: _____

Attach additional documentation for ARO Authorized Individuals permitted to pull for your organization