

CITY OF CUPERTINO
EMERGENCY OPERATIONS PLAN

ANIMALS IN DISASTER ANNEX

CITY OF



CUPERTINO

The Santa Clara County Operational Area Emergency Operations Plan, Animals in Disaster Annex, Revised March 17, 2010 was originally written by Kelle Rimmel, Sitara Lones, and M.S. Rimmel Consulting Services for the Santa Clara County Office of Emergency Services. It has been modified and adapted for use by the City of Cupertino's Disaster Animal Shelter Planning Committee.

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I. INTRODUCTION

A. OVERVIEW

California is susceptible to a wide array of disasters such as earthquakes, fires and floods. Past disasters have shown that people delay or refuse to evacuate their homes unless they can bring their pets and livestock with them. For many people, pets are considered a member of the family. No one wants to leave animals behind, and when asked to do so, many owners will risk their own lives and the lives of others to save their animals. When people are unwilling to enter a shelter or refuse to evacuate during an emergency they risk their own safety and place rescue workers at risk. Additionally, pet and livestock owners are typically not prepared with specialized transport and holding areas, which may be difficult or impossible to arrange during a sudden disaster.

The Pets Evacuation and Transportation Standards Act of 2006 (PETS) was a bi-partisan initiative in the United States House of Representatives to require states seeking Federal Emergency Management Agency (FEMA) assistance to accommodate pets and service animals in their plans for evacuating residents facing disasters. The State of California and its subordinate jurisdictions are subject to this Act enacted as Public Law 109-308.

The Act requires that disaster preparedness strategies for pets and livestock safety must be in place before a disaster occurs. Disaster preparedness for animal safety minimizes loss and suffering of animals, and reduces trauma to victims already suffering from the disaster. State and local governments are increasingly realizing that planning for the evacuation and sheltering of animals in any disaster is essential to the well-being of all residents.

The Cupertino Animals in Disaster Annex is designed as an annex to the City of Cupertino Emergency Operations Plan (EOP). The EOP provides an overview and guidance for the care and sheltering of animals following a major disaster. This Annex provides supplemental instructions regarding care and sheltering of animals for the City of Cupertino.

The original county annex planning was done by the Santa Clara County Emergency Managers Association Animals in Disaster Committee, a group representing public, private and non-profit animal care agencies throughout the County. The Committee provided guidance and resources for the development of the county level animal care and sheltering plan.

The basis for the plan and its attachments is the animal shelter operations guidance document developed by the Bay Area Super Urban Area Security Initiative (SUASI). The document also represents animal disaster guidelines published by the California

Department of Food and Agriculture (CDFA) and the UC Davis Division of Agriculture and Natural Resources (DANR).

B. PURPOSE

This Annex serves as an adjunct to the Santa Clara County Animals in Disaster Annex and is designed to aid the City of Cupertino in preparing for animals before, during, and after a disaster. This document outlines guidance for the care and sheltering of animals throughout Cupertino in a major disaster.

The purpose of this Annex is to:

- Provide standardization of protocols and practices for sheltering animals in a disaster within the City of Cupertino
- Provide direction for the overall coordination of resources for animal care within the city's jurisdictional boundaries and sphere of influence
- Ensure the City planning for animal care is included within and consistent with the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS)
- Identify key players and resources within Cupertino for sheltering animals in a disaster

C. GOALS AND OBJECTIVES

Overall Goals:

- Protect the health and safety of the community
- Provide for the temporary immediate care, control and safety of owned animals while their owners are in shelters or responding to the disaster
- Provide a system for returning animals to their owners
- Support Santa Clara County's plans to provide for the temporary care of stray/lost or displaced animals
- Minimize animal suffering, loss of life, and potential disability by ensuring a timely and coordinated assistance process
- Provide for the care of any animals brought to human shelters, other evacuation sites and ARKs (City Reporting Locations)

Objectives:

- Establish procedures for activating and deactivating this Annex
- Coordinate with the County to provide for the management of animal care and control services, facilities, activities and resources in disaster response and recovery

D. ORGANIZATION AND SCOPE

This Cupertino Animals in Disaster (AiD) Annex is an annex of the City of Cupertino Emergency Operations Plan and works in coordination with the Santa Clara County Animals in Disaster Annex, which is an Annex to the County of Santa Clara Emergency Operations Plan.

This Annex is applicable within the geographical boundaries of the City of Cupertino and its sphere of influence. The AiD Annex references multiple county, regional, state, and national organizations that may help to provide services or resources needed to meet the needs of evacuating and sheltering animals during a disaster.

This Annex will be activated when a major situation or potential situation exists which creates animal related problems that exceed the capabilities of the *Animal Services Agreement Between the City of San Jose and the City of Cupertino*, dated 29 June 2004; see Attachment E.

E. ANNEX REVIEW PROCESS

This Annex should be exercised whenever possible, and modified as necessary. Attachments should be reviewed and updated at least annually.

PLANNING AND PREPAREDNESS

F. ASSUMPTIONS

In disasters, the first priority is the protection of human life, property, and the environment. Historically, this has rarely included planning for the coordinated response for the evacuation, care and sheltering of household pets. Based on previous experiences with disaster and local planning efforts, the following planning assumptions are made regarding animals in a disaster:

- Local resources within the City of Cupertino will be very limited the first few days following a major disaster
- Many residents assume government resources will be available to rescue them and their pets or livestock (hereafter jointly referred to as "animals") in an emergency
- Most animal owners do not make evacuation plans and have not stockpiled resources and supplies to care for their animals
- Evacuation orders may not give information about taking animals away from affected properties
- A percentage of animal owners will fail to evacuate because of concern for the welfare of their animals
- Many animal owners will arrive at human care shelters with their household animals
- Some animal owners will leave their animals behind to fend for themselves
- Service animals will be allowed in human shelters
- All other animals will not be allowed in Red Cross shelters
- A large number of animals will need shelter, and will arrive without provisions
- Many owners will be separated from their animals because of the disaster, and animals will arrive at animal shelters without any medical history or other documentation
- There will be an ever present danger of disease and contamination due to the presence of undocumented animals

G. PLANNING GUIDANCE

As with all planning for disaster response, it is always more effective to plan prior to a disaster and anticipate resource needs, operational plans, and coordination with other response agencies. Disasters in California are managed locally and resources coming into local jurisdictions from the county, state, and federal government will be coordinated through the Santa Clara County Operational Area for all of its sixteen jurisdictions. It is critical that local agencies work within their emergency response systems, at a city level, and coordinate activities and resources through their local city emergency management agency to provide for the best city-wide coordination possible. In this way, working within our emergency management system, the City of Cupertino

will be able to provide and care for the greatest number of animals possible after a large-scale disaster.

Another overall planning concept for this Annex is the assumption that City of Cupertino's field level temporary shelters will need to be established at a variety of locations to meet the needs of sheltering animals in a disaster. Ideally, shelters will be located next to Red Cross human shelters and other mass care shelters to allow people to reside in shelters in close proximity to their pets. Co-locating animal shelters close to human shelters is a guiding principle and a goal for animal shelter planning in Cupertino.

The Red Cross has identified potential locations within the City of Cupertino that *could* be used as temporary human shelters.

See Attachment B for a list of suggested temporary animal shelters.

II. TYPES OF ANIMALS

The California Animal Response Emergency System (CARES) defines “animals” as “affected commercial livestock, companion animals, exhibition animals, captive wildlife, and exotic pets”. This definition is used for state level response activities. The Urban Area Security Initiative (UASI) Animals Operations Guide recommends that dogs, cats, rabbits, birds, reptiles, horses, livestock, exotic pets, captive wildlife and wildlife be considered in disaster planning.

Service animals are defined by the American with Disabilities Act (ADA) as guide dogs, signal dogs, and other animals trained to provide assistance to individuals with disabilities and are exempt from restrictions with regards to facility and transportation access.

For the purposes of the protocols outlined in this Annex, animals will be categorized by the following species or types used in the Bay Area SUASI guide:

Dogs 13,146

Cats 14,830

Rabbits and other small mammals

Reptiles and amphibians

Domestic and exotic birds 2,038

Horses and other equine 1,310

Chickens and other domestic fowl

Livestock and other farm animals not included above (goats, pigs, cows, llamas, etc.)

Other exotic pets (including licensed or permitted wildlife)

Naturally occurring wildlife

The numbers of household pets in Cupertino, listed above, are according to 2010 estimates by the Association of Veterinary Medicine for communities with a population of 52,000.

This Annex addresses only the first four (4) categories of animals. At this time, the City of Cupertino is not equipped to deal with large livestock or wildlife. An exception may be made for small livestock, such as those animals at McClelland Ranch Park and the farm at Rancho San Antonio.

Cupertino residents who own horses should make arrangements in advance to have horses trailered in case of an emergency. If a resident does not own a trailer or does not have enough trailer space for all their horses, they should make arrangements with other horse owners or organizations such as the Santa Clara County Horsemen's Association or the Bay Area Equestrian Network to help evacuate their horses.

III. KEY PLAYERS

A. SANTA CLARA COUNTY OPERATIONAL AREA EMERGENCY OPERATIONS CENTER (EOC)

As the Operational Area (OA), the Santa Clara County Office of Emergency Services is responsible for coordinating and brokering requests for emergency relief resources in the county during a disaster. It is the primary point of contact for allocating these resources among affected jurisdictions of Santa Clara County and requesting additional resources from the state. The OA includes all the cities, towns and special districts within the county. The Incident Command System (ICS) is used to manage overall emergency response activities at all levels of coordination.

The Operational Area EOC will include an Animal Services Coordinator who is a designated animal control officer for the County or other knowledgeable person trained in disaster response, animal care and animal rescue.

B. CITIES/TOWNSHIPS AND CITY/TOWNSHIP EMERGENCY OPERATIONS CENTERS (EOCs)

Local governments, including the City of Cupertino, are the first point of contact for residents needing help or services in an emergency. Local governments may have limited capacity or resources to meet the needs of evacuating and sheltering animals in a disaster. The City contracts day-to-day animal control services with San Jose Animal Services. There is no commercial animal shelter in Cupertino.

City of Cupertino staff may also help provide mutual aid services to other cities, such as communications, animal care resources or volunteer coordination, to assist with countywide response efforts as their local resources permit. Cupertino Community Emergency Response Team members are trained to assist this process.

The American Red Cross (ARC) may have a liaison in the City's Emergency Operations Center (EOC) and will provide coordination with other responding agencies. The ARC will work with the City Animal Care and Shelter Unit Leader to co-locate animal shelters with human shelters as much as possible to minimize the added stress of separating pets from their owners.

C. LOCAL ANIMAL CONTROL AGENCIES, SHELTERS AND ANIMAL HOSPITALS

In Santa Clara County, there are a variety of government, non-profit and private animal shelters and animal care facilities. Many of these groups participate in the county level Animals in Disaster Committee.

D. AMERICAN RED CROSS

The American Red Cross (ARC) provides shelter and mass care services to human residents throughout Santa Clara County. The ARC partners with local government to support their shelter responsibilities. Initially in a disaster, some human shelters in Cupertino may be opened by the ARC and some may be opened by city staff and then turned over to the ARC as additional resources at the ARC become available to help with the local response.

IV. RESOURCES

A. DANR AND CVMA

The University of California, Division of Agriculture and Natural Resources (DANR) and the California Veterinary Medical Association (CVMA) provide guidelines for disaster preparedness for the care and rescue of animals. They also operate local networks that serve as preparedness and response resources to local OAs. The CVMA Disaster Response Program consists of a network of veterinary professionals who are prepared to provide veterinary care for rescue, evacuation, treatment and shelter of animals.

B. COMMUNITY-BASED ORGANIZATIONS (CBOs)

A list of organizations that offer services and resources for the protection and well-being of animals are listed in Attachment J. The list includes descriptions and contact information. A number of these organizations coordinate or operate volunteer networks that may be available to assist local disaster efforts. The City of Cupertino will work with these organizations as the nature of the emergency permits. The document also includes blank spaces for additional local resources.

These organizations include:

- **Cat Fanciers' Association** – a nonprofit organization with a disaster network that will assist communities set up auxiliary shelters for animals not allowed in human shelters and assist with animal rescue efforts.
- **Emergency Animal Rescue Service (EARS)** – operated by the United Animal Nations. Shelters and cares for animals displaced by disasters.
- **HSUS Animal Rescue Team** – operated by the Humane Society of the United States. Responds to disasters and assists in animal rescue operations.
- **Noah's Wish** – an animal welfare organization dedicated exclusively to rescuing and sheltering animals in disasters.
- **Red Star Animal Emergency Services** – operated by the American Humane Society to help communities prepare for disasters and to assist in disaster response. This includes assessing animal needs, caring for injured animals; reuniting animals with family, ensuring animal shelters are co-located with human shelters, and distributing pet food and supplies.
- **UC Davis Veterinary Emergency Response Team** – provides emergency animal rescue services.

C. SUPPLIERS AND VENDORS

See the Lists of Local Suppliers and Vendors in Attachments E and F.

D. MOBILE ANIMAL SHELTER TRAILERS

The County OES has four mobile animal shelter trailers, stocked with emergency animal shelter supplies, that may be deployed in support of local operations throughout the county. The allocation and deployment of this resource will be determined by the county and coordinated by the Operational Area.

V. RESPONSE STRATEGIES

A. CONCEPT OF OPERATIONS

The City of Cupertino recognizes the critical importance of coordinating animal evacuation and shelter services during the response to an emergency or disaster. When the EOC is activated, the Animal Care and Shelter function will be activated as necessary in any emergency for the City itself, or in support of other local jurisdictions. The Animal Care and Shelter Unit Leader will serve as the single point of contact on all animal issues in the City's sphere of influence.

The City of Cupertino and its Animals Care and Shelter Unit Leader will employ one or more of the following strategies in its response to meet the needs of animals and the broader community in disaster:

- Coordinate resources within the city's sphere of influence
- Once resource needs cannot be met with resources within the City, coordinate requests for resources outside of the city throughout the County Operational Area
- Assess the status of animal shelter and establishing locations needed for additional shelter in coordination with the Care & Shelter Branch Supervisor in the EOC
- Coordinate the deployment of requested resources
- Determine and coordinate the need for veterinary services
- Work with the Public Information Officer (PIO) to disseminate information to the public regarding the evacuation and care of animals
- Assist with identification of vendors for procurement of animal supplies with the Logistics Section in the EOC (see Attachments E and F)

B. ACTIVATION

This Annex may be activated by any of the following representatives:

- City Manager or designee
- Operations Section of the EOC
- Animal Shelter Coordinator or Designee (City or County EOC)
- Office of Emergency Services (City)

C. PROTOCOLS FOR ANIMAL SHELTERS

1. Managing and Prioritizing Shelter Population and Evacuation

Animal shelters in the City of Cupertino will be established in accordance with protocols and guidelines provided by the City of Cupertino Animals in Disaster Annex. Depending on the damage, it may be necessary to evacuate animals to temporary shelters or other interim locations, either within the City or outside its jurisdiction as emergency

conditions require. Animals should be moved (or removed) in an order that is in the best interest of the animals, the public, and the shelter environment.

The following types of animals will be used to set the priorities for evacuating animals to the City's temporary animal shelters:

1. **Owned friendly dogs** (non-aggressive dogs with known owners)
2. **Owned friendly cats** (non-aggressive cats with known owners).
3. **Owned animals in the veterinary clinic.** Animals currently in surgery or pre- or post- operative care have the highest priority.
4. **Stray friendly dogs** (healthy dogs that are on stray hold and may be claimed by the owner)
5. **Stray friendly cats** (healthy cats that are on stray hold and may be claimed by the owner)
6. **Injured friendly animals** (injured animals that are on stray hold and may be claimed by that owner)
7. **Aggressive dogs and cats.** These animals should be handled with care and only by trained personnel.
8. **Sick dogs and cats.** These animals should be confined to an area separated from other evacuated animals when possible.
9. **Other species of domestic animals,** including small domestic animals such as rabbits, other pet rodents, reptiles, and amphibians.
10. **Horses** Horse owners are encouraged to make arrangements with Horseman's Associations to assist with evacuation
11. **Illegal pets** Pets that are illegal in California, such as ferrets, should be the last of the domestic animals to be sheltered.

2. Shelter Setup

After the decision to activate a temporary animal shelter has been made by the Director of Emergency Services, the location is selected by the Care and Shelter Branch Supervisor and the Animal Care and Shelter Unit Leader. They should then work together to staff the shelter, supply it adequately, and notify the public and media that it is available. The shelter Safety Officer should inspect the facility and its grounds for safety issues. The Cupertino Animal Care and Shelter Unit Leader should make assignments, or delegate to someone at the shelter site, to staff the site, create staffing schedules, obtain the appropriate forms, and create a task list for setting up the shelter.

Guidelines in Attachment D address these shelter operations:

- Animal Admission
- Facility Safety and Security
- Animal Care
- Cleaning
- Feeding
- Animal Transportation
- Animal Documentation Guidelines

3. Euthanasia Priorities

If animals are arriving at a shelter faster than they can be transferred to other facilities, some animals may need to be euthanized. A priority list should be established, based on the Hayden Bill (CA SB 1785, effective July 1, 1999), Attachment Animals should always be scanned for a microchip before being euthanized. The decision to euthanize must be managed by the County or by a local veterinarian.

4. Utilization of Volunteers

Animals in disaster usually bring forth an outpouring of volunteers who want to help. Dealing with animals, particularly in stressful or chaotic situations such as disasters, requires special skills. Volunteers who handle animals need to have experience or training in this area. Several national, state, and local groups offer training programs. If volunteers are going to be handling or working directly with animals, it is recommended that they are pre-trained or pre-affiliated with a credible organization.

Volunteers should be trained ahead of time on:

- The ICS System
- Animal handling techniques
- Cardio-pulmonary resuscitation (CPR) certified and first –aid certified for pets
- Disease Control
- Care and Feeding Instructions
- Customer Service
- Critical Incident Stress Training

If unqualified or undocumented volunteers arrive at a shelter and cannot be utilized, they should be directed to the nearest Emergency Volunteer Center (EVC). The EVC will provide intake and referral to deploy the volunteer to another organization. Additionally, if more volunteers are needed, they can be requested from the local EVC through the Logistics Section of the City EOC.

Cupertino residents who want to volunteer with an animal shelter should send an e-mail message to cupertinoanimalvolunteers@gmail.com.

VI. DEMOBILIZATION

When the Cupertino EOC Animal Care and Shelter Unit Leader has notified the EOC Care and Shelter Branch Coordinator that a temporary animal shelter should be deactivated, a number of key activities are required and are described below. The process of demobilization is continually evaluated to reduce costs and minimize staffing impacts.

A. SHELTER PROCEDURES

Guidelines in Attachment D address the following demobilization activities:

- Shelter closures
- Redistribution of supplies
- Removal and disposal of animal carcasses
- Unclaimed animals
- Final data collection

B. DEBRIEFING AND AFTER ACTION REPORT

After all animals have been returned to owners, transferred to a shelter, or transported, and all emergency areas have been closed, it is important for key staff, volunteers, and personnel from all EOC departments to meet for a debriefing on the incident response. The following may be discussed:

- What was achieved?
- What went well?
- What went wrong?
- Were any innovations implemented?
- What changes need to be made to the plans?
- Were supplies sufficient?
- What job descriptions need to be altered?

C. CRITICAL INCIDENT STRESS MANAGEMENT

Caring for humans and animals during a disaster can be stressful. Animals, particularly, may be distressed and/or difficult to control, injured, ill, die from injuries, or need to be euthanized, all of which can take a toll on animal shelter staff and volunteers. In addition, working under disaster-created conditions may be stressful for many. All animal shelter workers will be offered the opportunity to participate in the critical incident stress management sessions and processes provided for all City workers and volunteers either during the disaster or following demobilization.

VII. ATTACHMENTS

A. SHELTER FORMS

- CUP01 Animal Intake and Release Form [corresponds to SCC Forms A1, 18 & 19]
- CUP02 Emergency Release Form [corresponds to SCC Form A2]
- CUP03 A# and P# List [corresponds to SCC Form A16]
- CUP04 Lost Pet/Rescue Request Form [corresponds to SCC Form A3]
- CUP05 Rescue Release Form [corresponds to SCC Form A4]
- CUP06 Animal Care Daily Log [corresponds to SCC Form A5]
- CUP07 Medication Log [corresponds to SCC Form A6]
- CUP08 Behavior Log [corresponds to SCC Form A7]
- CUP09 Animal Count Log [corresponds to SCC Form A8]
- CUP10 Pre-Transport Release Form [corresponds to SCC Form A11]
- CUP11 Veterinary Care Agreement [if used; same as SCC Form A17]
- CUP12 Volunteer Position Descriptions [corresponds to SCC Form A13]
- CUP13 Job Assignment List [corresponds to SCC Form A12]
- CUP14 Supply and Equipment List [corresponds to SCC Form A15]
- CUP15 Cupertino ICS 211B-1 Check-In List [for volunteers]

B. SUGGESTED EMERGENCY ANIMAL SHELTER LOCATIONS

C. SAMPLE EMERGENCY ANIMAL SHELTER GUIDELINES

D. EMERGENCY ANIMAL SHELTER PROCEDURES

E. ANIMAL FOOD SOURCES CHECKLIST AND SURVEY

F. ANIMAL CARE SUPPLIES SURVEY

G. MOU USED BY THE CITY OF CUPERTINO

H. RECOMMENDED ORGANIZATIONS FOR CUPERTINO MOUS

I. ANIMAL TRANSPORTATION RESOURCES

J. RESOURCES & CONTACTS LIST

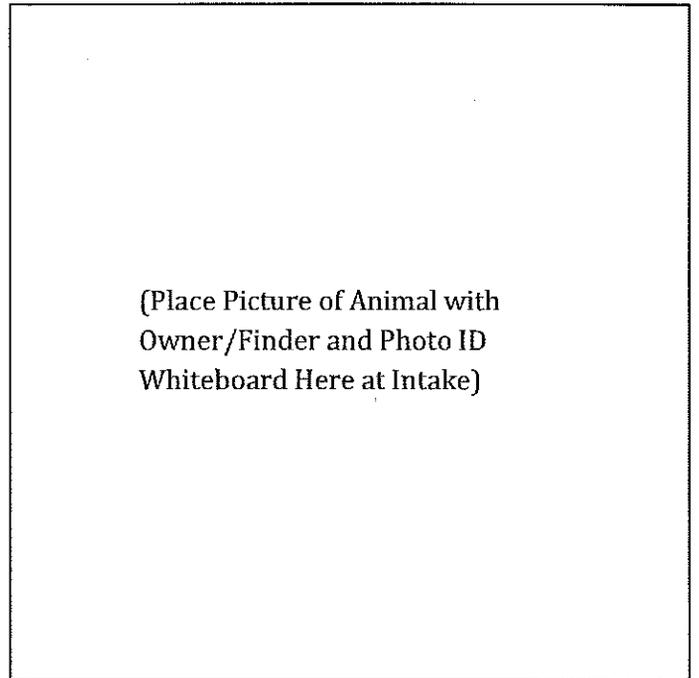
K. AUTHORITIES AND REFERENCES

**Attachment A - Shelter Form
CUP01-1: Animal Intake/Release Form**

A#:	P#:
-----	-----

Intake Date _____ Time _____ Entered by _____

Primary Owner (Last, First) / CAID #	
Home Address	
City, ST, Zip	
Temporary Address	
City, ST, Zip	
Home Phone	Cell Phone
Temporary Phone	Temporary Phone
email	



(Place Picture of Animal with Owner/Finder and Photo ID Whiteboard Here at Intake)

Has this animal bitten in the last 10 days?
 No Yes, a human _____ Yes, another animal _____
 Date Species Date

Has this animal previously bitten or displayed any aggression toward people or animals?
 No Yes. Explain _____

List any other individual with authority to make all decisions regarding animal care (including veterinary care):

Name	Phone number
------	--------------

Owner request: Temporary housing Surrender Euthanasia
 Owner signature: _____

Note: Require finder identification (Org/Badge # or California Identification [CAID] # if possible):

Animal found by: Animal Control Officer _____
 Other shelter staff / volunteer _____
 Private citizen Can identify owner: Yes No Finder or volunteer is interested in adoption or providing foster care

Finder's Name / CAID	Phone number
----------------------	--------------

Finder's Address	City	State	Zip
------------------	------	-------	-----

Location found: _____
 Address or intersection City State Zip

Method of intake: In field Over the counter Night drop

**Attachment A - Shelter Form
CUP01-2: Animal Intake/Release Form**

A#:	P#:
-----	-----

Name animal responds to	
Species	Breed
Color	Coat Type

- Male
 Neutered
 Female
 Spayed
 In heat

Physical Markings/Other Unique Descriptors

Attached or permanent identifications

<input type="checkbox"/> Identification tags	All Tag Information	
<input type="checkbox"/> Animal License	Number (Year)	County/State of Issue
<input type="checkbox"/> Microchip	Number	Company
<input type="checkbox"/> Tattoo	Number	

Vaccinations: Leave boxes unchecked unless documentation is provided or verified by competent authority.

- Rabies date or rabies tag number _____
 Distemper/Parvo (canine) FeLV/ CCVRP (feline)
 Bordetella date _____ Horse Chicken
 Other #1 _____ Other #2 _____ Other #3 _____
 Dewormer date _____ External parasite control date _____

Special Needs

- Allergies/special diet required/provided by owner

 Known medical condition(s) _____

Medication	Dosage	Schedule	Provided by owner?
#1			<input type="checkbox"/>
#2			<input type="checkbox"/>
#3			<input type="checkbox"/>
#4			<input type="checkbox"/>

Attachment A - Shelter Form
CUP01-3: Animal Intake/Release Form

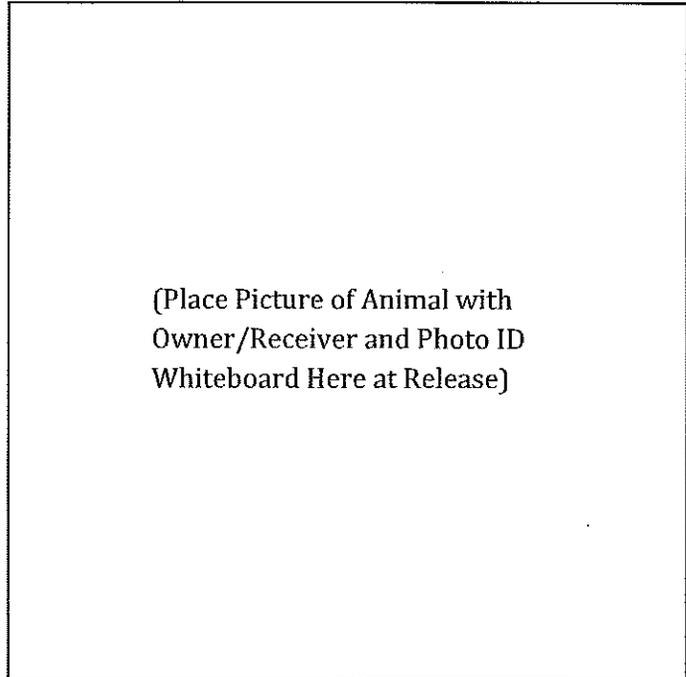
A#:	P#:
-----	-----

Release Date _____ Time _____ Entered by _____

The animal described above has been released from care at the Field Shelter and will be transferred and cared for by the owner or other responsible party named below.

THE UNDERSIGNED OWNER OR RECEIVING PARTY HEREBY ACKNOWLEDGES RECEIPT OF THE ABOVE DESCRIBED ANIMAL AND AGREES TO PROVIDE HUMANE CARE, ADEQUATE SHELTER, AND FOOD TO THIS ANIMAL AND AGREES TO HOLD HARMLESS ALL PERSONS, ORGANIZATIONS, OR GOVERNMENT AGENCIES INVOLVED IN THE RESCUE, CARE, AND SHELTERING OF THIS ANIMAL.

THE UNDERSIGNED AGENT OF SAN JOSE ANIMAL CONTROL HEREBY ACKNOWLEDGES RECEIPT OF THE ABOVE DESCRIBED ANIMAL AND AGREES THAT THE AGENCY IS RESPONSIBLE FOR PROVIDING HUMANE CARE, ADEQUATE SHELTER, AND FOOD FOR A PERIOD NOT TO EXCEED 30 DAYS. IF THE OWNER IS UNABLE TO RECLAIM THIS ANIMAL BEFORE THE EXPIRATION OF THIS PERIOD, THE ANIMAL WILL BE MADE GENERALLY AVAILABLE FOR ADOPTION TO OTHER PRIVATE PARTIES IN ACCORDANCE WITH ESTABLISHED AGENCY GUIDELINES FOR ORPHANED ANIMALS IN THEIR CARE.



Address to which the animal is being released _____

Contact telephone number(s) _____

Owner/receiver signature _____ Date _____

Owner/receiver name (print) _____

San Jose Animal Control Officer signature _____ Date _____

San Jose Animal Control Officer name (print) _____

Organization/badge or CAID # (required) _____

Witness/releasing agent signature _____ Date _____

Witness/releasing agent name (print) _____

Organization/badge or CAID # (required) _____

This form should be completed in duplicate:

Copy to Owner/receiver San Jose Animal Control Emergency Animal Shelter

**Attachment A - Shelter Form
CUP02: Emergency Release Form**

A#:	P#:
-----	-----

The undersigned owner(s) (agent) of the animal described above hereby request the emergency quartering of the animal being evacuated because of a pending or occurring disaster and agree to the following:

- I/the animal's owners hereby release the person or entity who is receiving the animal (hereinafter "animal caregivers") from any and all liability regarding the care and quartering of the animal during and following this emergency.
- I/the animal's owners acknowledge that if emergency conditions pose a threat to the safety of the animal, additional relocation may be necessary, and this release is intended to extend to such relocation.
- I/the animal's owners understand that this boarding agreement is temporary and agree to find alternate housing for the animal as soon as possible.
- I/the animal's owners agree to claim the animal or to make arrangements for it at the close of the shelter. If arrangements have not been made by the time the shelter closes, the owner will be notified of the animal's relocation to a permanent animal shelter.
- I/the animal's owners acknowledge that the risk of disease, injury or death to the animal during an emergency cannot be eliminated, and agree to be responsible for any reasonable veterinary expenses which may be incurred in the treatment of the animal.

If the animal becomes ill, the animal caregiver will provide emergency triage veterinary care regarding the animal's symptoms, treatment options, and estimate of costs. In the event the emergency proves serious enough to require transport to a veterinary hospital, please indicate below your wishes should the animal require further treatment:

- Please perform whatever services the doctor deems necessary for the best care of the animal until I can be reached. This includes only non-elective treatments and necessary diagnostic tests.
- Please do not administer any medical treatment until specific authorization is given unless the shelter is unable to reach me in a timely fashion. In such a case, I do authorize the shelter to treat or manage my animals as judged appropriate by medical staff as dictated by medical necessity.
- I authorize up to \$_____ or _____ I am unable to provide monetary support.

Printed name of animal owner /CAID #

Signature of animal owner

Date

Address of animal's owner

Home phone (including area code)

Cell

Other contact telephone

Place of employment

Work phone

Shelter address to which owner (agent) plans to evacuate during emergency

The animal 's owner is responsible for keeping the animal caregivers informed of where the owner can be contacted during the emergency. If you stay in a shelter, please advise the shelter supervisor that you are an animal owner and the shelter where the animal was placed. If you transfer, ask them to let the animal shelter know your new location.

Shelter ID:

Attachment A - Shelter Form
CUP03: A#/P# List

	Animal Name	A#	Primary Owner/CAID #	P#
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Page of

**Attachment A - Shelter Form
CUP04-1: Lost Pet / Rescue Form**

A#:	P#:
-----	-----

Date	Time	Entered by	
Primary Owner: Last Name / CAID #		First Name	
Home Address		City /ST	Zip
Temporary Address		City /ST	Zip
Notes:	Home Phone	Cell Phone	
	Temporary Phone #1	Temporary Phone #2	
	Email		

List the names & phone numbers for other individuals authorized to make decisions regarding care (including veterinary care):

Name (/ CAID# after initial contact)	Phone Number
Name	Phone Number

Rescue Information

Last seen (Location)	(MM/DD/YY)	Time	
Seen By: Name (/CAID # after initial contact)	Phone (if other than owner)		
Last Known Location	Address/Intersection	City/ST	Zip
<input type="checkbox"/> Permanent Address <input type="checkbox"/> Other			
Last Time Fed:	MM/DD/YY	Time	
Last Time Watered:	MM/DD/YY	Time	

This Animal is: Indoor Only Outdoor Only Indoor and Outdoor

Please list other agencies notified of missing animal (for coordination of search activities)

**Attachment A - Shelter Form
CUP04-2: Lost Pet / Rescue Form**

A#:	P#:
-----	-----

Access Information

Restricted disaster area?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Key Provided?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Combination Provided?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Number		
Access Code Provided?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Number		
Permission to break in?	<input type="checkbox"/> Yes	<input type="checkbox"/> No			
Which door or window?					

Animal Description

Name (animal responds to)	
Species	Breed
Color	Coat Type

- | | | | | | |
|-------------------------------|--|------------------------------------|--|----------------------------------|--------------------------------|
| <input type="checkbox"/> Male | <input type="checkbox"/> Neutered | <input type="checkbox"/> Female | <input type="checkbox"/> Spayed | <input type="checkbox"/> In heat | |
| Ears | <input type="checkbox"/> Erect/pricked | <input type="checkbox"/> Drop/flop | <input type="checkbox"/> Cropped | <input type="checkbox"/> Other | |
| Tail | <input type="checkbox"/> Long | <input type="checkbox"/> Short | <input type="checkbox"/> Docked/Bobbed | <input type="checkbox"/> Curled | <input type="checkbox"/> Other |
| Collar/Harness | Color/ Material | <input type="checkbox"/> Chain | <input type="checkbox"/> Prong | <input type="checkbox"/> Other | |

Physical Markings/Other Unique Descriptors

Identification

<input type="checkbox"/> Identification tags	All Tag Information	
<input type="checkbox"/> Microchip	Number	Company
<input type="checkbox"/> Tattoo	Number	
<input type="checkbox"/> Other Identifier	Information	

Special Needs

Temperament:	<input type="checkbox"/> Shy	<input type="checkbox"/> Aggressive when scared	<input type="checkbox"/> Territorial aggression
<input type="checkbox"/> Painful body parts			
<input type="checkbox"/> Known illness or medication needs			

**Attachment A - Shelter Form
CUP05: Rescue Release Form**

A#:

P#:

I have authorized _____ (known hereafter as "The Agency") to enter into my property at:

Address

City

State

Zip

to search for and retrieve my pet(s). I hereby release and hold The Agency and its employees and designated volunteers free and harmless from any injury or damage that may occur to real or personal property resulting from such entry.

I ___ do/ ___ do not grant permission for an animal rescue team to break in to my home in order to retrieve my animals if required. I request that the rescue team to advise the police or sheriff if such measures were necessary to rescue my animals.

___ I HAVE READ AND FULLY UNDERSTAND THE ABOVE STATEMENT

Printed name / CAID# of animal owner

Signature of animal owner

Date

Printed name/ CAID # of witness

Signature of witness

Date

The animal owner is responsible for keeping the animal caregivers informed of where the animal owner can be contacted during the emergency – please advise the shelter supervisor that you are an animal owner and the shelter where the animal was placed. If you transfer, ask him to let the animal shelter know your new location.

Shelter ID:

**Attachment A - Shelter Form
CUP09: Animal Count Log**

Date:

Species	Previous Count	AM Count	AM Changes		Midday Expected	Midday Count	Afternoon Changes		PM Expected	PM Count
			+	-			+	-		
Dogs										
Cats										
Rabbits										
Hamsters/ guinea pigs										
Rats/mice										
Ferrets										
Small mammals Other										
Birds (domestic)										
Lizards										
Snakes										
Frogs/turtles										
Reptiles/amph/ other										
Fish										
Horses/ponies										
Donkeys/ burros/mules										
Llamas/ alpacas										
Cattle										
Sheep										
Goats										
Swine										
Emu/ostrich										
Chicken										
Fowl other										
Exotic										
Other										
TOTAL										

**Attachment A – Shelter Forms
CUP10: Pre-Transport Release Form**

A#:	P#:
-----	-----

Name (animal responds to)
Animal's description (include IDs)
Animal's condition
Medical Treatment Required
Medications sent with animal
Transported by (org/person/CAID #)
Transported to (org / address)
Reason/Notes:

Approved for transport:

Signature of Animal Care Supervisor

Date/Time

Animal Care Supervisor's printed name/CAID#

**Attachment A - Shelter Form
CUP11: Veterinary Care Agreement**

A#:

P#:

Name (animal responds to)

Animal description

Medical Treatment Required

Veterinary diagnosis/comments:

Printed name of attending veterinarian

Signature of attending veterinarian

Date

Acknowledgement:

The undersigned owner/receiver of the animal described above agrees to seek veterinary care for this animal within _____ days of today's date. : _____ (date)

Printed name of animal owner/CAID #

Signature of animal owner

Date

Address of animal owner

Home phone (include area code)

Cell

Pager

Place of employment

Work phone (include area code)

Site Manager Checklist

MISSION: Safely manage shelter site, personnel and animal services.

REPORTS TO: Animal Services Manager

SUPERVISES: Operations Group Leader, Logistics

QUALIFICATIONS: Animal Services Officer, Animal Care Attendant, ICS, Staff Management, Communications Radio/Telephone

DOCUMENTATION REQUIRED: - ICS 211B Check in list
- ICS 214 Unit Log
- Material Request Form
- Communications Log
- Debrief Form
- Briefing Form
- Demobilize Checklist

DUTIES CHECKLIST:

- Report to Animal Services Manager for briefing.
- Report to site and set-up shelter
- Notify Animal Services Manager when set-up is complete
- Attend daily briefings
- Conduct daily briefings
- Intervene when necessary to ensure safety of team members and animals
- Demobilize:
 - Stand down shelter
 - Replenish materials
 - Debrief staff and report to Animal Services Manager

SHELTER SUPPLIES

- Mobil Shelter Trailer

Operations Group Leader Checklist

MISSION: Oversee the safe operations of Animal Intake/Release and Animal Care Operations.

REPORTS TO: Site Manager

SUPERVISES: Tracking Coordinator, Animal Care Coordinator

QUALIFICATIONS: Animal Services Officer, Animal Care Attendant, ICS, Staff Management, Communications Radio/Telephone

DOCUMENTATION REQUIRED:

- ICS 211B Check in list
- ICS 214 Unit Log
- Material Request Form
- Communications Log
- Debrief Form
- Briefing Form
- Demobilize Checklist

DUTIES CHECKLIST:

- Report to Site Manager for briefing.
- Attend daily briefings
- Conduct daily briefings
- Intervene when necessary to ensure safety of team members and animals
- Demobilize:
 - Stand down shelter
 - Replenish materials
 - Debrief staff and report to Site Manager

SHELTER SUPPLIES

- Mobil Shelter Trailer
- Documentation Package

Tracking Coordinator Checklist

MISSION: Document the Intake/Release of animals at the shelter.

REPORTS TO: Operations Group Leader

SUPERVISES: Volunteers

QUALIFICATIONS: Animal Services Officer, Animal Care Attendant, ICS, Volunteer Management

DOCUMENTATION REQUIRED:

- ICS 211B Check in list
- ICS 214 Unit Log
- Material Request Form
- Animal Intake/Release Form
- Debrief Form
- Briefing Form
- Demobilize Checklist

DUTIES CHECKLIST:

- Report to Operations Group Leader for briefing.
- Set-up area table, files etc
- Attend daily briefings
- Conduct daily briefings
- Request materials/ Receive materials
- Staff area
- Intervene when necessary to ensure safety of team members and Animals
- Demobilize:
 - Stand down shelter
 - Replenish materials
 - Debrief staff and report to Site Manager

SHELTER SUPPLIES

- Mobil Shelter Trailer
- Documentation Package
- Table
- Chair
- File

- Camera, film

Animal Care Coordinator Checklist

MISSION: Safely shelter, feed, clean, monitor animal needs and supervise volunteers.

REPORTS TO: Operations Group Leader

SUPERVISES: Volunteers

QUALIFICATIONS: Animal Services Officer, Animal Care Attendant, ICS, Volunteer Management

DOCUMENTATION REQUIRED:

- ICS 211B Check in list
- ICS 214 Unit Log
- Material Request Form
- Animal Record Form
- Debrief Form
- Briefing Form
- Demobilize Checklist

DUTIES CHECKLIST:

- Report to Operations Group Leader for briefing.
- Set-up shelter area cages, tents, etc.
- Attend daily briefings
- Conduct daily briefings
- Request materials/ Receive materials
- Staff area
- Intervene when necessary to ensure safety of team members and Animals
- Demobilize:
 - Stand down shelter
 - Replenish materials
 - Debrief staff and report to Site Manager

SHELTER SUPPLIES

- Mobil Shelter Trailer
- Documentation Package

Shelter Operations Coordinator

The Animal Care Coordinator will supervise the operation of the temporary animal shelter including construction and break down. General duties are as follows:

- Supervises and coordinates all services under the shelter department such as receiving, redemption, animal care, emergency veterinary services, and transportation
- Evaluates supplies on hand and order as needed
- Documents all actions on ICS forms
- Ensures all files are maintained
- Briefs Operations Section Chief and Planning Section Chief as needed

Facilities Coordinator

The Facilities coordinator is responsible for the building and maintaining of any temporary shelters. General duties are as follows:

- Supervises all maintenance personnel such as janitors, handymen, telephone, or Information Technology coordinators
- Ensures that maintenance issues are handled in a timely manner
- Reports any safety issues to the Safety Liaison
- Communicates with the shelter operations coordinator

Procurement Coordinator

The Procurement Coordinator is responsible for purchasing necessary equipment and supplies as requested by the Logistics Section. General duties are as follows:

- Documents all purchases during and after a disaster
- Prepares appropriate paperwork
- Ensures purchased items are received and properly routed to supply coordinator

Foster Care Coordinator

The Foster Care Coordinator is responsible for arranging for the care of animals in foster homes. General duties are as follows:

- Maintains a list of all foster care volunteers
- Evaluates potential foster care volunteers
- Maintains foster care applications and agreements
- Documents and maintains all information about animals place in foster care
- Checks in with foster parents regularly
- Coordinates medical issues that may arise with veterinary services liaison
- Coordinates transport of animals to foster homes

Ensures foster animals are receiving proper care

Volunteer Coordinator

The Volunteer Coordinator is responsible for coordinating all volunteer efforts. General duties are as follows:

- Keeps an updated list of available volunteers
- Checks volunteers in and out
- Ensures volunteer waivers and agreement are signed and on file
- Makes volunteer personnel assignments
- Provides training where necessary
- Attends briefing and report actions
- Monitors volunteers activities

Intake Coordinator

The Intake Coordinator is responsible for all activities relating to the intake of animals at the temporary shelter. General duties are as follows:

- Coordinates the receiving of all animals
- Ensures paperwork is available at intake stations
- Ensures all necessary supplies (e.g., collars, leashes, identification tags) are available at stations
- Ensures staff complete and file paperwork
- Ensures information is properly routed to Public Information Liaison
- Ensures all staff and volunteers are performing their duties in a safe manner
- Briefs staff and volunteers as needed

Information System Coordinator

The Information System Coordinator is responsible for installing and maintaining all telephone and computer services at the temporary shelter. General duties are as follows:

- Installs telephone system or communication protocols
- Installs computers and networks
- Ensures staff and volunteers are trained in data entry and computer systems
- Ensures printers are available and working
- Responds to issues in a timely manner

Veterinary Services Liaison

The Veterinary Services Liaison will supervise the veterinary response to any disaster. General duties are as follows:

- Ensures animals are receiving medical attention as needed
- Ensures veterinary staff are performing their duties in a safe manner

- Ensures all staff and volunteers are trained
- Creates the process for medical rounds
- Ensures all medical records are documented completely and properly maintained
- Ensures drugs and other medical supplies are properly secured

Veterinarian

The veterinarian is responsible for ensuring all animals are examined and treated appropriately. General duties are as follows:

- Triages and treats injured and sick animals
- Examines incoming animals
- Examines animals ready to be transported
- Prepares necessary medical documentation for transport
- Documents and maintains medical records for all activities
- Humanely euthanizes animals as directed by the Shelter Operations Coordinator
- Prescribes necessary medication
- Follows up with all animals being treated
- Talks with owners as necessary

Veterinary Technician

The veterinary technician is responsible for assisting the veterinarians. General duties are as follows:

- Assists the veterinarian during exams
- Administers first aid as needed
- Prepares documentation and supplies for the veterinarian as needed

Shelter Greeter

The shelter greeter is responsible for ensuring all members of the public are welcomed and know where to go and what to do. General duties are as follows:

- Maintains an awareness of all activities in the shelter
- Helps emotional people as they arrive
- Directs people to appropriate areas in the shelter

Dog Animal Handler

The dog handler is responsible for feeding, watering, walking and exercising the dogs as well as moving them to other areas in the shelter. General duties are as follows:

- Takes dogs out of the kennel safely
- Walks dogs using appropriate equipment (leashes, collars)
- Takes housebroken dogs on bathroom breaks
- Calms dogs that are nervous or afraid

- Ensures that kennels have appropriate water, food, bedding, and enrichment items
- Exercises dogs as allowed
- Carries puppies to prevent health problems
- Moves dogs as directed by intake coordinator or veterinary services liaison
- Properly secures dogs after handling

Cat Animal Handler

The cat handler is responsible for socializing, feeding, and watering the cats as well as moving them to other areas in the shelter. General duties are as follows:

- Puts cats in carriers safely
- Moves cats to cages safely
- Ensures that kennels have water, litter, and appropriate food
- Calms cats that are nervous or afraid
- Socializes and pets cats as allowed
- Ensures that kittens receive appropriate care as needed
- Moves cats as directed by intake coordinator or veterinary services liaison

Amateur Radio Operator

The responsibilities of the radio operator are to install and maintain an amateur radio system at the temporary shelter. This position is needed only before a phone system is installed. General duties are as follows:

- Installs, maintains and operates an amateur radio system
- Relays all emergency information to the Information Systems Coordinator
- Documents all information obtained through the radio
- Maintains appropriate files

Webmaster

The webmaster is to create, maintain and update the website. General duties are as follows:

- Updates website daily or as needed
- Provides a daily (at least) news bulletin on what is happening at the shelter
- Provides contact information for the shelter
- Provides information for potential donors
- Provides information for potential volunteers
- Uploads photos of any pets brought in by someone other than their owners, to aid owners in locating them

Attachment A – Shelter Forms
CUP13: Job Assignment List

This form should be completed after the Incident Commander has established the incident objective and mission. Multiple individuals may be needed in many of these positions. In smaller communities, positions may need to be consolidated with multiple responsibilities for each one. This form may be used as a starting point.

Position	Person	Cell Phone
Incident Commander		
Commander Center Coordinator		
Public Information Officer		
Safety Officer		
Liaison Officer		
Planning Section Chief		
Logistics Section Chief		
Operations Section Chief		
Shelter Operations Coordinator		
Facilities Coordinator		
Procurement Coordinator		
Foster Care Coordinator		
Volunteer Coordinator		
Intake Coordinator		
Information System Coordinator		
Veterinary Services Liaison		
Veterinarian		
Veterinary Technician		
Shelter Greeter		
Shelter Intake		
Dog Animal Handler		
Cat Animal Handler		
Amateur Radio Operator		
Webmaster		

Structural items

- Awning tents
- Tents with roll-up sides
- Plastic tarps
- Portable fencing as necessary

Electrical items (if no electrical power source available)

- Generator
- Gasoline
- Gasoline can
- Extension cords (outdoor approved)

Water items (dependent on whether there is water onsite)

- 50-gallon plastic drums
- Buckets
- Hoses
- Nozzles
- Siphon
- Tub (to wash bowls)
- Water buffalo (water tank), if necessary

Lighting items

- Batteries
- Drop lights
- Flashlights
- Lanterns
- Light bulbs
- Extension cords (outdoor approved)

Temperature-control items

- Hot temperature
 - Fans
 - Ice
 - Ice chest/small refrigerator
 - Mister
 - Spray bottles (2 on hand)
 - Water bottles
 - Zip lock bags

Cold temperature

Blankets (1 medium box of crate pads and blankets on hand)
Dog beds (4 small and 1 medium on hand)
Heaters
Heating pads
Propane heaters
Tarps (2 8'x10' on hand)
Safety items
Exit signs
Fire extinguishers
First-aid books and kits (human and animal)
Smoke detectors

Sanitation items (animals)

Bleach
Bleach bucket
Cleaning bucket with wringer and mop (on hand)
Body bags (dead animals)
Broom
Disinfectant cleaner (1 32 oz. bottle and a partial tub of assorted cleaning supplies on hand)
Disposable cleaning gloves (one package of 10 on hand)
Disposable surgical gloves
Dust pan
Fly strips
Cloth towels (3 plastic tubs on hand)
Paper towels
Small plastic bags
Heavy-duty garbage bags
Garbage cans
Pooper scooper
Hayfork, if needed
Litter (61 lbs. on hand)
Shavings
Litter boxes (4 and 4 9"x11" foil baking pans on hand)
Shovel
Litter scoop
Straw

Muck bucket
Shop vac

Sanitation items (people)

Bleach
Hand soap
Bleach tray (step in to disinfect shoes)
Hand sanitizer (50wipes, 2 2 oz. bottles and 2 plastic packs on hand)

Confinement items

Metal crates (various sizes)
Airline crates (various sizes) (5 small and 2 medium on hand)
Cable ties (to secure chain link panels)
Cat restraint bags
Chain link panels
Slip leads (to walk dogs)
Muzzles
Halters
Lead rope
Screw stakes
Collars, leashes and dog harnesses (13 of various sizes on hand)
Wooden pallets (to keep animals off wet surfaces)

Food and water items

Bottle brush
Bottle warmer
Can opener
Feed buckets
Food
Food bowls (disposable if possible) (9 assorted plastic bowls on hand))
Food scoops
Nursing bottles and nipples
Nursing formula
Plastic spoons
Scrub brush
Water
Water dishes (3 and 10 styrofoam soup bowls on hand)

Grooming items

Brushes
Buckets
Cat bath
Clippers (1 tick clipper on hand)

Communication

2-way walkie-talkies
HAM radios
CB radios
Battery operated am/fm radio
Cell phones

Identification

Polaroid cameras
Polaroid camera film
3 × 5 cards
Clear plastic sleeves (to insert pet info for kennel) (about 20 on hand)
Pens (5 red, blue and black on hand)
Pencils
Permanent markers (6 on hand)
Intake paperwork

General Supplies

Binder clips (1 box of 18 small clips & 1 baggie with 2 medium and 2 large clips on hand)
File folder envelope (1 on hand)
Manila file folders (12 tabbed on hand)
Paper clips, plastic coated (1 box of 150 on hand)
Stapler (1 with small box of standard staples on hand)
Steno pad (1 on hand)
Duct tape 2" wide (1 roll on hand)
Masking tape 1" wide (1 roll on hand)
Scotch tape (1 package of three rolls on hand)
Plastic ties (1 package on hand)
Polypropylene rope (1 roll 3/8" x 50' on hand)
Storage box, 40 cu. ft. (1 on hand)

Medical supplies (triage)

Please consult the veterinarian for this list.

Suggested Locations for an Emergency Animal Shelter

People who must evacuate their homes in the event of an emergency are usually reluctant to leave without their pets, but they are willing to go to shelters that either have emergency animal shelters close by or allow pets in the human shelters.

The Red Cross has identified eight (8) potential locations within the City of Cupertino that *could* be used as temporary human shelters. It is recommended that an emergency animal shelter be placed on the grounds of or adjacent to the selected site for the Red Cross shelter:

1. Hyde Junior High School, 19325 Bollinger Road
2. Kennedy Junior High School, 821 Bubb Road
3. Lawson Middle School, 10401 Vista Drive
4. Cupertino High School, 10100 Finch Avenue
5. Homestead High School, 21370 Homestead Road
6. Monta Vista High School, 21840 McClellan Road
7. Quinlan Community Center, 10185 Stelling Road
8. First Baptist Church of Cupertino, 10505 Miller Avenue

The emergency animal shelter requires enclosed open space, sunlight, and freely circulating fresh air to promote the well being of the animals and to mitigate communicable airborne diseases among the animals. The schools on the list above have sports fields, tennis courts or other areas that could be adapted for an emergency animal shelter. Quinlan Community Center is adjacent to Memorial Park, where the baseball field, tennis courts, or part of the open grassy area could be adapted for an emergency animal shelter. The tennis courts at Cupertino Sports Center at 21111 Stevens Creek Boulevard could also be used. The Sports Center backs up to both Memorial Park and Quinlan Community Center.

Although not adjacent to the proposed human shelters listed above, parking structures could be used as temporary emergency animal shelters, *if they remained structurally sound following a disaster*. Parking structures have the advantage that they are at least partially enclosed, covered, and portions of them can easily be blocked off for the shelter. The following parking structures could be considered for use as animal shelters, *if the property owners would agree to such use*:

- Apple parking garages at 1 - 4 Infinite Loop
- Arc Site Inc./Ricoh Corp. parking garage at 4 - 5 Results Way and Bubb Road
- City Center parking garage near Stevens Creek Boulevard and Torre Avenue
- City of Cupertino Corporation Yard on Mary Avenue between Stevens Creek and Meteor Drive
- Cupertino Square (formerly Vallco Fashion Park) parking garage at 10123 N. Wolfe Road
- De Anza College parking garage on Stelling Road

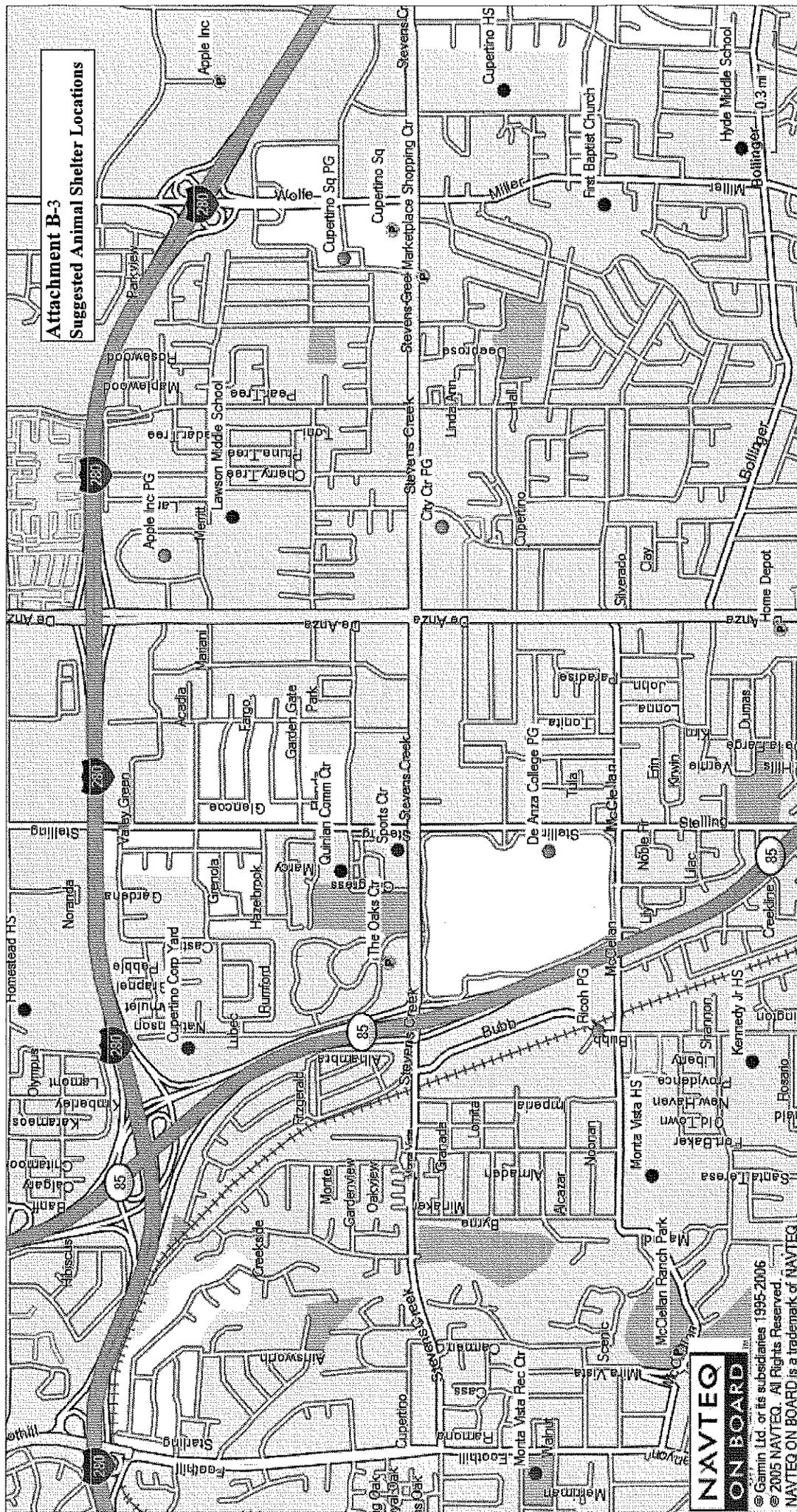
Attachment B-2
Suggested Animal Shelter Locations

Sections of large commercial or corporate parking lots could also be used for emergency animal shelters, *if the property owners would agree to such use.* Among these are

- Apple parking lots at 1-6 Infinite Loop and at Ridgeview Court between Pruneridge Avenue and Stevens Creek Boulevard
- Cupertino Square (formerly Vallco Fashion Park) parking lots at Stevens Creek Boulevard and Wolfe Road
- First Baptist Church parking lot at 10505 Miller
- Home Depot parking lot, 975 S. De Anza Boulevard
- McClellan Ranch parking lot, 22221 McClellan Road
- Marketplace Shopping Center, 19628 Stevens Creek Boulevard
- Monta Vista Recreation Center parking lot at Voss and Foothill Boulevard
- The Oaks Center, 21269 Stevens Creek Boulevard

The attached map shows the locations of each of the above sites. The color symbols used on the map are listed below:

- Red: Possible Red Cross shelter and associated animal shelter locations
- Green: City of Cupertino government facilities
- Yellow: Parking garage structures
- Circle P: Open air parking lots



Attachment B-3
Suggested Animal Shelter Locations

Suggested Locations for an Emergency Animal Shelter

- Legend:
- Red dot - American Red Cross human shelter
 - Green dot - City of Cupertino facility
 - Yellow dot - Covered parking structure
 - Circled "p" - Uncovered parking lot



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The attached standard operating procedure was written for Onslow County, North Carolina, but it can be adapted to suit the needs of any county. If you need further advice, please do not hesitate to contact _____ (State Animal Response Team).

**COUNTY ANIMAL RESPONSE TEAM (CART)
STANDARD OPERATING GUIDELINES FOR SHELTER OPERATION**

1. Volunteers who are prepared to work with CART must sign a VOLUNTEER AGREEMENT AND RELEASE OF LIABILITY form in order to assist in a disaster. These forms are available at _____ County Animal Control.
2. In an emergency, volunteers will be contacted by telephone and advised as to when they will be needed at the shelter. Volunteers should make sure that their own homes are secure before responding. A volunteer whose mind is on things at home will not be helpful at the emergency site.
3. Once contacted, volunteers should go directly to _____ County Animal Control to pick up their identification badges. No badge will be issued to a volunteer who has not signed the VOLUNTEER AGREEMENT AND RELEASE OF LIABILITY form. Identification badges must be returned to _____ County Animal Control once the emergency is over and the volunteer has been relieved of duty. Volunteers should pick up their badges immediately after being notified that the shelter has been activated, even though they may have been asked to come to cover a later shift. This will save time when the volunteer's shift does start and will permit the volunteer to be on the road once a curfew is in place.
4. When the volunteer has been notified to be at the shelter for the start of his/her shift, the volunteer should proceed directly to _____ (site). This is the Red Cross shelter with a pet-shelter designated area. Only dogs, cats and caged birds ACCOMPANIED BY THEIR OWNERS will be accepted at this shelter. No other animals (no strays) will be accepted and no exotic pets (iguanas, snakes, etc.) will be accepted.
5. All CART volunteers must log in with the Red Cross staff at the main school entrance prior to starting a shift. The Red Cross is responsible for all persons in the shelter. At the end of a shift, volunteers must log out with the Red Cross prior to leaving the building.
6. Volunteers will be logged in and out of the CART shelter using the Emergency Pet Shelter Staff Check-In form.
7. Duties at the shelter will be assigned to volunteers by the Chairman of the Small Animal Sub-Committee of CART, or in his/her absence or unavailability, then by the Vice Chairman. Duties will be assigned according to volunteers' particular skills and abilities.
8. The premises to be used for the pet shelter must be examined by the Chair of the Committee or in his/her, absence or unavailability, by the Vice-Chair, in the presence of a school representative and any pre-existing conditions noted and signed off by both parties on the Pre-Occupancy Inspection/Walk-Through form.

Attachment C-2
Temporary Shelter Guidelines - Sample

9. Anyone bringing an animal to the shelter must first register with the Red Cross in the school foyer and then bring the animal around the left side of the building to the door marked “_____ CART ANIMAL SHELTER.” This is the second outside entrance. Red Cross personnel will “tag” shelter residents as they check in; no pet may be accepted from any person who does not present proof of having registered with the Red Cross as a shelter resident.
10. Tables will be set up for animal intake and registration inside the door, which is at the end of the corridor designated for the pet shelter. Every animal and its cage will be tagged with a tab-band collar-indicating animal’s name and owner’s name. Details of pet’s name, breed/description, age, vaccination history if available, and owner’s name, address and telephone number will be entered in the registration log. The volunteer should also make a note of all equipment the owner is bringing in with the pet (cage, leash, bowl, food, etc.) and any CART or Animal Control equipment loaned to the owner.
11. The owner must sign the REGISTRATION AND PET-FRIENDLY PUBLIC EVACUATION SHELTER AGREEMENT. This is a signed agreement between the owner (on behalf of the family, if applicable) and the shelter staff, stating that the owner will abide by the shelter rules. NO ANIMALS CAN BE ACCEPTED WITHOUT THE OWNERS’S COMPLETION OF THIS FORM AND ACKNOWLEDGEMENT OF RECEIPT OF SHELTER RULES (a copy of the rules must be furnished to each pet owner).
12. Animals will be housed first in the four 18’ x 4’ setbacks, with dogs as close to the exterior door end of the corridor as possible. This may help lower the noise level affecting the human shelter occupants in the adjacent corridors. Only when these alcoves are full shall crates be placed in the main hallway, which is only 10’ wide.
13. Any pets arriving without appropriate vaccination records will be housed in a separate alcove. If a veterinarian is present, he/she will be asked to examine the animal. If it appears healthy, it can be accepted; if it does not appear healthy then Animal Control will be asked to remove it to the County Animal Shelter. If no veterinarian or vet-tech is present, then CART volunteers will use best judgment as to whether to accept the animal.
14. The responsibility of caring for the pet rests with the owner, however access must be restricted due to the lack of space in the shelter. The rules provided to the owner state that one family member (over the age of sixteen years) may visit the pet for twenty (20) minutes every three hours to feed, water, walk and clean up after the pet. Clean up materials will be provided.
15. No person under the age of sixteen will be permitted in the animal shelter at any time.
16. A volunteer will be stationed at the door opening into the main school hallway to provide control of visitors from the human shelter into the CART animal shelter (frequency of visits and age of visitor). [Application of this provision will depend upon the number of animals being sheltered.]

17. No pet, whether handled by its owner or a shelter volunteer, shall be out of its cage without a leash. This also applies to cats.
18. Each cage will have a clipboard attached to it and owners are urged to note on the board the time the pet was fed and walked. This is to make sure that no animal is overlooked because its owner is unable to care for it. [Application of this provision will depend upon the number of animals being sheltered.]
19. Owners are requested to notify shelter volunteers if an animal appears sick, is coughing or has diarrhea.
20. In the event an animal does exhibit symptoms of illness, that animal will be isolated from the others as far as space permits.
21. Shelter volunteers shall wear disposable rubber gloves AT ALL TIMES when handling animals and shall change gloves after caring for one animal and before handling the next. This is to prevent the spread of disease, particularly ringworm.
22. Owners and volunteers shall not permit any contact between one animal and another. Shelter volunteers must enforce this in order to prevent fights and the spread of disease.
23. When the emergency is over and animals are reunited with their owners, volunteers should check to make sure the right pet is leaving with the proper owner. The registration log must be noted with the date and time the animal was released and what equipment the owner took with him (cage, bowls, etc.) This must match the intake inventory.
24. Once the shelter has been emptied volunteers will make an inventory of all supplies that remain and keep a record of the disposal of those supplies. (Some items such as cages may have been on loan and need to be returned; other items such as food can be returned if unopened, otherwise passed on to the County Animal Shelter).
25. Once the shelter has been emptied, CART volunteers are responsible for cleaning up and washing the floor.
26. Once the shelter has been emptied and cleaned, the Chair of the Committee (or a delegate) shall make a careful check of the facility in the presence of a school representative and both shall sign the Release of Facility form, noting any damage.
27. Identification badges must be returned to Animal Control once the emergency is over and logged back into inventory by Animal Control.
28. The Chair of the Committee will be responsible for returning loaned items (or may delegate this responsibility). The Chair will be responsible for writing to thank all donors of emergency items as well as the volunteers.
29. When the shelter is closed and the operation of the pet shelter concluded, the Chair must so notify EOC.

Attachment C-4
Temporary Shelter Guidelines - Sample

30. Note: All donated items including emergency supplies of pet food must be channeled through the Chair of the Committee or, in his/her absence or unavailability, through the Vice-Chair.
31. Once the emergency has been declared, all requests for supplies or other assistance must be directed through the EOC.
32. Requests for media interviews must be directed to the EOC for approval before any statements are made.

I. Shelter Setup

A. Animal Admission

The admission process initiates the registration and care of animals. Animals may be brought in by the owner, or by a third party. A full description of the animal should be documented to include as much information about the animal as possible. The description, and all available identification, needs to be recorded and kept in the animal's file. Types of identification can include collars, tags, licenses, microchips or tattoos on ears or bellies. If possible, each animal should be photographed with its owner.

Non-professional shelter staff should not handle animals that may have been bitten within the last ten days; have been reported as aggressive by the owner; shows signs of aggression; are extremely difficult to handle; or shows signs of physical pain. These animals will need to be separately handled or kenneled by professional skilled staff. Otherwise, these problem animals should be refused admission to the shelter and remain the sole responsibility of the owner of contract Animal Control personnel.

Immediate medical concerns can be detected by veterinary examination of the eyes, ears, skin, teeth, nose and paws/feet. Animals with contagious or zootomic conditions should receive prompt attention in a quarantine area of the shelter. Animals should be vaccinated according to the instructions from veterinary staff.

B. Facility Safety and Security

While animals need adequate exercise and socializing, it is important to maintain a safe and secure facility. The safety and security of a facility can be affected by a large number of unskilled volunteers and untrained owners. Volunteers who care for and feed the animals need to be well oriented to the shelter's procedures and protocols. Examples of potential problems include overfeeding, under cleaning, and trying to handle large or problem animals. Cupertino's Animal Care and Shelter Branch will develop just in time training as needed.

C. Animal Care

The Cupertino Care and Shelter Unit Leader of a temporary shelter will be locally responsible for and determine who may have access to the animals. Although it may not be possible to have locks on every cage and kennels, creating a system of identification for volunteers who may remove animals from the holding areas is necessary.

All animals should be housed with their identification documentation and an Animal Care Log, which is used to record feedings, cleaning, and socialization. The shelter Animal Care

Coordinator should create protocols for determining which animals can be taken out of their cages or kennels, how much time they may be out, which activities are allowed, and the labeling system on the cage or kennel that is used to indicate that an animal is out. The shelter Animal Care Coordinator should physically count the animals on the premises at least twice a day and document in the log. Counting can quickly identify animals that may be improperly housed or missing.

Although a temporary shelter is a 24-hour operation, animals need periods of darkness and quiet. These periods should be scheduled and day and night disruption of these schedules limited to veterinary issues.

D. Cleaning

During emergencies, the risk of the spread of disease is increased. A full cleaning of containment and common exercise areas should therefore be done twice a day for dogs, cats, co-housed rabbits, and some livestock. For reptiles, small mammals, birds and horses, cleaning should be done once a day. Spot checks of the animal's welfare should also be scheduled several times per day. The guidelines for cleaning shown in Table 1 should be considered. The beginning and end of shifts for different positions must be clear.

TABLE 1: CLEANING AND WATERING NEEDS OF ANIMALS IN A SHELTER

Animal	Full Cage Cleaning		Check and refill water bowls every 2 hours during the day	Other
	Start of AM shift	Start of PM shift or 1 to 2 hours before end of shift		
Dogs	X	X	X	
Cats	X	X	X	
Rabbits	X	If small space housing three or more rabbits	X	
Small mammals	X	—	X	
Reptiles	X	—	X	
Domestic birds	X	—	X	
Chicken/fowl	X	—	X	
Livestock (farm mammals)	X	If housed in small kennels	X	Check every 4 hrs during the day
Horses/equine	X	—	X	Check every 4 hrs during the day

E. Feeding

Watering frequency is listed in Table 1 above.

The Care and Shelter Branch will work with Logistics to obtain food for the animals if the incident is expected to last more than 72 hours. Although donated food may arrive daily, keeping the diet consistent is important for reducing stress and cleaning requirements (diet changes can cause loose stools). The following guidelines for feeding should be considered or expanded.

▪ **Dogs**

Dogs should be fed two times a day, approximately 10 to 12 hours apart. Wet food should be avoided if possible to limit diet-related diarrhea. If an animal refuses to eat after the first 24 hours in a facility, a spoonful of wet food may be added to the dry food as a taste stimulus.

▪ **Cats**

Dogs should be fed two times a day, approximately 10 to 12 hours apart. Wet food should be avoided if possible to limit diet-related diarrhea. If an animal refuses to eat after the first 24 hours in a facility, a spoonful of wet food may be added to the dry food as a taste stimulus.

▪ **Rabbits/Small Mammals**

Rabbits and other rodents should be fed non-rich diets. The home diet should be continued if known. Rabbit diet should consist of hay (oat or timothy) and green rabbit pellets.

▪ **Reptiles/Amphibians**

Care must be taken to identify not only the correct food source for reptiles but also the correct presentation and time of feeding. Additionally, co-housed snakes and many lizards must be separated at feeding times. Diets vary significantly among species and according to size and age of an animal. If possible, their home diets should be continued.

Lizards = Prey should be no larger than the length of the lizard's head.

Snakes = Prey should be no wider than the widest part of the snake's body.

Herbivorous Diets

Food should be placed on a plate or dish to avoid consumption of the substrate provided as the flooring of the enclosure. Ingredients should be well mixed to avoid

picking, and a commercial calcium supplement should be included. Herbivores should be fed one or two times a day, with younger animals eating more often than adults.

Carnivorous Diets

Prey guidelines are as follows:

- Vertebrate prey = safest if fed pre-killed. Move the prey around when dropping it into the enclosure to stimulate the animal to feed. Young lizards may need to eat daily but adult snakes may only need to eat twice per week.
- Fish = should be fed live.
- Worms/larvae = should be fed live. They are best fed in a dish that the reptile may eat from but from which the worms cannot escape.
- Crickets = should be dusted in calcium powder and fed live. Some reptiles need additional nutrients that are provided by giving the cricket's commercial gut-loading food 12 to 24 hours before feeding.

Omnivorous Diets

Terrestrial omnivores should be fed using the guidelines for both herbivores and the appropriate carnivore. Aquatic omnivores should have their greens floated on the water and given live fish.

- **Domestic Birds**

Birds should be fed twice daily but must be monitored for food intake regularly. If a bird is not eating the diet given, alternatives must be tried until a diet is found that the bird will eat. Whenever possible, a bird's diet should remain the same as the diet at home.

Food must be provided by the owner, recovered from the owner's home or found in the bird's food dish as a guideline for its diet. Additional considerations are as follows:

- Birds should have limited access to dairy products, cabbage, and bananas
- Birds should not be given chocolate, avocado, foods with high salt content, or mushrooms
- Lorikeets and Toucans require a diet of fruits, vegetables, juices, and nectars. They should not be given seeds.
- Finches, canaries, and other wild and wild type birds require small amounts of grit in their diets. The grit can be sand, gravel, or crushed oyster shells.

- **Chickens/Other Fowl**

Chickens should be given commercial chicken feed twice per day. The chicken's normal diet should be followed if known.

- **Livestock/Farm Mammals**

- Goats - The diet should consist of commercial goat feed (non-medicated), a plant fiber source, and a salt block. Unless housed in pens that allow access to plant material, goats require a supplement of leafy hays or legumes. Goats should be fed twice a day rather than allowing the animals to free feed.
- Sheep - The diet should consist of commercial sheep feed (non-medicated), a plant fiber source, and a salt block. Unless housed in pens that allow access to grasses, sheep require a supplement of grass hay. Sheep should be fed twice a day rather than allowing the animals to free feed.
- Swine - Pigs should be fed twice a day. An appropriate standard diet consists of a non-medicated commercial pig feed and a small amount of alfalfa hay.

F. Animal Transportation

All transportation should be coordinated with and directed by San Jose Animal Care and Services. The city of Cupertino has no internal animal transportation capability. Outside resources will be needed if transportation becomes necessary.

G. Animal Documentation Guidelines

Animal shelter support personnel are responsible for reporting shelter activity data to the Animal Care Coordinator, who, in turn, will report to the Incident Command (IC).

Occupancy counts two times a day (morning and evening) are necessary for reporting and safety accountability. Daytime counts may be added at the discretion of the Animal Shelter Management Teams in response to individual security needs.

Animal shelter information that is reported involves a variety of formats, including:

- Animal shelter status report
- Animal shelter status boards, updated daily, including the following information:
 - Total number of animals in care
 - Total number of new animals in care
- Site information
 - Name of shelter
 - Site address
 - Number of animals in occupancy
 - Number of new animals in occupancy
 - Capacity by species and animal type
 - Percentage of capacity filled
 - Name of site manager and point-of-contact information

- Problems associated with the operation of the shelters (including shortages in supplies and staffing)

It is also critical to create a filing system for the documentation that is created at the animal shelter. A folder and binder system works well. All animal records and associated documentation should go into a folder and should be in the same order in each folder. If an animal is onsite, the folder should have a green dot. If the animal has been transported elsewhere, a red dot should be used. If the animal has been moved into a foster home or contingent-adoptive home, a yellow dot should be used. Color-coding the folders will facilitate tracking the folders and animals.

Binders may be used to store and access other information, such as:

- Lost animal information
- Owned animals
- Reclaimed animals
- Stray animals

II. Demobilization

A. Shelter Closures

Closing a temporary animal shelter will usually be coordinated with the closure of corresponding human shelters. The following activities must be coordinated:

- Remove/disposition all animals (documented and undocumented) from the facility
- Clean and break down cages, kennels and other containment areas
- Remove paper and tarps from walls and floors
- Sweep and mop floors
- Clean surfaces
- Remove signage
- Use air fresheners if necessary
- Use de-fleaing sprays if necessary

B. Redistribution of Supplies

Remaining supplies should be inventoried, returned to the owner, or disposed of properly (consumables should be disposed of well before their expected shelf life??). This activity is important for reimbursement. Explain?

C. Removal and Disposal of Animal Carcasses

The disposition of dead animals should be referred to contracted San Jose Animal Control representatives for disposal. Copies of all records regarding the registration, care, sheltering and local maintenance of these animals should accompany the carcasses.

All efforts should be made to refer the recently deceased animals to San Jose Animal Control. If this is not possible, the animal carcasses must individually be securely tied in several thicknesses of plastic bags and kept at a distance from live animals and shelter staff so as to not pose a health risk. Fly spray in the storage area should be used often. The animals should be moved to a freezer at the shelter when possible or picked up by an animal disposal company under direction of San Jose Animal Control. Disposition documentation should be retained by San Jose Animal Control.

D. Procedures for Unclaimed Animals

The Cupertino EOC Animal Service Coordinator should create procedures for the disposition of unclaimed animals when the emergency shelter is closed. An animal may be adopted, transferred, or euthanized; but the procedures must be consistent with local laws, and copies of individual animal records showing disposition should be retained locally for possible later recovery of the animals. It is recommended that unclaimed animals be turned over to San Jose Animal Control for further disposition.

E. Final Data Collection

All animal shelter operational data, reports, and documents should be collected to ensure that a complete record of logs, transactions, analyses, and other information is available for review by individual animal owners, animal welfare ombudsmen or competent authority.

Animal Food Resource Checklist

Small Animals

- Food Banks
- Pet Stores
- Grocery Stores
- Kennels
- Breeders
- Feed Stores
- Humane Societies/SPCAs
- Animal Control Shelters
- Veterinary Clinics

Large Animals and Horses

- Feed Suppliers
- Feed Stores
- Hay Producers/Transporters
- Local Animal Producers
- Local Boarding Facilities
- Local Breeding Facilities
- Local Horsemen's/Cattlemen's Organizations

Animal Food Survey

1. Company/Organization Name _____

Address _____

Number and Street

City

Zip

Facility Phone () ____ - ____ Fax () ____ - ____

Representative's Name _____

Representative's Pager () ____ - ____ Cell phone () ____ - ____

2. What species do you have food for?

Dog (Type of food) _____

Cat _____

Bird _____

Reptiles _____

Cattle _____

Horse _____

Sheep/Goat _____

Other _____

3. Would you be willing to provide animal food during a disaster?

Free Reduced Rate _____ Standard Rate _____

4. Give brief directions to your location from the closest major road or highway.

Animal Food Resource List

Organization/Company Name _____

Address _____
Number and Street City Zip

Area or cross streets _____

Contact's name _____

Phone Number () _____ **Fax** () _____

Rep's Cell Phone () _____ **Pager** () _____

Supplies Available _____

Type of Food _____ **Species** _____

Delivers? Yes No

Free **Reduced rate** _____ **Standard Rate** _____

Organization/Company Name _____

Address _____
Number and Street City Zip

Area or cross streets _____

Contact's name _____

Phone Number () _____ **Fax** () _____

Rep's Cell Phone () _____ **Pager** () _____

Supplies Available _____

Type of Food _____ **Species** _____

Delivers? Yes No

Free **Reduced rate** _____ **Standard Rate** _____

Animal Care Supplies Survey

1. **Company/Organization Name** _____

Address _____
Number and Street City Zip

Facility Phone () ____-____ Fax () ____-____

Representative's Name _____

Representative's Pager () ____-____ Cell phone () ____-____

2. **What supplies do you have?**

Veterinary Supplies

Drugs Vaccines IV fluids Leg wraps Bandages

Non-medical Animal Supplies

Small Animal

Pet carriers Cat litter Collars Leashes Cages Shovels Bleach
 Disinfectant Food and water dishes

Large Animal

Halters Lead ropes Blankets Bedding Wheelbarrows Rakes
 Pitchforks Buckets Hoses Fly spray Bleach Disinfectant Lime

Office Supplies

Trail marking tape Duct tape Microchip scanner Camera/film Paper
 Pens/pencils Permanent markers Binders Staplers Hole punch
 Computer/printer Copy machine Flashlights Cellular phones

3. **Would you be willing to provide these supplies during a disaster?**

Free Loan Reduced Rate _____ Standard Rate _____

4. **Give brief directions to your location from the closest major road or highway.**

Animal Care Supply Resource List

Organization/Company Name _____

Address _____
Number and Street City Zip

Area or cross streets _____

Contact's name _____

Phone Number () _____ **Fax** () _____

Rep's Cell Phone () _____ **Pager** () _____

Supplies Available _____

Free **Loan** **Reduced rate** _____ **Standard Rate** _____

Organization/Company Name _____

Address _____
Number and Street City Zip

Area or cross streets _____

Contact's name _____

Phone Number () _____ **Fax** () _____

Rep's Cell Phone () _____ **Pager** () _____

Supplies Available _____

Free **Loan** **Reduced rate** _____ **Standard Rate** _____

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF CUPERTINO
AND

_____ (ENTITY)

This Memorandum of Understanding, dated _____, is entered into by and between the City of Cupertino, hereafter referred to as "City" and _____, herein referred to as "ENTITY".

Purpose

The purpose of the Memorandum of Understanding is to define a cooperative working relationship between the City and ENTITY for the purpose of providing care and assistance for animals during disasters and other emergencies. This Memorandum will outline how the City and ENTITY will work cooperatively to improve disaster response capabilities.

The Role of the City of Cupertino

During emergencies and disasters, the City functions under the Standardized Emergency Management System (SEMS)/National Incident Management System (NIMS). The goal is to manage emergencies and disasters, within city boundaries, and facilitate a rapid recovery by developing plans, identifying resources and offering training to protect lives, property and the environment. The City works closely with public, private and non-profit organizations to promote standardized training and response plans and ensure the best use of available resources. The City trains volunteers to manage their homes, families and neighborhoods.

The City will receive requests for assistance and allocate resources based on priority and availability. Emergency public information will be provided through available communications methods that may include amateur radio, telephone, computer, television, commercial radio and runners.

During emergencies and disasters, the City will need to bring in outside agencies, services and personnel in order to respond and recover from the disaster.

The Role of _____ (ENTITY)

ENTITY is a _____ (description) located at _____ (address)

Attachment G-2
Memorandum of Understanding

ENTITY will allow the City the right of first refusal to the use/purchase of supplies and services, for a period of 48 hours, while determining the types of animal care assistance needed. Cost of the service/supplies will be at the then-current City government discount, if applicable.

ENTITY may also assist the City response by providing temporary facilities, volunteer personnel and equipment. ENTITY will maintain 24/7 contact information with the City, become a member of the Cupertino Animal Care Committee, to assist with pre-disaster coordination, and participate in animals in disaster training and exercises when appropriate.

This coordination between the City and ENTITY does not impose any administrative authority or fiscal control by government or its emergency organizations over the ENTITY, its policies or employees; nor does it empower ENTITY to encroach upon, invade, or substitute for local government statutory obligations to plan, prepare for and respond to, disaster situations within its jurisdictions.

1.1 COST RECOVERY SECTION

Any ENTITY facilities or equipment used by the City for disaster response will be inspected prior to use and restored to their pre-use condition. In the event that the City declares a local emergency, and obtains a Gubernatorial and/or Presidential declaration, the ENTITY may be eligible for recovery of documented costs beyond normal operating expenses as deemed appropriate by administering state and federal agencies. The City Office of Emergency Services will assist with this recovery of documented costs. The City shall not be liable for any of the operating expenses of ENTITY, emergency or otherwise. ENTITY will pay for its own normal operating expenses.

1.2 TERM OF MEMORANDUM

This Memorandum of Understanding will be in effect as of the date indicated above and shall remain in full force and effect for two (2) years from that date, and shall be automatically renewed for additional two-year terms thereafter. Either party may terminate the agreement by serving written notice to the other party at least one hundred eighty (180) days in advance. This MOU may be renegotiated at any time at the request of either party.

1.3 INDEMNIFICATION

The parties agree that all losses or liabilities incurred by either party as a result of the party's performance of its responsibilities under this MOU shall not be shared pro rata but instead the parties agree that each party shall indemnify, defend and hold the other harmless from any claim, expense or cost, damage or liability arising out of, or in connection with, the performances of its responsibilities pursuant to this MOU.

The City will manage any injuries incurred by City staff or registered City Volunteers. Liability for all other injuries incurred on ENTITY property, shall be the responsibility of ENTITY.

1.4 AMENDMENTS

Amendments to the terms and conditions of this MOU shall be effective only upon mutual agreement in writing by the parties hereto. The City Office of Emergency Services has the authority on behalf of the City to execute any amendments pertaining to the operational issues of this MOU.

1.5 INDEPENDENT CONTRACTOR

ENTITY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between this local government and ENTITY. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant, or employee of the City, nor shall any such person be entitled to any benefits available or granted to local government employees.

1.6 OTHER AGREEMENTS

This MOU places no restrictions on either party from participation in similar agreements and/or activities with other public or private entities.

1.7 INSURANCE

Each party shall maintain it's own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage or liability arising out of the performance of its responsibilities pursuant to this MOU.

1.8 NOTICES

All notices required to be given pursuant this MOU shall be in writing and shall be delivered in person, delivered by electronic facsimile, or deposited in the United States mail, certified mail, return receipt requested, addressed to the parties as set forth below:

City of Cupertino
Office of Emergency Services
10300 Torre Ave, Cupertino, CA 95014
FAX (408) 777-3336
PHONE (408) 777-3335

Name of Organization _____ (herein referred to as ENTITY)
Address _____
FAX (____) _____
PHONE (____) _____
EMAIL _____@

In Witness Whereof, the City of Cupertino, and the legal representative of ENTITY have executed this MOU on the dates indicated below.

Entered into agreement by:

David Knapp
City Manager

Date:

Representative of ENTITY _____

Legal Office -

Date:

To facilitate purchasing food and supplies for the Disaster Animal Shelter, it is recommended that the City of Cupertino have signed Memoranda of Understanding (MOUs) with the local stores and service providers (or their appropriate corporate divisions) listed below. This is not a comprehensive list. The City may have purchasing relationships with other entities that could be added to the list.

Animal Feed and Supplies

An Jan: 1129 S. De Anza Blvd., Cupertino, 408-446-3932; <http://www.anjan.com/> .
(Main Super Store, 1633 S. First Street (Monterey Rd.), San Jose; 408-293-6232)

PETCO: 2775 El Camino Real, Santa Clara, 408-423-9110; 500 El Paseo Drive, Saratoga, 408-866-7387 (corporate address: PETCO Animal Supplies, 9125 Rehco Road, San Diego, CA 92121, 1-858453-7845; <http://www.petco.com/> also <http://www.petcofoundation.org/>).

PetsMart: 770 E. El Camino Real, Sunnyvale, 408-773-0215; 850 W. Hamilton Ave., Campbell, 408-374-9321 (corporate address: 19601 North 27th Avenue, Phoenix, AZ 85027, 623-580-6100; <http://www.petsmart.com/> and <http://www.petsmartcharities.org/> .

Lucky (supermarket): 10425 S. De Anza Blvd., Cupertino, 408-252-6644 (corporate address: Modesto, CA; Customer Relations: 1-800-692-5710; <http://www.luckysupermarkets.com/>).

Safeway Food & Drug: 6150 Bollinger Road, San Jose, 408-257-3070; 2760 Homestead Road, Santa Clara, 408-248-0563; 12876 Saratoga-Sunnyvale Road, Saratoga, 408-867-0180; 160 First Street, Los Altos, CA, 650-941-1208; (corporate address: Safeway, Inc., 5918 Stoneridge Mall Road, Pleasanton, CA, 925-467-3000; <http://www.safeway.com/>).

Animal Hospitals and Clinics

Acadia Veterinary Clinic: 10012 N. Foothill Blvd., Cupertino, 408-996-1030. Eric Griesshaber, DVM; Genie Griesshaber, DVM; Donald K. Jones, DVM;

Atwal Ravinder S DVM, 6186 Bollinger Road, San Jose, 408-777-8387.

Cupertino Animal Hospital: 10026 Peninsula Ave., Cupertino, 408-725-9988. Munir Kureshi, DVM

De Anza Veterinary Clinic: 7325 Fallenleaf Lane, Cupertino, 408-996-1411. Brien J. Bates, DVM; Kirsten Krick, DVM.

For the Birds: 1136 S. De Anza Blvd. #B, San Jose, CA, 408-255-1739. Stern Hilary, DVM; Fern Van Sant, DVM. [Ck listing; webpage not found]

West Valley Pet Clinic: 1360 S. De Anza Blvd., 408-996-1155. Valerie Brons, DVM; Timothy J. Govers, DVM; Danielle Olsen, DVM.

VCA Hemingway Cat Hospital: 12840 Saratoga-Sunnyvale Road, Saratoga, 408-741-4844. Amie Knieper, DVM; Matthew Marasco, DVM; Jennifer Yee, DVM.

General Supplies

Home Depot: 975 S. De Anza Blvd., Cupertino, 408-253-3537 (corporate address: The Home Depot, Inc., 2455 Paces Ferry Road, N.W., Atlanta, GA, 770-433-8211; <http://www.homedepot.com/>).

Target: 20745 Stevens Creek Blvd., Cupertino, 408-725-2651 (corporate address: Target Corporation, 1000 Nicollet Mall, Minneapolis, MN, 612-304-6073; <http://www.target.com/>).

Pet Grooming

Canine Coiffures: 1356 S. De Anza Blvd., San Jose, 408-996-1565

Creative Grooming: 20110 Seagull Way, Saratoga, 408-255-2979

Supreme Grooming Service: 21686 Stevens Creek Blvd., Cupertino, 408-255-1563

Animal Transportation Checklist

Small Animal

- Animal Control vehicles
- Mobile veterinary clinics
- Mobile dog kennels (talk to hunting clubs, kennel clubs)
- Local Cat Fanciers
- Local humane organizations
- Private vans, trucks, and trailers

Horses

- Local horsemen's association/riding clubs
- Private horse trailers
- Horse transport companies

Large Animal

- Local Cattlemen's association
- Livestock Transport Companies
- Ranchers
- Dairies
- Feedlots
- Animal Control vehicles and horse trailers
- University and other local educational institution livestock transport
- Department of Transportation (Caltrans)

Animal Transportation Survey

1. Company/Organization Name _____

Address _____

Phone () ____-____ Fax () ____-____

2. Representative's Name _____

Representative's Phone () ____-____ Pager () ____-____

3. What species can you transport and how many?

Dog _____ Cattle _____ Exotics _____

Cat _____ Sheep _____ Poultry _____

Horse _____ Swine _____ Goat _____

4. Would you be willing to provide transportation services during a disaster?

Pro Bono Reduced rate _____ Standard rate _____

5. General information

Insurance Company _____ Policy # _____

Vehicle License Plate Number _____ Description _____

Trailer License Plate Number _____ Description _____

If more than one vehicle:

Vehicle License Plate Number _____ Description _____

Trailer License Plate Number _____ Description _____

Vehicle License Plate Number _____ Description _____

Trailer License Plate Number _____ Description _____

Vehicle License Plate Number _____ Description _____

Trailer License Plate Number _____ Description _____

Transportation Resource List

Company/Group Name _____

Address _____
Number and Street City Zip

Area or cross streets _____

Owner's name _____

Phone Number () _____ **Fax** () _____

Owner's Cell Phone () _____ **Pager** () _____

Description of Transportation Resource _____

Species _____ **Number of animals** _____

Driver(s) _____

Free **Reduced rate** _____ **Standard Rate** _____

Company/Group Name _____

Address _____
Number and Street City Zip

Area or cross streets _____

Owner's name _____

Phone Number () _____ **Fax** () _____

Owner's Cell Phone () _____ **Pager** () _____

Description of Transportation Resource _____

Species _____ **Number of animals** _____

Driver(s) _____

Free **Reduced rate** _____ **Standard Rate** _____

Attachment J-1
Resources and Contacts List

After this list has been completed, it should be printed, copied, and stored in several places.

County Contacts

For the names and phone numbers of current California Veterinary Medical Association (CVMA) coordinator(s) in your county, check with the current Disaster Response Coordinator at the CVMA, 1400 River Park Drive, Sacramento, CA 95815, (916) 649-0599. In the event of an emergency, the CVMA disaster line is (800) 655-2862.

Regional Director

Contact _____ Phone _____

County Director

Contact _____ Phone _____

Other County Advisor

Contact _____ Phone _____

County Livestock Advisor

Contact _____ Phone _____

County Dairy Advisor

Contact _____ Phone _____

County Fire Management Advisor

Contact _____ Phone _____

County Poultry Advisor

Contact _____ Phone _____

County 4-H Advisor

Contact _____ Phone _____

CVMA Veterinary Coordinator

Contact _____ Phone _____

County Animal Control Services Officer

Contact _____ Phone _____

County Agricultural Commissioner

Contact _____ Phone _____

County Fair Contact

Contact _____ Phone _____

County Fire Department

Contact _____ Phone _____

Attachment J-2
Resources and Contacts List

County Trapper (Animal Damage Control)

Contact _____ Phone _____

County Supervisors

Contact _____ Phone _____

Department of Health Services (County Representative)

Contact _____ Phone _____

Crematorium

Contact _____ Phone _____

Contact _____ Phone _____

Rendering Company

Contact _____ Phone _____

Contact _____ Phone _____

Attachment J-3
Resources and Contacts List

City Contacts

Police Department

Contact _____	Phone _____

Sheriff's Department

Contact _____	Phone _____
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City Fire Department

Contact _____	Phone _____

Telephone Company

Contact _____	Phone _____
---------------	-------------

Mayor

Contact _____	Phone _____

City Council Members

Contact _____	Phone _____
Contact _____	Phone _____

Attachment J-4
Resources and Contacts List

Contact _____	Phone _____

Media/Press Contacts

Contact _____	Phone _____

Other Important Contacts

Contact _____	Phone _____

**Attachment J-5
Resources and Contacts List**

Office of Emergency Services Contacts

Animal Services Coordinator

Contact _____ Phone _____

Emergency/after-hours number _____

County/Operational Area Coordinator

Contact _____ Phone _____

Emergency/after-hours number _____

Emergency Operations Center (active during an emergency)

Contact _____ Phone _____

Regional (Inland, Coastal or Southern) Administrator

Contact _____ Phone _____

FEMA Disaster Office

500 C Street South West
Washington DC 20742

Region IX (encompasses California)

Building 105
Presidio of San Francisco
San Francisco, CA 94129
(415) 923-7100
Fax (415) 923-7112

Humane Associations

American Humane Association
63 Inverness Drive East
Englewood, CO 80112-5117
(303) 792-9900
Fax (303) 792-5333

The Humane Society of the United States, West Coast Regional Office

5301 Madison Avenue, Suite 202
P.O. Box 417220
Sacramento, CA 95841-7220
(916) 344-1710

**Attachment J-6
Resources and Contacts List**

Local Humane Organizations

Contact _____ Phone _____

Contact _____ Phone _____

Contact _____ Phone _____

Animal Health District Veterinarian in Charge

Contact _____ Phone _____

Contact _____ Phone _____

International Wildlife Rehabilitation Association (IWRA)

Mary Reynolds
iwrc@inreach.com
Fax (707) 864-3106

Other Wildlife Rehabilitation Organizations

Contact _____ Phone _____

Contact _____ Phone _____

American Red Cross Chapter

Contact _____ Phone _____

Contact _____ Phone _____

National Association for Search and Rescue (NASAR)

4500 Southgate Place, Suite 100
Chantilly VA 20151-1714
(703) 222-6277
Fax (703) 222-6283

Local search and rescue organizations

Contact _____ Phone _____

Contact _____ Phone _____

California Council of Companion Animal Advocates

5231 Madison Avenue
Sacramento, CA 95841
(916) 344-4985

California Farm Bureau (916) 924-4000

California State Horsemen's Association

(209) 225-1055

Contact _____ Phone _____

Attachment J-7
Resources and Contacts List

California Cattlemen's Association

(916) 444-0845

Contact _____

Phone _____

California Wool Growers Association

(916) 444-8122

Contact _____

Phone _____

Attachment J-8
Resources and Contacts List

Cat Fanciers' Association

P.O. Box 1005
Manasquan NJ 08736-0805
(732) 528-9797
Fax (732) 528-7391

Contact _____ Phone _____

American Kennel Club

5580 Centerview Drive, Suite 200
Raleigh, NC 27606
(212) 696-8200
Fax (212) 696-8299

Contact _____ Phone _____

Educational Institutions

Contact _____ Phone _____

Military State of California U.S. Army Veterinary Treatment Facilities

Contact _____ Phone _____

Other Contact Information

Petfinder

Contact _____ Phone _____

Pet Harbor

Contact _____ Phone _____

Noah's Wish www.noahswish.org

Contact _____ Phone _____

National Volunteer Organizations Active in Disasters

www.nvoad.org

Contact _____ Phone _____

International Fun for Animal Welfare

www.ifaw.org

Contact _____ Phone _____

VMAT teams www.vmat.org

Contact _____ Phone _____

Attachment J-9
Resources and Contacts List

Pet Stores

Pet Food Express

Contact _____ Phone _____

Local

Contact _____ Phone _____

Local

Contact _____ Phone _____

Local

Contact _____ Phone _____

K. Authorities and References

1. California Senate Bill 1785
2. The Pets Evacuation and Transportation Standards Act of 2006 (PETS), Public Law 109-308.
3. *Animal Services Agreement Between the City of San Jose and the City of Cupertino*, dated 29 June 2004

APPENDIX III:

**SB 1785 (HAYDEN) AB 1856 (VINCENT)
AB 2754 (HOUSE)**

Appendix III SB 1785 (Hayden) & AB 1856 (Vincent)

SB 1785 Stray animals: duties of pounds and shelters.

BILL NUMBER: SB 1785 CHAPTERED 09/23/98

CHAPTER 752

FILED WITH SECRETARY OF STATE SEPTEMBER 23, 1998
APPROVED BY GOVERNOR SEPTEMBER 22, 1998
PASSED THE SENATE AUGUST 30, 1998
PASSED THE ASSEMBLY AUGUST 26, 1998
AMENDED IN ASSEMBLY AUGUST 24, 1998
AMENDED IN ASSEMBLY JUNE 18, 1998
AMENDED IN SENATE APRIL 29, 1998
AMENDED IN SENATE APRIL 14, 1998

INTRODUCED BY Senator Hayden (Coauthor: Senator O'Connell)

FEBRUARY 18, 1998

An act to amend Sections 1815, 1816, 1834, 1845, 1846, 1847, and 2080 of, and to add Section 1834.4 to, the Civil Code, to amend Sections 31108, 31752, and 32001 of, to add Sections 17005, 17006, 31752.5, 31753, and 32003 to, and to add, repeal, and add Section 31754 of, the Food and Agricultural Code, and to amend Section 597.1 of, and to add Section 599d to, the Penal Code, relating to stray animals.

LEGISLATIVE COUNSEL'S DIGEST

SB 1785, Hayden. Stray animals: duties of pounds and shelters.

Existing law specifies the rights and duties of persons who find lost property of another or who, either voluntarily or involuntarily, are the depositaries of the property of another. Existing law provides that involuntary depositaries are entitled to no reward for the thing deposited; however, finders are entitled to reasonable compensation for saving and taking care of the property.

This bill would set forth the findings of the Legislature with respect to animal shelters, humane organizations, lost or stray animals, and neuter programs, declare the policy of the state with respect to adoptable and treatable animals, as specified, and set forth the intent of the bill. The bill would (1) provide that (a) a person or public or private entity that holds a stray, live animal shall be deemed an involuntary depositary; and (b) all depositaries of live animals have a duty to provide them with necessary and prompt veterinary care, nutrition, and shelter, and to treat them humanely and failure to do so may subject the depositary to liability for civil damages; (2) authorize involuntary

depositories of live animals to accept rewards, as specified; and (3) require a public depository of a stray live animal to take charge of it, as specified.

Existing law provides that no dog or cat impounded by a public pound or specified shelter shall be killed before 72 hours have elapsed from the time of impounding.

This bill would, effective July 1, 1999, expand this minimum impound time to 4 or 6 business days, as specified, and would require that the animal be released to a nonprofit animal rescue or adoption organization in certain circumstances, subject to specified exceptions. The bill would also provide impounding time periods, and care, redemption, and adoption requirements applicable to other specified animals.

Existing law requires public pounds and specified shelters to provide owners and finders of lost animals with specified services to restore the lost animals to their owners. Existing law specifies that these requirements are not mandatory duties and do not create a cause of action against public entities or employees.

This bill would declare that the duty to provide these services is a mandatory duty for public entities and their contractors. The bill would also require pounds and shelters to keep specified records regarding impounded animals for 3 years after the animal's impoundment ends.

Because this bill would impose new duties on local officials, it would create a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement, including the creation of a State Mandates Claims Fund to pay the costs of mandates that do not exceed \$1,000,000 statewide and other procedures for claims whose statewide costs exceed \$1,000,000.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

SECTION 1. (a) The Legislature finds and declares the following:

(1) Public and private shelters and humane organizations share a common purpose in saving animals' lives, preventing animal suffering, and eliminating animal abandonment.

(2) Public and private shelters and humane groups should work together to end euthanasia of adoptable and treatable animals by 2010.

(b) The Legislature finds and declares the following:

(1) Redemption of owned pets and adoption of lost or stray adoptable animals is preferable to incurring social and economic costs of euthanasia.

(2) Shelters should be open during hours that permit working pet owners to redeem pets during nonworking hours.

(3) Shelters should aggressively promote spay and neuter programs to reduce pet overpopulation.

(4) Shelters should not adopt out animals that are not spayed or neutered.

(5) Public shelters should work with humane animal adoption organizations to the fullest extent possible to promote the adoption of animals and to reduce the rate of killing.

(c) The intent of this act is to do all of the following:

(1) Increase the focus of shelters to owner redemption and adoption by making recordkeeping mandatory to aid in owner redemption, providing owner relinquished pets the same holding period as stray animals to allow for adoption, and providing for an explicit adoption period.

(2) Consolidate and list clear guidelines for care and treatment for animals held in shelters.

(3) Extend public shelter responsibilities from dogs and cats to other legal pets.

(4) Make shelters accountable to pet owners and the public for records and the care of animals in their possession.

(5) Make clear that shelter responsibilities are the same as those legally assumed by a person who voluntarily picks up an animal.

(d) The Legislature finds and declares that statutory law prescribes the type of treatment that private citizens must extend to stray animals they voluntarily pick up and that public and private animal shelters should be held to the same legal duties as those that exist for private citizens.

(e) The Legislature finds and declares that it is better to have public and private shelters pick up or take in animals than private citizens. The Legislature further finds that the taking in of animals is important for public health and safety, to aid in the return of the animal to its owner, and to prevent inhumane conditions for lost or free roaming animals.

(f) The Legislature finds and declares that shelters should be required by law to take in lost animals and properly care for them with prompt veterinary care, adequate nutrition, shelter, exercise, and water.

(g) The Legislature finds and declares that shelters receiving animals that have identification should make reasonable attempts to notify the owner of the animal's location.

(h) The Legislature finds and declares that the duties of shelters to properly care for an animal do not cease if the owner of a lost animal does not claim the animal, and the shelter should have the duty to make the animal available for adoption for a reasonable period of time and to care properly for the animal during this period.

(i) The Legislature finds and declares that lost animals should be held for a period of time to ensure that the owner has proper access to redeem the animal.

SEC. 2. Section 1815 of the Civil Code is amended to read:

1815. An involuntary deposit is made:

(a) By the accidental leaving or placing of personal property in the possession of any person, without negligence on the part of its owner.

(b) In cases of fire, shipwreck, inundation, insurrection, riot, or like extraordinary emergencies, by the owner of personal property committing it, out of necessity, to the care of any person.

(c) By the delivery to, or pick up by, and the holding of, a stray live animal by any person, or public or private entity.

SEC. 3. Section 1816 of the Civil Code is amended to read:

1816. (a) The person or private entity with whom a thing is deposited in the manner described in Section 1815 is bound to take charge of it, if able to do so.

(b) A public agency or shelter with whom a thing is deposited in the manner described in Section 1815 is bound to take charge of it, as provided in Section 597.1 of the Penal Code.

SEC. 4. Section 1834 of the Civil Code is amended to read:

1834. A depositary of living animals shall provide the animals with necessary and prompt veterinary care, nutrition, and shelter, and treat them kindly. Any depositary that fails to perform these duties may be liable for civil damages as provided by law.

SEC. 5. Section 1834.4 is added to the Civil Code, to read:

1834.4. (a) It is the policy of the state that no adoptable animal should be euthanized if it can be adopted into a suitable home. Adoptable animals include only those animals eight weeks of age or older that, at or subsequent to the time the animal is impounded or otherwise taken into possession, have manifested no sign of a behavioral or temperamental defect that could pose a health or safety risk or otherwise make the animal unsuitable for placement as a pet, and have manifested no sign of disease, injury, or congenital or hereditary condition that adversely affects the health of the animal or that is likely to adversely affect the animal's health in the future.

(b) It is the policy of the state that no treatable animal should be euthanized. A treatable animal shall include any animal that is not adoptable but that could become adoptable with reasonable efforts. This subdivision, by itself, shall not be the basis of liability for damages regarding euthanasia.

SEC. 6. Section 1845 of the Civil Code is amended to read:

1845. An involuntary deposit is gratuitous, the depositary being entitled to no reward. However, an involuntary depositary of any live animal may accept advertised rewards or rewards freely offered by the owner of the animal.

SEC. 7. Section 1846 of the Civil Code is amended to read:

1846. (a) A gratuitous depositary must use, at least, slight care for the preservation of the thing deposited.

(b) A gratuitous depositary of a living animal shall provide the animal with necessary and prompt veterinary care, adequate nutrition and water, and shelter, and shall treat it humanely and, if the animal has any identification, make reasonable attempts to notify the owner of the animal's location. Any gratuitous depositary that does not have sufficient resources or desire to provide that care shall promptly turn the animal over to an appropriate care facility.

(c) If the gratuitous depositary of a living animal is a public pound, shelter operated by a society for the prevention of cruelty to animals, or humane shelter, the depositary shall comply with all other requirements of the Food and Agricultural Code regarding the impounding of live animals.

SEC. 8. Section 1847 of the Civil Code is amended to read:

1847. The duties of a gratuitous depositary cease:

(a) Upon restoration by the depositary of the thing deposited to its owner.

(b) Upon reasonable notice given by the depositary to the owner to remove it, and the owner failing to do so within a reasonable time. But an involuntary depositary, under subdivision (b) of Section 1815, may not give notice until the emergency that gave rise to the deposit is past. This subdivision shall not apply to a public pound, a shelter operated by a society for the prevention of cruelty to animals, or a humane shelter. The duty to provide care, as required by Section 1846, continues until the public pound or private shelter is lawfully relieved of responsibility for the animal.

SEC. 9. Section 2080 of the Civil Code is amended to read:

2080. Any person who finds a thing lost is not bound to take charge of it, unless the person is otherwise required to do so by contract or law, but when the person does take charge of it he or she is thenceforward a depositary for the owner, with the rights and obligations of a depositary for hire. Any person or any public or private entity that finds and takes possession of any money, goods, things in action, or other personal property, or saves any domestic animal from harm, neglect, drowning, or starvation, shall, within a reasonable time, inform the owner, if known, and make restitution without compensation, except a reasonable charge for saving and taking care of the property. Any person who takes possession of a live domestic animal shall provide for humane treatment of the animal.

SEC. 10. Section 17005 is added to the Food and Agricultural Code, to read:

17005. (a) It is the policy of the state that no adoptable animal should be euthanized if it can be adopted into a suitable home. Adoptable animals include only those animals eight weeks of age or older that, at or subsequent to the time the animal is impounded or otherwise taken into possession, have manifested no sign of a behavioral or

temperamental defect that could pose a health or safety risk or otherwise make the animal unsuitable for placement as a pet, and have manifested no sign of disease, injury, or congenital or hereditary condition that adversely affects the health of the animal or that is likely to adversely affect the animal's health in the future.

(b) It is the policy of the state that no treatable animal should be euthanized. A treatable animal shall include any animal that is not adoptable but that could become adoptable with reasonable efforts. This subdivision, by itself, shall not be the basis of liability for damages regarding euthanasia.

SEC. 11. Section 17006 is added to the Food and Agricultural Code, to read:

17006. Animals that are irremediably suffering from a serious illness or severe injury shall not be held for owner redemption or adoption. Newborn animals that need maternal care and have been impounded without their mothers may be euthanized without being held for owner redemption or adoption.

SEC. 12. Section 31108 of the Food and Agricultural Code is amended to read:

31108. (a) The required holding period for a stray dog impounded pursuant to this division shall be six business days, not including the day of impoundment, except as follows:

(1) If the pound or shelter has made the dog available for owner redemption on one weekday evening until at least 7:00 p.m. or one weekend day, the holding period shall be four business days, not including the day of impoundment.

(2) If the pound or shelter has fewer than three full-time employees or is not open during all regular weekday business hours, and if it has established a procedure to enable owners to reclaim their dogs by appointment at a mutually agreeable time when the pound or shelter would otherwise be closed, the holding period shall be four business days, not including the day of impoundment.

Except as provided in Section 17006, stray dogs shall be held for owner redemption during the first three days of the holding period, not including the day of impoundment, and shall be available for owner redemption or adoption for the remainder of the holding period.

(b) Any stray dog that is impounded pursuant to this division shall, prior to the killing of that animal for any reason other than irremediable suffering, 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 killing of that animal. In addition to any required spay or neuter deposit, the pound or shelter, at its discretion, may assess a fee, not to exceed the standard adoption fee, for animals released.

SEC. 13. Section 31752 of the Food and Agricultural Code is amended to read:

31752. (a) The required holding period for a stray cat impounded pursuant to this division shall be six business days, not including the day of impoundment, except as follows:

(1) If the pound or shelter has made the cat available for owner redemption on one weekday evening until at least 7:00 p.m. or one weekend day, the holding period shall be four business days, not including the day of impoundment.

(2) If the pound or shelter has fewer than three full-time employees or is not open during all regular weekday business hours, and if it has established a procedure to enable owners to reclaim their cats by appointment at a mutually agreeable time when the pound or shelter would otherwise be closed, the holding period shall be four business days, not including the day of impoundment.

Except as provided in Sections 17006 and 31752.5, stray cats shall be held for owner redemption during the first three days of the holding period, not including the day of impoundment, and shall be available for owner redemption or adoption for the remainder of the holding period.

(b) Any stray cat that is impounded pursuant to this division shall, prior to the killing of that animal for any reason other than irremediable suffering, 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 killing of that animal. In addition to any required spay or neuter deposit, the pound or shelter, at its discretion, may assess a fee, not to exceed the standard adoption fee, for animals released.

SEC. 14. Section 31752.5 is added to the Food and Agricultural Code, to read:

31752.5. (a) The Legislature finds and declares the following:

(1) Domestic cats' temperaments range from completely docile indoor pets to completely unsocialized outdoor cats that avoid all contact with humans.

(2) "Feral cats" are cats with temperaments that are completely unsocialized, although frightened or injured tame pet cats may appear to be feral.

(3) Some people care for or own feral cats.

(4) Feral cats pose particular safety hazards for shelter employees.

(5) It is cruel to keep feral cats caged for long periods of time; however, it is not always easy to distinguish a feral cat from a frightened tame cat.

(b) For the purposes of this section, a "feral cat" is defined as a cat without owner identification of any kind whose usual and consistent temperament is extreme fear and resistance to contact with people. A feral cat is totally unsocialized to people.

(c) Notwithstanding Section 31752, if an apparently feral cat has not been reclaimed by its owner or caretaker within the first three days of the required holding period, shelter personnel qualified to verify the temperament of the animal shall verify whether it is feral or tame by using a standardized protocol. If the cat is determined to be docile or a frightened or difficult tame cat, the cat shall be held for the entire required holding period specified in Section 31752. If the cat is determined to be truly feral, the cat may be euthanized or relinquished to a nonprofit, as defined in Section 501(c)(3) of the Internal

Revenue Code, animal adoption organization that agrees to the spaying or neutering of the cat if it has not already been spayed or neutered. In addition to any required spay or neuter deposit, the pound or shelter, at its discretion, may assess a fee, not to exceed the standard adoption fee, for the animal released.

SEC. 15. Section 31753 is added to the Food and Agricultural Code, to read:

31753. Any rabbit, guinea pig, hamster, pot-bellied pig, bird, lizard, snake, turtle, or tortoise legally allowed as personal property impounded in a public or private shelter shall be held for the same period of time, under the same requirements of care, and with the same opportunities for redemption and adoption by new owners or nonprofit, as defined in Section 501(c)(3) of the Internal Revenue Code, animal rescue or adoption organizations as cats and dogs. Section 17006 shall also apply to these animals. In addition to any required spay or neuter deposit, the pound or shelter, at its discretion, may assess a fee, not to exceed the standard adoption fee, for animals released to nonprofit animal rescue or adoption organizations pursuant to this section.

SEC. 16. Section 31754 is added to the Food and Agricultural Code, to read:

31754. (a) Except as provided in Section 17006, any animal relinquished by the purported owner that is of a species impounded by pounds or shelters shall be held for two full business days, not including the day of impoundment. The animal shall be available for owner redemption for the first day, not including the day of impoundment, and shall be available for owner redemption or adoption for the second day. After the second required day, the animal may be held longer, killed, or relinquished to a nonprofit, as defined in Section 501(c)(3) of the Internal Revenue Code, animal adoption organization under the same conditions and circumstances provided for stray dogs and cats in Sections 31108 and 31752.

(b) This section shall become operative on July 1, 1999. This section shall become inoperative on July 1, 2001, and, as of January 1, 2002, is repealed, unless a later enacted statute that is enacted before January 1, 2002, deletes or extends the dates on which it becomes inoperative and is repealed.

SEC. 16.5. Section 31754 is added to the Food and Agricultural Code, to read:

31754. (a) Except as provided in Section 17006, any animal relinquished by the purported owner that is of a species impounded by pounds or shelters shall be held for the same holding periods, with the same requirements of care, applicable to stray dogs and cats in Sections 31108 and 31755, except that the period for owner redemption shall be one day, not including the day of impoundment, and the period for owner redemption or adoption shall be the remainder of the holding period.

(b) This section shall become operative on July 1, 2001.

SEC. 17. Section 32001 of the Food and Agricultural Code is amended to read:

32001. All public pounds, shelters operated by societies for the prevention of cruelty to animals, and humane shelters, that contract to perform public animal control services,

shall provide the owners of lost animals and those who find lost animals with all of the following:

- (a) Ability to list the animals they have lost or found on "Lost and Found" lists maintained by the pound or shelter.
- (b) Referrals to animals listed that may be the animals the owners or finders have lost or found.
- (c) The telephone numbers and addresses of other pounds and shelters in the same vicinity.
- (d) Advice as to means of publishing and disseminating information regarding lost animals.
- (e) The telephone numbers and addresses of volunteer groups that may be of assistance in locating lost animals.

The duties imposed by this section are mandatory duties for public entities for all purposes of the Government Code and for all private entities with which a public entity has contracted to perform those duties.

SEC. 18. Section 32003 is added to the Food and Agricultural Code, to read:

32003. All public pounds and private shelters shall keep accurate records on each animal taken up, medically treated, or impounded. The records shall include all of the following information and any other information required by the California Veterinary Medical Board:

- (a) The date the animal was taken up, medically treated, euthanized, or impounded.
- (b) The circumstances under which the animal was taken up, medically treated, euthanized, or impounded.
- (c) The names of the personnel who took up, medically treated, euthanized, or impounded the animal.
- (d) A description of any medical treatment provided to the animal and the name of the veterinarian of record.
- (e) The final disposition of the animal, including the name of the person who euthanized the animal or the name and address of the adopting party. These records shall be maintained for three years after the date the animal's impoundment ends.

SEC. 19. Section 597.1 of the Penal Code is amended to read:

597.1. (a) Every owner, driver, or keeper of any animal who permits the animal to be in any building, enclosure, lane, street, square, or lot of any city, county, city and county, or judicial district without proper care and attention is guilty of a misdemeanor. Any peace officer, humane society officer, or animal control officer shall take possession of the stray or abandoned animal and shall provide care and treatment for the animal until the animal

is deemed to be in suitable condition to be returned to the owner. When the officer has reasonable grounds to believe that very prompt action is required to protect the health or safety of the animal or the health or safety of others, the officer shall immediately seize the animal and comply with subdivision (f). In all other cases, the officer shall comply with the provisions of subdivision (g). The cost of caring for and treating any animal properly seized under this subdivision shall constitute a lien on the animal and the animal shall not be returned to its owner until the charges are paid, if the seizure is upheld pursuant to this section.

(b) Every sick, disabled, infirm, or crippled animal, except a dog or cat, that is abandoned in any city, county, city and county, or judicial district may be killed by the officer if, after a reasonable search, no owner of the animal can be found. It shall be the duty of all peace officers, humane society officers, and animal control officers to cause the animal to be killed or rehabilitated and placed in a suitable home on information that the animal is stray or abandoned. The officer may likewise take charge of any animal, including a dog or cat, that by reason of lameness, sickness, feebleness, or neglect, is unfit for the labor it is performing, or that in any other manner is being cruelly treated, and provide care and treatment for the animal until it is deemed to be in a suitable condition to be returned to the owner. When the officer has reasonable grounds to believe that very prompt action is required to protect the health or safety of an animal or the health or safety of others, the officer shall immediately seize the animal and comply with subdivision (f). In all other cases, the officer shall comply with subdivision (g). The cost of caring for and treating any animal properly seized under this subdivision shall constitute a lien on the animal and the animal shall not be returned to its owner until the charges are paid.

(c) Any peace officer, humane society officer, or animal control officer shall convey all injured cats and dogs found without their owners in a public place directly to a veterinarian known by the officer to be a veterinarian who ordinarily treats dogs and cats for a determination of whether the animal shall be immediately and humanely destroyed or shall be hospitalized under proper care and given emergency treatment.

If the owner does not redeem the animal within the locally prescribed waiting period, the veterinarian may personally perform euthanasia on the animal. If the animal is treated and recovers from its injuries, the veterinarian may keep the animal for purposes of adoption, provided the responsible animal control agency has first been contacted and has refused to take possession of the animal.

Whenever any animal is transferred to a veterinarian in a clinic, such as an emergency clinic that is not in continuous operation, the veterinarian may, in turn, transfer the animal to an appropriate facility.

If the veterinarian determines that the animal shall be hospitalized under proper care and given emergency treatment, the costs of any services that are provided pending the owner's inquiry to the responsible agency, department, or society shall be paid from the dog license fees, fines, and fees for impounding dogs in the city, county, or city and county in which the animal was licensed or, if the animal is unlicensed, shall be paid by the jurisdiction in which the animal was found, subject to the provision that this cost be repaid by the animal's owner. The cost of caring for and treating any animal seized under

this subdivision shall constitute a lien on the animal and the animal shall not be returned to the owner until the charges are paid. No veterinarian shall be criminally or civilly liable for any decision that he or she makes or for services that he or she provides pursuant to this subdivision.

(d) An animal control agency that takes possession of an animal pursuant to subdivision (c) shall keep records of the whereabouts of the animal from the time of possession to the end of the animal's impoundment, and those records shall be available for inspection by the public upon request for three years after the date the animal's impoundment ended.

(e) Notwithstanding any other provision of this section, any peace officer, humane society officer, or any animal control officer may, with the approval of his or her immediate superior, humanely destroy any stray or abandoned animal in the field in any case where the animal is too severely injured to move or where a veterinarian is not available and it would be more humane to dispose of the animal.

(f) Whenever an officer authorized under this section seizes or impounds an animal based on a reasonable belief that prompt action is required to protect the health or safety of the animal or the health or safety of others, the officer shall, prior to the commencement of any criminal proceedings authorized by this section, provide the owner or keeper of the animal, if known or ascertainable after reasonable investigation, with the opportunity for a posts-seizure hearing to determine the validity of the seizure or impoundment, or both.

(1) The agency shall cause a notice to be affixed to a conspicuous place where the animal was situated or personally deliver a notice of the seizure or impoundment, or both, to the owner or keeper within 48 hours, excluding weekends and holidays. The notice shall include all of the following:

(A) The name, business address, and telephone number of the officer providing the notice.

(B) A description of the animal seized, including any identification upon the animal.

(C) The authority and purpose for the seizure, or impoundment, including the time, place, and circumstances under which the animal was seized.

(D) A statement that, in order to receive a post-seizure hearing, the owner or person authorized to keep the animal, or his or her agent, shall request the hearing by signing and returning an enclosed declaration of ownership or right to keep the animal to the agency providing the notice within 10 days, including weekends and holidays, of the date of the notice. The declaration may be returned by personal delivery or mail.

(E) A statement that the cost of caring for and treating any animal properly seized under this section is a lien on the animal and that the animal shall not be returned to the owner until the charges are paid, and that failure to request or to attend a scheduled hearing shall result in liability for this cost.

(2) The postseizure hearing shall be conducted within 48 hours of the request, excluding weekends and holidays. The seizing agency may authorize its own officer or employee to conduct the hearing if the hearing officer is not the same person who directed the seizure

or impoundment of the animal and is not junior in rank to that person. The agency may utilize the services of a hearing officer from outside the agency for the purposes of complying with this section.

(3) Failure of the owner or keeper, or of his or her agent, to request or to attend a scheduled hearing shall result in a forfeiture of any right to a post-seizure hearing or right to challenge his or her liability for costs incurred.

(4) The agency, department, or society employing the person who directed the seizure shall be responsible for the costs incurred for caring and treating the animal, if it is determined in the post-seizure hearing that the seizing officer did not have reasonable grounds to believe very prompt action, including seizure of the animal, was required to protect the health or safety of the animal or the health or safety of others. If it is determined the seizure was justified, the owner or keeper shall be personally liable to the seizing agency for the cost of the seizure and care of the animal, the charges for the seizure and care of the animal shall be a lien on the animal, and the animal shall not be returned to its owner until the charges are paid and the seizing agency or hearing officer has determined that the animal is physically fit or the owner demonstrates to the seizing agency's or the hearing officer's satisfaction that the owner can and will provide the necessary care.

(g) Where the need for immediate seizure is not present and prior to the commencement of any criminal proceedings authorized by this section, the agency shall provide the owner or keeper of the animal, if known or ascertainable after reasonable investigation, with the opportunity for a hearing prior to any seizure or impoundment of the animal. The owner shall produce the animal at the time of the hearing unless, prior to the hearing, the owner has made arrangements with the agency to view the animal upon request of the agency, or unless the owner can provide verification that the animal was humanely destroyed. Any person who willfully fails to produce the animal or provide the verification is guilty of an infraction, punishable by a fine of not less than two hundred fifty dollars (\$250) nor more than one thousand dollars (\$1,000).

(1) The agency shall cause a notice to be affixed to a conspicuous place where the animal was situated or personally deliver a notice stating the grounds for believing the animal should be seized under subdivision (a) or (b). The notice shall include all of the following:

(A) The name, business address, and telephone number of the officer providing the notice.

(B) A description of the animal to be seized, including any identification upon the animal.

(C) The authority and purpose for the possible seizure or impoundment.

(D) A statement that, in order to receive a hearing prior to any seizure, the owner or person authorized to keep the animal, or his or her agent, shall request the hearing by signing and returning the enclosed declaration of ownership or right to keep the animal to the officer providing the notice within two days, excluding weekends and holidays, of the date of the notice.

(E) A statement that the cost of caring for and treating any animal properly seized under this section is a lien on the animal, that any animal seized shall not be returned to the owner until the charges are paid, and that failure to request or to attend a scheduled hearing shall result in a conclusive determination that the animal may properly be seized and that the owner shall be liable for the charges.

(2) The pre-seizure hearing shall be conducted within 48 hours, excluding weekends and holidays, after receipt of the request. The seizing agency may authorize its own officer or employee to conduct the hearing if the hearing officer is not the same person who requests the seizure or impoundment of the animal and is not junior in rank to that person. The agency may utilize the services of a hearing officer from outside the agency for the purposes of complying with this section.

(3) Failure of the owner or keeper, or his or her agent, to request or to attend a scheduled hearing shall result in a forfeiture of any right to a pre-seizure hearing or right to challenge his or her liability for costs incurred pursuant to this section.

(4) The hearing officer, after the hearing, may affirm or deny the owner's or keeper's right to custody of the animal and, if reasonable grounds are established, may order the seizure or impoundment of the animal for care and treatment.

(h) If any animal is properly seized under this section, the owner or keeper shall be personally liable to the seizing agency for the cost of the seizure and care of the animal. Furthermore, if the charges for the seizure or impoundment and any other charges permitted under this section are not paid within 14 days of the seizure, or, if the owner, within 14 days of notice of availability of the animal to be returned, fails to pay charges permitted under this section and take possession of the animal, the animal shall be deemed to have been abandoned and may be disposed of by the impounding officer.

(i) If the animal requires veterinary care and the humane society or public agency is not assured, within 14 days of the seizure of the animal, that the owner will provide the necessary care, the animal shall not be returned to its owner and shall be deemed to have been abandoned and may be disposed of by the impounding officer. A veterinarian may humanely destroy an impounded animal without regard to the prescribed holding period when it has been determined that the animal has incurred severe injuries or is incurably crippled. A veterinarian also may immediately humanely destroy an impounded animal afflicted with a serious contagious disease unless the owner or his or her agent immediately authorizes treatment of the animal by a veterinarian at the expense of the owner or agent.

(j) No animal properly seized under this section shall be returned to its owner until, in the determination of the seizing agency or hearing officer, the animal is physically fit or the owner can demonstrate to the seizing agency's or hearing officer's satisfaction that the owner can and will provide the necessary care.

(k) Upon the conviction of a person charged with a violation of this section, or Section 597 or 597a, all animals lawfully seized and impounded with respect to the violation shall be adjudged by the court to be forfeited and shall thereupon be transferred to the impounding officer or appropriate public entity for proper adoption or other disposition.

A person convicted of a violation of this section shall be personally liable to the seizing agency for all costs of impoundment from the time of seizure to the time of proper disposition. Upon conviction, the court shall order the convicted person to make payment to the appropriate public entity for the costs incurred in the housing, care, feeding, and treatment of the seized or impounded animals. Each person convicted in connection with a particular animal may be held jointly and severally liable for restitution for that particular animal. The payment shall be in addition to any other fine or sentence ordered by the court.

The court may also order, as a condition of probation, that the convicted person be prohibited from owning, possessing, caring for, or having any contact with, animals of any kind and require the convicted person to immediately deliver all animals in his or her possession to a designated public entity for adoption or other lawful disposition or provide proof to the court that the person no longer has possession, care, or control of any animals. In the event of the acquittal or final discharge without conviction of the arrested person, the court shall, on demand, direct the release of seized or impounded animals upon a showing of proof of ownership. Any questions regarding ownership shall be determined in a separate hearing by the court where the criminal case was finally adjudicated and the court shall hear testimony from any persons who may assist the court in determining ownership of the animal. If the owner is determined to be unknown or the owner is prohibited or unable to retain possession of the animals for any reason, the court shall order the animals to be released to the appropriate public entity for adoption or other lawful disposition. This section is not intended to cause the release of any animal, bird, reptile, amphibian, or fish, seized or impounded pursuant to any other statute, ordinance, or municipal regulation. This section shall not prohibit the seizure or impoundment of animals as evidence as provided for under any other provision of law.

(l) It shall be the duty of all peace officers, humane society officers, and animal control officers to use all currently acceptable methods of identification, both electronic and otherwise, to determine the lawful owner or caretaker of any seized or impounded animal. It shall also be their duty to make reasonable efforts to notify the owner or caretaker of the whereabouts of the animal and any procedures available for the lawful recovery of the animal and, upon the owner's and caretaker's initiation of recovery procedures, retain custody of the animal for a reasonable period of time to allow for completion of the recovery process. Efforts to locate or contact the owner or caretaker and communications with persons claiming to be the owner or caretaker shall be recorded and maintained and be made available for public inspection.

SEC. 20. Section 599d is added to the Penal Code, to read:

599d. (a) It is the policy of the state that no adoptable animal should be euthanized if it can be adopted into a suitable home. Adoptable animals include only those animals eight weeks of age or older that, at or subsequent to the time the animal is impounded or otherwise taken into possession, have manifested no sign of a behavioral or temperamental defect that could pose a health or safety risk or otherwise make the animal unsuitable for placement as a pet, and have manifested no sign of disease, injury, or congenital or hereditary condition that adversely affects the health of the animal or that is likely to adversely affect the animal's health in the future.

(b) It is the policy of the state that no treatable animal should be euthanized. A treatable animal shall include any animal that is not adoptable but that could become adoptable with reasonable efforts. This subdivision, by itself, shall not be the basis of liability for damages regarding euthanasia.

SEC. 21. Sections 12 and 13 of this act shall become operative on July 1, 1999.

SEC. 22. Notwithstanding Section 17610 of the Government Code, if the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code. If the statewide cost of the claim for reimbursement does not exceed one million dollars (\$1,000,000), reimbursement shall be made from the State Mandates Claims Fund.

Notwithstanding Section 17580 of the Government Code, unless otherwise specified, the provisions of this act shall become operative on the same date that the act takes effect pursuant to the California Constitution.

AB 1856 Dogs and cats: overpopulation: spaying and neutering

BILL NUMBER: AB 1856 CHAPTERED 09/23/98

CHAPTER 747

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AMENDED IN ASSEMBLY MARCH 19, 1998

INTRODUCED BY Assembly Member Vincent (Coauthor: Assembly Member Strom-Martin)

FEBRUARY 13, 1998

An act to amend, repeal, and add Section 30503 of, to amend, renumber, and repeal Section 31751 of, to add Section 31751.3 to, to add a chapter heading immediately preceding Section 31751 of, and to add and repeal Sections 30504, 30804.7, and 31751.7 of, and Chapter 1.5 (commencing with Section 30520) to Division 14 of, and Chapter 2 (commencing with Section 31760) to Division 14.5 of, the Food and Agricultural Code, relating to dogs and cats.

LEGISLATIVE COUNSEL'S DIGEST

AB 1856, Vincent. Dogs and cats: overpopulation: spaying and neutering.

(1) Existing law prohibits each public pound, society for the prevention of cruelty to animals shelter, and humane shelter from selling or giving away any dog or cat that has not been spayed or neutered, unless a \$40 deposit for spaying or neutering the dog or a \$30 deposit for neutering the cat has been tendered, as prescribed.

This bill would, with regard to counties whose population exceeds 100,000 persons, and cities within those counties, revise the provisions governing the payment of a deposit to

require a person who adopts or purchases a dog or cat that is too sick or injured to be spayed or neutered to pay a deposit to the appropriate entity, which would be refunded if the dog or cat is spayed or neutered when it is healthy. The bill would require that the funds from unclaimed deposits be expended only for spaying or neutering programs.

The bill would require the owner of a non

spayed or unneutered dog or cat that is impounded by a public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group to be fined, as prescribed, for the first, 2nd, 3rd, and subsequent occurrences, thereby imposing a state-mandated local program by imposing new duties on local agencies. The bill would immunize cities and counties, societies for the prevention of cruelty to animals, and humane societies from an action by the owner of a dog or cat for spaying or neutering the dog or cat in accordance with the bill. The bill would make any person who commits specified violations subject to a civil penalty of not less than \$50 on a first violation and a civil penalty of not less than \$100 on any 2nd or subsequent violation.

The bill, with respect to counties with a population of less than 100,000, on January 1, 2000, would prohibit a public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group from selling or giving away any cat or dog that has not been spayed or neutered, in accordance with prescribed requirements.

The bill would make related changes. The bill would become operative on January 1, 2000, and would remain in effect only until January 1, 2006, and on that date would be repealed unless a later enacted statute deletes or extends that date.

(2) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

SECTION 1. (a) The Legislature finds and declares that overpopulation of dogs and cats in California is a problem of great public concern. The overpopulation causes public health problems, adversely affects city and county animal control departments, and results in needlessly euthanized dogs and cats.

(b) It is the intent of the Legislature, by enacting this act, to reduce the number of unwanted dogs and cats in California. In order to reduce the number of stray dogs and cats on the streets, and the number euthanized in shelters each year, the birth rate must be reduced. Although the point may seem obvious, humans generally give birth to a single offspring, while dogs and cats give birth to litters. Additionally, dogs and cats reach sexual maturity relatively young and their gestation periods are comparatively short. The single most effective prevention of overpopulation among dogs and cats is spaying and neutering.

SEC. 2. Section 30503 of the Food and Agricultural Code is amended to read:

30503. (a) Except as otherwise provided in subdivision (b), no public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group shall sell or give away to a new owner any dog that has not been spayed or neutered.

For the purposes of this section a rescue group is a for profit or not for profit entity, or a collaboration of individuals with at least one of its purposes being the sale or placement of dogs that have been removed from a public animal control agency or shelter, society for the prevention of cruelty to animals shelter, or humane shelter or that have been previously owned by any person other than the original breeder of that dog.

(b) If a veterinarian licensed to practice veterinary medicine in this state certifies that a dog is too sick or injured to be spayed or neutered, or that it would otherwise be detrimental to the health of the dog to be spayed or neutered, the adopter or purchaser shall pay the public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group a deposit of not less than forty dollars (\$40), and not more than seventy-five dollars (\$75). The entity shall establish the amount of the deposit at the level it determines is necessary to encourage the spaying or neutering of dogs. The deposit shall be temporary, and shall only be retained until the dog is healthy enough to be spayed or neutered, as certified by a veterinarian licensed to practice veterinary medicine in this state. The dog shall be spayed or neutered within 14 business days of that certification. The adopter or purchaser shall obtain written proof of spaying or neutering from the veterinarian performing the operation. If the adopter or purchaser presents proof of spaying or neutering to the entity from which the dog was obtained within 30 business days of obtaining the proof, the adopter or purchaser shall receive a full refund of the deposit.

(c) 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 to carry out this section.

(d) Any funds from unclaimed deposits made pursuant to this section, as it read on January 1, 1999, and any funds from deposits that are unclaimed after January 1, 2000, may be expended only for programs to spay or neuter dogs and cats, including agreements with a society for the prevention of cruelty to animals or a humane society or licensed veterinarian to operate a program to spay or neuter dogs and cats.

(e) This section only applies to a county that has a population exceeding 100,000 persons as of January 1, 2000, and to cities within that county.

(f) This section shall remain in effect only until January 1, 2006, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2006, deletes or extends that date.

SEC. 2.3. Section 30503 is added to the Food and Agricultural Code, to read:

30503. (a) No public pound, society for the prevention of cruelty to animals shelter, or humane shelter shall sell or give away any dog that has not been spayed or neutered,

unless a deposit for spaying or neutering the dog has been tendered to the pound or shelter. The deposit shall be in the amount determined by the pound or shelter to be comparable to the lowest fee charged by veterinarians in the locale, but shall not exceed forty dollars (\$40). A veterinarian shall perform the operation. If a female dog and her puppies are sold or given away to one individual, only a single deposit shall be required.

The pound or shelter may make appropriate arrangements for the spaying or neutering of the dog, or may return the deposit to the person purchasing or receiving the dog upon presentation of a written statement or receipt from the veterinarian or clinic that the dog has been spayed or neutered. The deposit may also include an amount necessary to recover any additional costs under this section.

(b) Any dog over six months of age at the time it is sold or given away by the pound or shelter shall be spayed or neutered within 60 days, or the deposit shall be deemed unclaimed. Any dog six months of age or younger at the time it is sold or given away by the pound or shelter shall be spayed or neutered within six months, or the deposit shall be deemed unclaimed.

(c) Any deposit not claimed under subdivision (a) shall be used only for the following purposes:

(1) A public education program to prevent overpopulation of dogs and cats.

(2) A program to spay or neuter dogs and cats.

(3) A followup program to assure that animals sold or given away by the pound or shelter are spayed or neutered.

(4) Any additional costs incurred under this section.

(d) Public pounds, society for the prevention of cruelty to animals shelters, and humane shelters may enter into cooperative agreements with each other and with veterinarians in carrying out this section.

(e) This section shall become operative on January 1, 2006.

SEC. 2.5. Section 30504 is added to the Food and Agricultural Code, to read:

30504. (a) For purposes of this division, each member of a litter of puppies, weaned or unweaned, shall be treated as an individual animal.

(b) This section shall remain in effect only until January 1, 2006, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2006, deletes or extends that date.

SEC. 3. Chapter 1.5 (commencing with Section 30520) is added to Division 14 of the Food and Agricultural Code, to read:

CHAPTER 1.5. SPECIAL PROVISIONS APPLICABLE TO COUNTIES WITH A POPULATION OF LESS THAN 100,000 PERSONS

30520. (a) This chapter only applies to a county that has a population of less than 100,000 persons as of January 1, 2000, and to cities within that county. A county whose population exceeds 100,000 persons in a year subsequent to January 1, 2000, shall be subject to Chapter 1 (commencing with Section 30501) commencing on January 1 of the year immediately following the year in which the population of that county exceeds 100,000 persons.

(b) Except as otherwise provided in this chapter, no public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group shall sell or give away any dog that has not been spayed or neutered.

(c) A public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group may not transfer to a new owner a dog that has not been spayed or neutered, except as provided in subdivision (d).

(d) A public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group may transfer to a new owner a dog that has not been spayed or neutered only if the animal shelter does both of the following:

(1) Requires a written agreement, executed by the recipient, acknowledging the dog is not spayed or neutered and the recipient agrees in writing to be responsible for ensuring the dog will be spayed or neutered within 30 business days after the agreement is signed.

(2) Receives from the recipient a sterilization deposit of not less than forty dollars (\$40) and not more than seventy-five dollars (\$75), the terms of which are part of the written agreement executed by the recipient under this section.

(e) 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 to carry out this section.

30521. (a) A spaying or neutering deposit may be either of the following:

(1) A portion of the adoption fee or other fees rendered in acquiring the dog, which will enable the adopter to take the dog for spaying or neutering to a veterinarian with whom the public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group has an agreement that provides that the veterinarian will bill the shelter directly for the sterilization.

(2) A deposit that is both of the following:

(A) Refundable to the recipient if proof of spaying or neutering of the dog is presented to the public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group not more than 30 business days after the date the dog is spayed or neutered.

(B) Forfeited to the public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group if proof of spaying or neutering is not presented to the animal shelter within 30 business days.

(b) A spaying or neutering deposit shall be in the amount determined by the shelter, but shall not be less than forty dollars (\$40) and shall not exceed seventy-five dollars (\$75).

(c) All spaying or neutering deposits forfeited or unclaimed under this section shall be retained by the public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group and shall be used by the public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group only for the following purposes:

(1) A program to spay or neuter dogs and cats.

(2) A public education program to reduce and prevent overpopulation of dogs and cats, and the related costs to local government.

(3) A followup program to ensure that dogs and cats transferred by the public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group are spayed or neutered in accordance with the agreement executed under subdivision (d) of Section 30520.

(4) Any additional costs incurred by the public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group in the administration of the requirements of this chapter.

30522. (a) (1) If a recipient fails to comply with the spaying or neutering agreement within 30 business days after the agreement is signed, the recipient shall forfeit the sterilization deposit and is subject to a fine pursuant to Section 30523.

(2) An animal control officer, humane officer, police officer, peace officer, or any agency authorized to enforce the Penal Code may write citations with a civil penalty stated in an amount corresponding to the violation as provided in Section 30523. The fines shall be paid to the local municipality or public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane shelter, or rescue group. Any funds collected under this section shall be expended for the purpose of humane education, programs for low-cost spaying and neutering of dogs and cats, and any additional costs incurred by the animal shelter in the administration of the requirements of this chapter.

(3) If the owner, at any time subsequent to 30 business days after the spaying or neutering agreement was signed, provides proof of spaying or neutering, the deposit shall be forfeited, but any fine levied but not yet paid, shall be waived.

(b) A public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group may extend the date by which spaying or neutering is to be completed at its discretion for good cause shown. Any extension shall be in writing.

(c) If a veterinarian licensed to practice veterinary medicine in this state certifies that a dog is too sick or injured to be spayed or neutered, or that it would otherwise be detrimental to the health of the dog to be spayed or neutered, the adopter or purchaser shall pay the public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group a deposit of not less than forty dollars (\$40), and not more than seventy-five dollars (\$75). The entity shall establish the amount of the deposit at the level it determines is necessary to encourage the spaying or neutering of dogs. The deposit shall be temporary, and shall be retained only until the dog is healthy enough to be spayed or neutered as certified by a veterinarian licensed to practice veterinary medicine in this state. The dog shall be spayed or neutered within 14 business days of that certification. The adopter or purchaser shall obtain written proof of spaying or neutering from the veterinarian performing the operation. If the adopter or purchaser presents proof of spaying or neutering to the entity from which the dog was obtained within 30 business days, the adopter or purchaser shall receive a full refund of the deposit.

(d) If an adopted dog dies within the spaying or neutering period provided for in the written agreement pursuant to Section 30520, subdivision (c) shall not apply to the dog. In that case, the recipient may receive a reimbursement of the sterilization deposit by submitting to the public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group within the sterilization period a signed letter from a veterinarian licensed to practice medicine in this state stating that the animal has died. The letter shall include a description of the dog.

30523. (a) (1) A person who commits any violation of subdivision (b) is subject to a civil penalty of not less than fifty dollars (\$50) on a first violation of subdivision (b), and a civil penalty of not less than one hundred dollars (\$100) on any second or subsequent violation of subdivision (b).

(2) An action for a penalty proposed under this section may be commenced by the administrator of the public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group from which the recipient obtained the animal that is the subject of the violation in a court of competent jurisdiction.

(b) A person is subject to the civil penalties pursuant to subdivision (a) if that person does any of the following:

(1) Falsifies any proof of spaying or neutering submitted for the purpose of compliance with this chapter.

(2) Provides to a public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group or a licensed veterinarian inaccurate information regarding ownership of any dog required to be submitted for spaying or neutering under this chapter.

(3) Submits to a public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group false information regarding sterilization fees or fee schedules.

(4) Issues a check for insufficient funds for any spaying or neutering deposit required under this chapter.

(c) All penalties collected under this section shall be retained by the public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group imposing the penalties, to be used solely for purposes provided for under subdivision (c) of Section 30521.

30524. Local ordinances concerning the adoption or placement procedures of any public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group shall be at least as restrictive as this chapter.

30525. Whenever a dog license tag is issued pursuant to this division, the tag shall be issued for one-half or less of the fee required for a dog, if a certificate is presented from a licensed veterinarian that the dog has been spayed or neutered.

30526. This chapter shall remain in effect only until January 1, 2006, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2006, deletes or extends that date.

SEC. 4. Section 30804.7 is added to the Food and Agricultural Code, to read:

30804.7. (a) The owner of a nonspayed or unneutered dog that is impounded once by a city or county animal control agency or shelter, society for the prevention of cruelty to animals, or humane society, shall be fined thirty-five dollars (\$35) on the first occurrence, fifty dollars (\$50) on the second occurrence, and one hundred dollars (\$100) for the third or subsequent occurrence. These fines are for unneutered impounded animals only, and are not in lieu of any fines or impound fees imposed by any individual city, county, public animal control agency or shelter, society for the prevention of cruelty to animals shelter, or humane society shelter.

(b) An animal control officer, humane officer, police officer, peace officer, or any agency authorized to enforce the Penal Code may write citations with a civil penalty stated in an amount corresponding to the violation as provided in subdivision (a). The fines shall be paid to the local municipality or public animal control agency or shelter, society for the prevention of cruelty to animals shelter, or humane society shelter. Any funds collected under this section shall be expended for the purpose of humane education, programs for low cost spaying and neutering of dogs, and any additional costs incurred by the public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group in the administration of the requirements of this division.

(c) This section applies to each county and cities within each county, regardless of population.

(d) No city or county, society for the prevention of cruelty to animals, or humane society is subject to any civil action by the owner of a dog that is spayed or neutered in accordance with this section.

(e) This section shall remain in effect only until January 1, 2006, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2006, deletes or extends that date.

SEC. 5. A chapter heading is added immediately preceding Section 31751 of the Food and Agricultural Code, to read:

CHAPTER 1. REGULATION OF CATS GENERALLY

SEC. 6. Section 31751 of the Food and Agricultural Code is amended and renumbered to read:

31751.3. (a) Except as otherwise provided in subdivision (b), no public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group shall sell or give away to a new owner any cat that has not been spayed or neutered.

For the purposes of this section, a rescue group is a for profit or not for profit entity, or a collaboration of individuals with at least one of its purposes being the sale or placement of cats that have been removed from a public animal control agency or shelter, society for the prevention of cruelty to animals shelter, or humane shelter or that have been previously owned by any person other than the original breeder of that cat.

(b) If a veterinarian licensed to practice veterinary medicine in this state certifies that a cat is too sick or injured to be spayed or neutered, or that it would otherwise be detrimental to the health of the cat to be spayed or neutered, the adopter or purchaser shall pay the public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group a deposit of not less than forty dollars (\$40), and not more than seventy-five dollars (\$75). The entity shall establish the amount of the deposit at the level it determines is necessary to encourage the spaying or neutering of cats. The deposit shall be temporary, and shall only be retained until the cat is healthy enough to be spayed or neutered, as certified by a veterinarian licensed to practice veterinary medicine in this state. The cat shall be spayed or neutered within 14 business days of that certification. The adopter or purchaser shall obtain written proof of spaying or neutering from the veterinarian performing the operation. If the adopter or purchaser presents proof of spaying or neutering to the entity from which the cat was obtained within 30 business days of obtaining the proof, the adopter or purchaser shall receive a full refund of the deposit.

(c) 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 to carry out this section.

(d) Any funds from unclaimed deposits made pursuant to this section, as it read on January 1, 1999, and any funds from deposits unclaimed after January 1, 2000, may be expended only for programs to spay or neuter cats and dogs, including agreements with a society for the prevention of cruelty to animals or a humane society or licensed veterinarian, to operate a program to spay or neuter cats and dogs.

(e) This section only applies to a county that has a population exceeding 100,000 persons as of January 1, 2000, and to cities within that county.

(f) This section shall remain in effect only until January 1, 2006, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2006, deletes or extends that date.

SEC. 6.3. Section 31751.3 is added to the Food and Agricultural Code, to read:

31751.3. (a) No public pound, society for the prevention of cruelty to animals shelter, or humane shelter shall sell or give away any cat that has not been spayed or neutered, unless a deposit for spaying or neutering the cat has been tendered to the pound or shelter. The deposit shall be in the amount determined by the pound or shelter to be comparable to the lowest fee charged by veterinarians in the locale, but shall not exceed thirty dollars (\$30). A veterinarian shall perform the operation. If a female cat and her kittens are sold or given away to one individual, only a single deposit shall be required.

The pound or shelter may make appropriate arrangements for the spaying or neutering of the cat, or may return the deposit to the person purchasing or receiving the cat upon presentation of a written statement or receipt from the veterinarian or clinic that the cat has been spayed or neutered. The deposit may also include the amount necessary to recover any additional costs under this section.

(b) All cats over six months of age at the time they are sold or given away by the pound or shelter shall be spayed or neutered within 60 days, or the deposit shall be deemed unclaimed. All cats six months of age or younger at the time they are sold or given away by the pound or shelter shall be spayed or neutered within six months, or the deposit shall be deemed unclaimed.

(c) Any deposits not claimed under subdivision (a) shall be used only for the following purposes:

(1) A public education program to prevent overpopulation of cats and dogs.

(2) A program to spay or neuter cats and dogs.

(3) A followup program to assure that animals sold or given away by the pound or shelter are spayed or neutered.

(4) Any additional costs incurred under this section.

(d) Public pounds, society for the prevention of cruelty to animals shelters, and humane shelters may enter into cooperative agreements with each other and with veterinarians in carrying out this section.

(e) This section shall become operative on January 1, 2006.

SEC. 6.5. Section 31751 is added to the Food and Agricultural Code, to read:

31751. (a) For the purposes of this division, each member of a litter of kittens, weaned or unweaned, shall be treated as an individual animal.

(b) This section shall remain in effect only until January 1, 2006, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2006, deletes or extends that date.

SEC. 7. Section 31751.7 is added to the Food and Agricultural Code, to read:

31751.7. (a) The owner of a nonspayed or unneutered cat that is impounded once by a city or county animal control agency or shelter, society for the prevention of cruelty to animals, or humane society, shall be fined thirty-five dollars (\$35) on the first occurrence, fifty dollars (\$50) on the second occurrence, and one hundred dollars (\$100) for the third or subsequent occurrence. These fines are for unneutered impounded animals only, and are not in lieu of any fines or impound fees imposed by any individual city, county, public animal control agency or shelter, society for the prevention of cruelty to animals shelter, or humane society shelter.

(b) An animal control officer, humane officer, police officer, peace officer, or any agency authorized to enforce the Penal Code may write citations with a civil penalty stated in an amount corresponding to the violation as provided in subdivision (a). The fines shall be paid to the local municipality or public animal control agency or shelter, society for the prevention of cruelty to animals shelter, or humane society shelter. Any funds collected under this section shall be expended for the purpose of humane

education, programs for low cost spaying and neutering of cats, and any additional costs incurred by the animal shelter in the administration of the requirements of this division.

(c) Local ordinances concerning the adoption or placement procedures of any public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group shall be at least as restrictive as this division.

(d) This section applies to each county and cities within each county, regardless of population.

(e) No city or county, society for the prevention of cruelty to animals, or humane society is subject to any civil action by the owner of a cat that is spayed or neutered in accordance with this section.

(f) This section shall remain in effect only until January 1, 2006, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2006, deletes or extends that date.

SEC. 8. Chapter 2 (commencing with Section 31760) is added to Division 14.5 of the Food and Agricultural Code, to read:

CHAPTER 2. SPECIAL PROVISIONS APPLICABLE TO COUNTIES WITH A POPULATION OF LESS THAN 100,000 PERSONS

31760. (a) This chapter only applies to a county that has a population of less than 100,000 persons as of January 1, 2000, and to cities within that county. A county whose population exceeds 100,000 persons in a year subsequent to January 1, 2000, shall be subject to Chapter 1 (commencing with Section 31751) commencing on January 1 of the

year immediately following the year in which the population of that county exceeds 100,000 persons.

(b) Except as otherwise provided in this chapter, no public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group shall sell or give away any cat that has not been spayed or neutered.

(c) A public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group may not transfer to a new owner a cat that has not been spayed or neutered, except as provided in subdivision (d).

(d) A public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group may transfer to a new owner a cat that has not been spayed or neutered only if the public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group does both of the following:

(1) Requires a written agreement, executed by the recipient, acknowledging the cat is not spayed or neutered and the recipient agrees in writing to be responsible for ensuring the cat will be spayed or neutered within 30 business days after the agreement is signed.

(2) Receives from the recipient a sterilization deposit of not less than forty dollars (\$40) and not more than seventy-five dollars (\$75), the terms of which are part of the written agreement executed by the recipient under this section.

(e) 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 to carry out this section.

31761. (a) A spaying or neutering deposit may be either of the following:

(1) A portion of the adoption fee or other fees rendered in acquiring the cat, which will enable the adopter to take the cat for spaying or neutering to a veterinarian with whom the public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group has an agreement that provides that the veterinarian will bill the shelter directly for the sterilization.

(2) A deposit that is both of the following:

(A) Refundable to the recipient if proof of spaying or neutering of the cat is presented to the public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group not more than 30 business days after the date the cat is spayed or neutered.

(B) Forfeited to the public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group if proof of spaying or neutering is not presented to the animal shelter within 30 business days.

(b) Deposits shall be in the amount determined by the shelter, but shall not be less than forty dollars (\$40) and shall not exceed seventy-five dollars (\$75).

(c) All spaying or neutering deposits forfeited or unclaimed under this section shall be retained by the public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group and shall be used by the public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group only for the following purposes:

(1) A program to spay or neuter dogs and cats.

(2) A public education program to reduce and prevent overpopulation of dogs and cats, and the related costs to local government.

(3) A followup program to ensure that dogs and cats transferred by the public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group are spayed or neutered in accordance with the agreement executed under subdivision (d) of Section 31760.

(4) Any additional costs incurred by the public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group in the administration of the requirements of this chapter.

31762. (a) (1) If a recipient fails to comply with the spaying or neutering agreement within 30 business days after the agreement is signed, the recipient shall forfeit the sterilization deposit and is subject to a fine pursuant to Section 31763.

(2) An animal control officer, humane officer, police officer, peace officer, or any agency authorized to enforce the Penal Code may write citations with a civil penalty stated in an amount corresponding to the violation as provided in Section 31763. The fines shall be paid to the local municipality or public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group. Any funds collected under this section shall be expended for the purpose of humane education, programs for low cost spaying and neutering of cats and any additional costs incurred by the public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group in the administration of the requirements of this chapter. This subdivision is applicable within any county.

(3) If the owner, at any time subsequent to 30 business days after the spaying or neutering agreement was signed, provides proof of spaying or neutering, the deposit shall be forfeited, but any fine levied but not yet paid, shall be waived.

(b) A public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group may extend the date by which spaying or neutering is to be completed at its discretion for good cause shown. Any extension shall be in writing.

(c) If a veterinarian licensed to practice veterinary medicine in this state certifies that a cat is too sick or injured to be spayed or neutered, or that it would otherwise be detrimental to the health of the cat to be spayed or neutered, the adopter or purchaser

shall pay the public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group a deposit of not less than forty dollars (\$40), and not more than seventy-five dollars (\$75). The entity shall establish the amount of the deposit at the level it determines is necessary to encourage the spaying or neutering of cats. The deposit shall be temporary, and shall be retained only until the cat is healthy enough to be spayed or neutered as certified by a veterinarian licensed to practice veterinary medicine in this state. The cat shall be spayed or neutered within 14 business days of that certification. The adopter or purchaser shall obtain written proof of spaying or neutering from the veterinarian performing the operation. If the adopter or purchaser presents proof of spaying or neutering to the entity from which the cat was obtained within 30 business days, the adopter or purchaser shall receive a full refund of the deposit.

(d) If an adopted cat dies within the spaying or neutering period provided for in the written agreement pursuant to Section 31760, subdivision (c) shall not apply to the cat. In that case, the recipient may receive a reimbursement of the sterilization deposit by submitting to the public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group within the sterilization period a signed letter from a veterinarian licensed to practice medicine in this state stating that the animal has died. The letter shall include a description of the cat.

31763. (a) (1) A person who commits any violation of subdivision (b) is subject to a civil penalty of not less than fifty dollars (\$50) on a first violation of subdivision (b), and a civil penalty of not less than one hundred dollars (\$100) on any second or subsequent violation of subdivision (b).

(2) An action for a penalty proposed under this section may be commenced by the administrator of the public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group from which the recipient obtained the animal that is the subject of the violation in a court of competent jurisdiction.

(b) A person is subject to the civil penalties pursuant to subdivision (a) if that person does any of the following:

(1) Falsifies any proof of spaying or neutering submitted for the purpose of compliance with this chapter.

(2) Provides to a public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group or a licensed veterinarian inaccurate information regarding ownership of any cat required to be submitted for spaying or neutering under this chapter.

(3) Submits to a public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group false information regarding sterilization fees or fee schedules.

(4) Issues a check for insufficient funds for any spaying or neutering deposit required under this chapter.

(c) All penalties collected under this section shall be retained by the public animal control agency or shelter, society for the prevention of cruelty to animals shelter, humane society shelter, or rescue group imposing the penalties, to be used solely for purposes provided for under subdivision (c) of Section 31761.

31764. Local ordinances concerning the adoption or placement procedures of any animal shelter shall be at least as restrictive as this chapter.

31765. Whenever a county, or a city that is within a county to which this chapter applies, requires cat license tags, the tag shall be issued for one-half or less of the fee required for a cat, if a certificate is presented from a licensed veterinarian that the cat has been spayed or neutered.

31766. This chapter shall remain in effect only until January 1, 2006, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2006, deletes or extends that date.

SEC. 9. This act shall become operative on January 1, 2000.

SEC. 10. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

Notwithstanding Section 17580 of the Government Code, unless otherwise specified, the provisions of this act shall become operative on the same date that the act takes effect pursuant to the California Constitution.

**BILL NUMBER: AB 2754 CHAPTERED
BILL TEXT**

**CHAPTER 567
FILED WITH SECRETARY OF STATE SEPTEMBER 21, 2000
APPROVED BY GOVERNOR SEPTEMBER 18, 2000
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PASSED THE ASSEMBLY AUGUST 31, 2000
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AMENDED IN ASSEMBLY MAY 26, 2000
AMENDED IN ASSEMBLY MAY 16, 2000
AMENDED IN ASSEMBLY APRIL 25, 2000
AMENDED IN ASSEMBLY APRIL 6, 2000**

INTRODUCED BY Assembly Member House
(Principal coauthor: Assembly Member Strom-Martin)

FEBRUARY 25, 2000

An act to amend Sections 31108, 31752, 31753, and 31754 of, and to add Sections 31108.5 and 31752.2 to, the Food and Agricultural Code, relating to stray animals.

LEGISLATIVE COUNSEL'S DIGEST

AB 2754, House. Stray animals.

(1) Existing law provides that the required holding period for a stray dog or cat impounded by a pound or shelter shall be 6 business days, except that under specified circumstances the holding period shall be 4 business days. Existing law provides that stray animals shall be held for owner redemption during the first 3 days of the holding period, not including the day of impoundment, and shall be available for owner redemption or adoption for the remainder of the holding period. Existing law provides that any stray animal that is impounded shall, prior to the killing of that animal for any reason other than irremediable suffering, be released to a nonprofit animal rescue or adoption organization if requested by the organization prior to the scheduled killing of that animal. Existing law provides that in addition to any required spay or neuter deposit, the pound or shelter, at its discretion, may assess a fee, not to exceed the

standard adoption fee, for animals released. A violation of these provisions is an infraction, punishable as specified.

This bill would revise the above provisions to instead provide that, except as specified, the holding period would be 6 business days, not counting the day of impoundment, that any stray dog or cat that is impounded shall, prior to the euthanasia of the dog or cat, be released to a nonprofit animal rescue or adoption organization if requested by the organization prior to the scheduled euthanasia of that animal, and that 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. The bill would require a person, upon relinquishing a dog or cat to a pound or shelter, to sign a statement that he or she is the lawful owner. Providing false information would make the person liable to the true owner in the amount of a fine of \$1,000. The bill would make conforming changes to a related provision involving other specified animals. By revising existing and creating new crimes, this bill would impose a state-mandated local program upon local governments.

(2) Existing law provides that any animal relinquished by the purported owner that is of a species impounded by pounds or shelters shall be held for 2 full business days, not including the date of impoundment. Existing law provides that the animal shall be available for owner redemption for the first day, not including the date of impoundment; shall be available for owner redemption or adoption for the 2nd day; and after the 2nd required day, the animal may be held longer, killed, or relinquished to a nonprofit animal adoption organization, as defined in the Internal Revenue Code. Existing law provides that these provisions shall become inoperative on July 1, 2001, and shall be repealed as of January 1, 2002. A violation of any of these provisions is an infraction, punishable as specified.

This bill would extend the operation of these provisions until July 1, 2002, and, thereafter, would instead provide that, except as specified, the holding period would be 6 business days, not counting the day of impoundment, and that any animal relinquished by the purported owner that is of a species impounded by public or private shelters shall be available for owner redemption or adoption during the entire holding period, and after the holding period, the animal may be adopted by a new owner, held longer, euthanized, or released to a nonprofit animal adoption organization. The bill would authorize these shelters to enter into cooperative agreements with any animal rescue or adoption organization. By revising existing crimes, this bill would impose a state-mandated local program upon local governments.

(3) This bill would incorporate additional changes in Section 31754 proposed by AB 1786, to be operative if AB 1786 and this bill

are both enacted and become effective on or before January 1, 2001, and this bill is enacted last.

(4) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 31108 of the Food and Agricultural Code is amended to read:

31108. (a) The required holding period for a stray dog impounded pursuant to this division shall be six business days, not including the day of impoundment, except as follows:

(1) If the public or private shelter has made the dog available for owner redemption on one weekday evening until at least 7:00 p.m. or one weekend day, the holding period shall be four business days, not including the day of impoundment.

(2) If the public or private shelter has fewer than three full-time employees or is not open during all regular weekday business hours, and if it has established a procedure to enable owners to reclaim their dogs by appointment at a mutually agreeable time when the public or private shelter would otherwise be closed, the holding period shall be four business days, not including the day of impoundment.

Except as provided in Section 17006, stray dogs shall be held for owner redemption during the first three days of the holding period, not including the day of impoundment, and shall be available for owner redemption or adoption for the remainder of the holding period.

(b) Except as provided in Section 17006, any stray dog 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 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.

(c) During the holding period required by this section and prior to the adoption or euthanasia of a dog impounded pursuant to this

division, a public or private shelter shall scan the dog for a microchip that identifies the owner of that dog and shall make reasonable efforts to contact the owner and notify him or her that his or her dog is impounded and is available for redemption.

SEC. 2. Section 31108.5 is added to the Food and Agricultural Code, to read:

31108.5. (a) (1) Upon relinquishment of a dog to a public or private shelter, the owner of that dog shall present sufficient identification to establish his or her ownership of the dog and shall sign a statement that he or she is the lawful owner of the dog.

(2) Any person who provides false information pursuant to this subdivision about his or her ownership of the dog shall be liable to the true owner of the dog in the amount of one thousand dollars (\$1,000).

(b) Upon relinquishment, the dog may be made available for immediate euthanasia if it has a history of vicious or dangerous behavior documented by the agency charged with enforcing state and local animal laws.

SEC. 3. Section 31752 of the Food and Agricultural Code is amended to read:

31752. (a) The required holding period for a stray cat impounded pursuant to this division shall be six business days, not including the day of impoundment, except as follows:

(1) If the public or private shelter has made the cat available for owner redemption on one weekday evening until at least 7:00 p.m. or one weekend day, the holding period shall be four business days, not including the day of impoundment.

(2) If the public or private shelter has fewer than three full-time employees or is not open during all regular weekday business hours, and if it has established a procedure to enable owners to reclaim their cats by appointment at a mutually agreeable time when the public or private shelter would otherwise be closed, the holding period shall be four business days, not including the day of impoundment.

Except as provided in Sections 17006 and 31752.5, stray cats shall be held for owner redemption during the first three days of the holding period, not including the day of impoundment, and shall be available for owner redemption or adoption for the remainder of the holding period.

(b) Except as provided in Section 17006, any stray 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. 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. The public or private shelter may enter into cooperative agreements with any animal rescue or adoption organization.

(c) During the holding period required by this section and prior to the adoption or euthanasia of a cat impounded pursuant to this division, a public or private shelter shall scan the cat for a microchip that identifies the owner of that cat and shall make reasonable efforts to contact the owner and notify him or her that his or her cat is impounded and is available for redemption.

SEC. 4. Section 31752.2 is added to the Food and Agricultural Code, to read:

31752.2. (a) Upon relinquishment of a cat to a public or private shelter, the owner of that cat shall present sufficient identification to establish his or her ownership of the cat and shall sign a statement that he or she is the lawful owner of the cat.

(b) Any person who provides false information pursuant to this subdivision about his or her ownership of the cat shall be liable to the true owner of the cat in the amount of one thousand dollars (\$1,000).

SEC. 5. Section 31753 of the Food and Agricultural Code is amended to read:

31753. Any rabbit, guinea pig, hamster, potbellied pig, bird, lizard, snake, turtle, or tortoise that is legally allowed as personal property and that is impounded in a public or private shelter shall be held for the same period of time, under the same requirements of care, and with the same opportunities for redemption and adoption by new owners or nonprofit, as defined in Section 501(c)(3) of the Internal Revenue Code, animal rescue or adoption organizations as provided for cats and dogs. Section 17006 shall also apply to these animals. 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 by new owners or released to nonprofit animal rescue or adoption organizations pursuant to this section.

SEC. 6. Section 31754 of the Food and Agricultural Code, as added by Section 16 of Chapter 752 of the Statutes of 1998, is amended to read:

31754. (a) Except as provided in Section 17006, any animal relinquished by the purported owner that is of a species impounded by public or private shelters shall be available for adoption or owner redemption for two full business days, not including the day of impoundment. After the holding period, the animal may be adopted by a new owner, held longer, euthanized, or released to a nonprofit, as defined in Section 501(c)(3) of the Internal Revenue Code, animal adoption organization under the same conditions and circumstances provided for stray dogs and cats in Sections 31108 and 31752.

(b) This section shall become operative on July 1, 1999. This

section shall become inoperative on July 1, 2002, and, as of January 1, 2003, is repealed, unless a later enacted statute that is enacted before January 1, 2003, deletes or extends the dates on which it becomes inoperative and is repealed.

SEC. 6.5. Section 31754 of the Food and Agricultural Code is amended to read:

31754. (a) Except as provided in Section 17006, any animal relinquished by the purported owner that is of a species impounded by public or private shelters shall be available for adoption or owner redemption for two full business days, not including the day of impoundment. After the holding period, the animal may be adopted by a new owner, held longer, euthanized, or released to a nonprofit, as defined in Section 501(c)(3) of the Internal Revenue Code, animal adoption organization under the same conditions and circumstances provided for stray dogs and cats in Sections 31108 and 31752.

(b) Notwithstanding subdivision (a), kittens or puppies relinquished by the purported owner, or brought in by any other person with authority to relinquish them, to public or private shelters, may be available immediately for adoption.

(c) This section shall become operative on July 1, 1999. This section shall become inoperative on July 1, 2002, and, as of January 1, 2003, is repealed, unless a later enacted statute that is enacted before January 1, 2003, deletes or extends the dates on which it becomes inoperative and is repealed.

SEC. 7. Section 31754 of the Food and Agricultural Code, as added by Section 16.5 of Chapter 752 of the Statutes of 1998, is amended to read:

31754. (a) Except as provided in Section 17006, any animal relinquished by the purported owner that is of a species impounded by public or private shelters shall be held for the same holding periods, with the same requirements of care, applicable to stray dogs and cats in Sections 31108 and 31752, and shall be available for owner redemption or adoption for the entire holding period.

(b) This section shall become operative on July 1, 2002.

SEC. 7.5. Section 31754 of the Food and Agricultural Code is amended to read:

31754. (a) Except as provided in Section 17006, any animal relinquished by the purported owner that is of a species impounded by public or private shelters shall be held for the same holding periods, with the same requirements of care, applicable to stray dogs and cats in Sections 31108 and 31752, and shall be available for owner redemption or adoption for the entire holding period.

(b) Notwithstanding subdivision (a), kittens or puppies relinquished by the purported owner, or brought in by any other person with authority to relinquish them, to public or private shelters, may be available immediately for adoption.

(c) This section shall become operative on July 1, 2002.

SEC. 8. Section 6.5 of this bill incorporates amendments to Section 31754 of the Penal Code, as added by Section 16 of Chapter 752 of the Statutes of 1998, proposed by both this bill and AB 1786. It shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2001, (2) each bill amends Section 31754 of the Penal Code, and (3) this bill is enacted after AB 1786, in which case Section 6 of this bill shall not become operative.

SEC. 9. Section 7.5 of this bill incorporates amendments to Section 31754 of the Penal Code, as added by Section 16.5 of Chapter 752 of the Statutes of 1998, proposed by both this bill and AB 1786. It shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2001, (2) each bill amends Section 31754 of the Penal Code, and (3) this bill is enacted after AB 1786, in which case Section 7 of this bill shall not become operative.

SEC. 10. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.



FEMA

DAP9523.19

DISASTER ASSISTANCE POLICY

I. TITLE: **Eligible Costs Related to Pet Evacuations and Sheltering**

II. DATE: **OCT 24 2007**

III. PURPOSE:

The purpose of this policy is to identify the expenses related to State and local governments' emergency pet evacuation and sheltering activities that may be eligible for reimbursement following a major disaster or emergency declaration.

IV. SCOPE AND AUDIENCE:

This policy is applicable to all major disasters and emergencies declared on or after its date of issuance. It is intended to be used by FEMA personnel involved in making eligibility determinations under the Public Assistance Program.

V. AUTHORITY:

Sections 403 and 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), 42 U.S.C. 5170b, 42 U.S.C. 5192; the Pets Evacuation and Transportation Standards Act (PETS Act) of 2006, P.L. No. 109-308, § 4, 120 Stat. 1725 (2006); and 44 CFR §§ 206.223(a), 206.225(a).

VI. BACKGROUND:

On October 6, 2006, the PETS Act was signed into law, amending Section 403 of the Stafford Act. Section 403, as amended by the PETS Act, authorizes FEMA to provide rescue, care, shelter, and essential needs for individuals with household pets and service animals, and to the household pets and animals themselves following a major disaster or emergency.

VII. POLICY:

A. Definitions:

1. Household Pet. A domesticated animal, such as a dog, cat, bird, rabbit, rodent, or turtle that is traditionally kept in the home for pleasure rather than for commercial purposes, can travel in commercial carriers, and be housed in temporary facilities. Household pets do not



FEMA

DISASTER ASSISTANCE POLICY

DAP9523.19

include reptiles (except turtles), amphibians, fish, insects/arachnids, farm animals (including horses), and animals kept for racing purposes.

2. Service Animal¹. Any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.

3. Congregate Household Pet Shelters. Any private or public facility that provides refuge to rescued household pets and the household pets of shelterees in response to a declared major disaster or emergency.

B. Eligibility. State and local governments that receive evacuees from areas declared a major disaster or an emergency may seek reimbursement for eligible pet rescue, sheltering, and evacuation-support costs.

1. State and local governments outside the designated disaster area may seek reimbursement under mutual aid protocols through the affected and supported state(s). (44 CFR § 206.223(a)(2)).

2. State and local governments are the only eligible applicants for sheltering and rescuing household pets and service animals. Contractors or private nonprofit (PNP) organizations that shelter or rescue household pets and service animals cannot be reimbursed directly as an applicant. However, contractors and PNPs can be reimbursed for sheltering and rescuing household pets and service animals through a state or local government, provided a written statement from an eligible applicant is presented in which the applicant verifies that the contractor or PNP is performing or has performed sheltering or rescuing operations on the applicant's behalf and the expenses are documented.

C. Household Pet Rescue. State and local governments may conduct rescue operations for household pets directly or they may contract with other providers for such services. Eligible costs include, but are not limited to, the following:

1. Overtime for regular full-time employees.

¹ Department of Justice, Americans with Disabilities Act (ADA), 42 USC 1201 et seq, implementing regulations at 28 CFR § 36.104.



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DISASTER ASSISTANCE POLICY

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2. Regular-time and overtime for contract labor (including mutual aid agreements) specifically hired to provide additional support required as a result of the disaster.

3. The use of applicant-owned or leased equipment (such as buses or other vehicles) to provide eligible pet transportation to congregate pet shelters may be reimbursed according to 44 CFR § 206.228(1)(a) (does not include operator labor). The cost of leasing equipment for this purpose may also be eligible for reimbursement.

D. Congregate Household Pet Sheltering. State and local governments may conduct sheltering operations for pets directly, or may contract with other sheltering providers for such services. Eligible Category B congregate pet sheltering costs may include, but are not limited to, the *reasonable* costs for:

1. Facilities.

- Minor modifications to buildings used for congregate household pet sheltering, if necessary to provide increased capacity for the accommodation of shelterees' household pets.
- Facility lease or rent.
- Increase in utility costs, such as power, water, and telephone.
- Generator lease and operation (but not purchase).
- Shelter safety and security.
- Shelter management.
- Shelter and crate/cage cleaning.

2. Supplies and Commodities. Eligible items are those needed for, and used directly on, the declared disaster, and are reasonable in both cost and need. Examples include:

- Food, water, and bowls.
- Crates/Cages.
- Pet transport carriers.
- Animal cleaning tables and supplies.
- Medication for animal decontamination and parasite control to ensure that the animal is not a health threat to humans or other animals.

3. Eligible Labor. If the regular employees of an eligible applicant perform duties in direct support of congregate pet sheltering operations, any overtime pay related to such duties is eligible for reimbursement. However, the straight-time pay of these employees is not eligible. Regular-time and overtime for contract labor, including mutual aid agreements,



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DISASTER ASSISTANCE POLICY

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specifically hired to provide additional support required as a result of the disaster or emergency is also eligible for reimbursement.

4. Equipment. The use of applicant-owned or leased equipment (such as buses, trucks, or other vehicles) to provide eligible pet evacuation or sheltering support may be reimbursed according to 44 CFR §206.228(1)(a) (does not include operator labor). The cost of leasing equipment may also be an eligible expense for reimbursement.

5. Emergency Veterinary Services. For the purposes of screening the health of household pets and service animals, and assessing and treating minor illnesses and injuries, congregate pet shelters may be staffed with emergency veterinary teams. The following costs related to the provision of emergency veterinary services in a congregate pet sheltering environment are eligible for reimbursement:

- Veterinary diagnosis, triage, treatment, and stabilization.
- Provision of first aid, including materials (bandages, etc.).
- Medicine.
- Supervision of paid and volunteer veterinary staff.
- Vaccinations administered to protect the health and safety of congregate shelter and supporting emergency workers including but not limited to tetanus and hepatitis.
- Vaccinations administered to protect the health and safety of congregate shelter pets for transmissible or contagious diseases including but not limited to bordetella/kennel cough.

6. Transportation. Transportation of evacuees' household pets and service animals to congregate shelters from pre-established pickup locations is an eligible expense when the means of transportation used is the most cost-effective available.

7. Shelter Safety and Security. Additional reimbursable safety and security services may be provided at congregate pet shelters, based upon need.

8. Cleaning and Restoration. The costs (to the Applicant) to clean, maintain, and restore a facility to pre-congregate pet shelter condition are eligible.

9. Removal and Disposal of Animal Carcasses. The costs (to the Applicant) to remove and dispose of animal carcasses in a safe and timely manner and in compliance with applicable laws and regulations are eligible.



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DISASTER ASSISTANCE POLICY

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10. Cataloging/Tracking System for Pets. The reasonable costs (to the Applicant) for tracking animals at congregate pet shelters for the purposes of reuniting them with their owners are eligible.

E. **Service animals.** Service animals will be sheltered with their owners in congregate shelters.

F. **Length of Operation.** Costs of sheltering/caring for household pets will no longer be eligible for FEMA reimbursement when the pet owner transitions out of Section 403 emergency sheltering.

VIII. **ORIGINATING OFFICE:** Disaster Assistance Directorate (Public Assistance Division).

IX. **SUPERSESSION:** This policy supersedes all previous guidance on this subject.

X. **REVIEW DATE:** Three years from date of publication.

Carlos J. Castillo
Assistant Administrator
Disaster Assistance Directorate

RD:RLT
4/6/2004

EXECUTORY COPY FOR

Cupertino

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**Attachment K3
Animal Services Agreement between
Cupertino and San Jose**

**ANIMAL SERVICES AGREEMENT
BETWEEN
THE CITY OF SAN JOSE
AND
THE CITY OF CUPERTINO**

This Animal Services Agreement ("AGREEMENT") is entered into this 29th day of June 2004, by and between the CITY OF CUPERTINO, a municipal corporation (hereinafter "CUPERTINO"), and the CITY OF SAN JOSE, a municipal corporation (hereinafter "SAN JOSE"). CUPERTINO and SAN JOSE are hereinafter collectively referred to as the "PARTIES."

RECITALS

WHEREAS, CUPERTINO desires to provide certain animal control services to its residents and citizens; and

WHEREAS, SAN JOSE has the personnel and facilities necessary to provide the animal control services.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this AGREEMENT, the PARTIES hereby agree as follows:

SECTION 1. SCOPE OF SERVICES.

SAN JOSE shall perform those services specified in detail in Exhibit A, entitled "SCOPE OF SERVICES" ("Animal Services"), which is attached hereto and incorporated herein.

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4/6/2004

Attachment I ^{K3}
Animal Services Agreement between
Cupertino and San Jose

SECTION 2. TERM

The term of this AGREEMENT shall be from July 1, 2004 to June 30, 2024, inclusive. SAN JOSE shall begin providing Animal Services pursuant to this AGREEMENT on July 1, 2004.

SECTION 3. CAPITAL CONTRIBUTION

Within thirty-five days of the execution of this AGREEMENT, CUPERTINO shall pay a one-time capital contribution payment to SAN JOSE of Five Hundred Thousand Dollars (\$500,000). The capital contribution is to be used toward the SAN JOSE'S new animal shelter, a new animal control vehicle, and overhead costs related to the expansion of the shelter facility. In the event CUPERTINO or SAN JOSE terminates the AGREEMENT as specified under SECTION 12 of this AGREEMENT, SAN JOSE shall refund CUPERTINO's capital contribution based on the following schedule for effective date of termination and amount:

July 1, 2004 through June 30, 2005	\$500,000
July 1, 2005 through June 30, 2006	\$400,000
July 1, 2006 through June 30, 2007	\$300,000
July 1, 2007 through June 30, 2008	\$200,000
July 1, 2009 through June 30, 2010	\$100,000

If the effective date of the termination is after June 30, 2010, no refund shall be paid by SAN JOSE to CUPERTINO.

SECTION 4. MONTHLY PAYMENT PROVISIONS.

A. Payment Schedule

CUPERTINO shall make payments in equal monthly installments for services provided after execution of this AGREEMENT. All installment payments by CUPERTINO shall

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Animal Services Agreement between
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be due and payable on the first day of the month and shall be delinquent on the fifteenth (15) business day thereafter without demand or notice to CUPERTINO. SAN JOSE will provide CUPERTINO an invoice at least fifteen (15) calendar days prior to the payment due date.

B. Payment Amounts

For Animal Services provided by SAN JOSE to CUPERTINO under this AGREEMENT, CUPERTINO shall pay SAN JOSE compensation for the period of July 1, 2004 through June 30, 2005 in accordance with Section 4.A. at the following base rate, to be adjusted as described herein:

Field and Shelter Services	\$166,000
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The cost for Field and Shelter services will be based on the number of live domestic animals impounded by SAN JOSE. This cost incorporates all administrative costs, Medical Services, and Dead Animal Services. The PARTIES agree to estimate the number of animals to be impounded at the beginning of each fiscal year. The PARTIES also agree that any overages will be separately billed and any underages separately rebated at the end of each fiscal year. Any adjustments during the Fiscal Year 2004-2005 will be from the base rate of \$166,000.

The compensation for Animal Services under this AGREEMENT shall adjust each fiscal year. The PARTIES agree that the adjusted rate shall be based on the formula detailed in Exhibit B, which is attached hereto and incorporated herein.

In the event SAN JOSE provides services to CUPERTINO prior to execution of this AGREEMENT, CUPERTINO shall compensate SAN JOSE in accordance with the terms set forth in SECTION 4 of this AGREEMENT.

SECTION 5. INSPECTION OF FINANCIAL BOOKS AND RECORDS.

During the term of this AGREEMENT, SAN JOSE shall keep its financial books and records directly pertaining to the provision of Animal Services under the AGREEMENT open to inspection and audit by CUPERTINO or CUPERTINO's designated representative(s), upon request of CUPERTINO, and during normal business hours. Any audit of SAN JOSE's financial books and records conducted by CUPERTINO shall be at the expense of CUPERTINO.

SECTION 6. CONFIDENTIALITY.

SAN JOSE agrees that to the extent consistent with the California Public Records Act and applicable California law, it shall maintain in confidence and shall not disclose to any third party reports or other documents prepared in connection with the performance of Animal Services under the AGREEMENT.

SECTION 7. PROJECT MANAGER.

The PARTIES shall each designate a Project Manager through whom any necessary review of the Animal Services performed under the AGREEMENT will occur.

SECTION 8. INDEMNIFICATION.

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between SAN JOSE and CUPERTINO pursuant to Government Code section 895.6, SAN JOSE and CUPERTINO agree that all losses or liabilities incurred by a party shall not be shared pro rata as defined in Government Code section 895.6, but instead SAN JOSE and CUPERTINO agree that pursuant to Government Code section 895.4, each of the PARTIES hereto shall fully indemnify and hold the other party, their officers, board members, employees and agents, harmless from any claim, expense or

cost, damage or liability imposed for injury (as defined by Government Code section 810.8) occurring by reason of and only to the extent of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this AGREEMENT. No party, nor any officer, board member, employee or agent thereof shall be responsible to the extent any damage or liability occurs by reason of the negligent acts or omissions or willful misconduct of the other party hereto, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this AGREEMENT.

SECTION 9. INDEPENDENT CONTRACTOR RELATIONSHIP.

This AGREEMENT shall in no way be construed to constitute SAN JOSE as the partner, legal representative, or employee of CUPERTINO or CUPERTINO of SAN JOSE for any purpose whatsoever, or as the agent of CUPERTINO or SAN JOSE, and neither party shall act or attempt to act or represent itself directly or by implication as having such status or relationship. The PARTIES shall have the relationship of independent contractors, and except as specifically provided in this AGREEMENT, each party shall be solely responsible for all obligations and liabilities pertaining to the business, activities, and facilities of that party. As an independent contractor, the PARTIES shall obtain no rights to retirement benefits or other benefits, which accrue, to the PARTIES' respective employees, and the PARTIES hereby expressly waive any claim either of them may have to any such rights.

SECTION 10. ASSIGNABILITY.

SAN JOSE and CUPERTINO acknowledge and agree that the expertise and experience of SAN JOSE are material considerations inducing CUPERTINO to enter into this AGREEMENT. CUPERTINO acknowledges and accepts that a portion of the services provided under this AGREEMENT shall be provided by a handler of dead deer and livestock, wildlife services, and/or independent veterinary doctors. Neither PARTY shall assign or transfer any interest in this AGREEMENT, or the performance of any obligations hereunder, other than those services provided by the handler of dead deer and livestock, wildlife services, and/or independent veterinary doctors, without the prior written consent of the other, and any attempt by either of the PARTIES to assign this AGREEMENT or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 11. NONDISCRIMINATION.

Neither PARTY shall discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this AGREEMENT

SECTION 12. TERMINATION OF AGREEMENT.

A. Termination

This AGREEMENT may be terminated earlier at any time:

1. Upon the written consent of both SAN JOSE and CUPERTINO;
2. By either SAN JOSE or CUPERTINO immediately upon notice to the other, if the other breaches any material obligation under this AGREEMENT and

such breach remains unremedied for at least thirty (30) days following written notice thereof to the breaching party; or

3. Upon at least one hundred eighty (180) days prior written notice by CUPERTINO to SAN JOSE or SAN JOSE to CUPERTINO of that party's desire to terminate this AGREEMENT. If CUPERTINO does not appropriate the full amounts due to SAN JOSE under this AGREEMENT for any fiscal year on or before June 30 of the year directly preceding the fiscal year for which Animal Services are provided by SAN JOSE, then that action shall, as of the same June 30, constitute the start of the 180-day notice of termination of this AGREEMENT by CUPERTINO pursuant to this SECTION.

B. Effects of Termination

Upon the effective date of any termination of this AGREEMENT, SAN JOSE's obligation to provide Animal Services to CUPERTINO under this AGREEMENT shall cease, and CUPERTINO's obligation to make payments hereunder for periods of time after the effective date of termination shall cease, provided that the PARTIES shall have any and all remedies available under law for any breach of this AGREEMENT. The PARTIES may also elect to negotiate a new agreement for the provision of Animal Services at any time after the effective date of termination.

C. Termination Costs

In the event CUPERTINO elects to terminate this AGREEMENT, SAN JOSE shall be reimbursed for stray animals that were sheltered for CUPERTINO but not paid for prior to termination for a period of twelve (12) months from the date of termination. The reimbursement will be at the rate per animal agreed upon by the PARTIES for that fiscal year. SAN JOSE shall notify CUPERTINO of the number of animals it shelters during the twelve (12) month period through and in a monthly

report provided by SAN JOSE in the same format and manner as the monthly impound report. CUPERTINO shall pay SAN JOSE for shelter services in accordance with SECTION 4.A.

SECTION 13. COMPLIANCE WITH LAWS.

Each PARTY shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 14. GIFTS.

- A. CUPERTINO is familiar with SAN JOSE's prohibition against the acceptance of any gifts by a SAN JOSE officer or designated employee, which prohibition is found in Chapter 12.08 of the San Jose Municipal Code.
- B. CUPERTINO agrees not to offer any SAN JOSE officer or designated employee gifts prohibited by said Chapter.
- C. The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of the AGREEMENT by CUPERTINO. In addition to any other remedies SAN JOSE may have in law or equity, SAN JOSE may terminate this AGREEMENT for such breach as provided in Section 12.A.2 of this AGREEMENT.

SECTION 15. RETROACTIVE SERVICES PROVIDED.

It is understood and agreed that SAN JOSE may have provided services pursuant to the provisions of this AGREEMENT, but prior to the execution of this AGREEMENT by the PARTIES, in anticipation of this execution. CUPERTINO shall compensate SAN JOSE for those services in accordance with the terms of this AGREEMENT. However,

RD:RLT
4/6/2004

Attachment Animal Services Agreement between Cupertino and San Jose
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in no instance shall SAN JOSE be compensated under this AGREEMENT for work performed for CUPERTINO prior to July 1, 2004.

SECTION 16. INSURANCE.

SAN JOSE shall, at its own expense, maintain a program of self-insurance and/or insurance as specified in EXHIBIT C "INSURANCE," which is attached hereto and incorporated herein.

SECTION 17. NOTICES AND INVOICES.

All notices and invoices required or permitted hereunder shall be deemed to have been received when delivered in person or if mailed, on the third (3rd) business day after the date on which mailed, postage prepaid, and addressed to each party as follows:

To SAN JOSE:	Director San Jose Animal Care and Services 1821 Zanker Road San Jose, CA 95112
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To CUPERTINO:	Director Administrative Services Department City of Cupertino 10300 Torre Avenue Cupertino, CA 95014
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The PARTIES agree to notify each other in writing of any change in the address no later than thirty (30) days prior to the change in location for receipt of notice.

SECTION 18. VENUE.

In the event that suit shall be brought by either party to this AGREEMENT, the PARTIES agree that venue shall be exclusively vested in the state courts of the State of California, County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

SECTION 19. GENERAL PROVISIONS.

A. Entire Agreement

This AGREEMENT, including Exhibits A, B, and C constitute the entire agreement between the PARTIES hereto relating to the subject matter hereof and supersedes all prior and contemporaneous oral and written commitments, understandings and agreements. No changes or modifications to this AGREEMENT shall be valid or binding unless contained in a written amendment duly executed by the PARTIES.

B. Waivers

No delay or failure of either party to exercise or enforce at any time any right or provision of this AGREEMENT shall be considered a waiver of such right or provision or of such party's right thereafter to exercise or enforce each and every right and provision of this AGREEMENT. In order to be valid, any waiver shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver. Neither the acceptance by CUPERTINO of the performance of any work or services performed by SAN JOSE nor the acceptance of compensation by SAN JOSE shall be deemed to be a waiver of any term or condition of this AGREEMENT.

C. Interpretations

In construing or interpreting this AGREEMENT, the word "including" shall not be limiting. The PARTIES agree that this AGREEMENT shall be fairly interpreted in

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accordance with its terms without any strict construction in favor of or against either party.

D. Invalid Provisions

If any provision of this AGREEMENT shall be held illegal, invalid, or unenforceable, in full or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the other provisions of this AGREEMENT shall not be affected thereby.

E. Further Documents

The PARTIES agree, upon request, to sign and deliver such other documents as may be reasonably required to carry out the intent and provision of this AGREEMENT.

F. California Law

This AGREEMENT shall be governed by and construed and enforced in accordance with the laws of the State of California.

G. Counterpart Execution

This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same document.

RD:RLT
4/6/2004

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IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of

29th day of June, 2004.

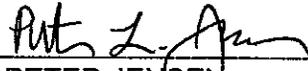
"SAN JOSE"

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation



ROSA L. TSONGTAATARII
Associate Deputy City Attorney

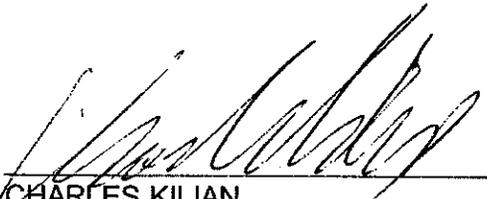
By 

PETER JENSEN
Assistant to the City Manager

"CUPERTINO"

APPROVED AS TO FORM:

CITY OF CUPERTINO, a municipal corporation

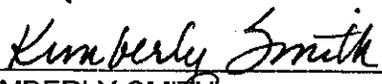


CHARLES KILIAN
City Attorney

By 

DAVID W. KNAPP
City Manager

ATTEST:



KIMBERLY SMITH
City Clerk

EXHIBIT A
SCOPE OF SERVICES

SECTION 1. **SERVICES PROVIDED.**

For the consideration set forth herein, SAN JOSE shall provide to CUPERTINO Field, Licensing and Sheltering Services. These categories of service are collectively referred to as "Animal Services." Calls for animal related services which are not provided by SAN JOSE shall be referred by SAN JOSE to the appropriate enforcement agency of CUPERTINO in writing or by electronic mail.

SECTION 2. **DEFINITIONS.**

- A. "Critically sick or injured animals" means those animals that have life-threatening conditions.
- B. "Dangerous Animals" means any wild, exotic, or venomous animal, or other animal which because of its size, disposition or other characteristics, would constitute a danger to persons or property as defined in Cupertino Municipal Code.
- C. "Emergency Calls" means complaints of animal bites or attacks on humans or domestic animals that are in progress, a high risk animal bite to human or domestic animal, or, where a bite has occurred and the animal remains a threat to humans or domestic animals.
- D. "Holidays" are New Years Day, Martin Luther King Day, President's Day, Caesar Chavez Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve Day, Christmas Day and New Years Eve Day.
- E. "Dangerous Dog" or "Potentially Dangerous Dog" means a dog that has attacked, without provocation, humans or other domestic animals or has

threatened the safety of humans or domestic animals as defined in Cupertino Municipal Code.

- F. "Wildlife" means any animal that is native to this region and recognized as an indigenous species such as opossums, raccoons, skunks or squirrels.

SECTION 3. FIELD SERVICES.

A. FIELD SERVICES

SAN JOSE shall provide vehicles, communications equipment, hardware and software requirements, office supplies, field and administrative personnel, and any other personnel, supplies and equipment, reasonably required to perform the following services (the "Field Services") upon a request or complaint from CUPERTINO or from a person within the boundaries of CUPERTINO:

- (1) Pick up of confined stray dogs, cats and other small animals, including but not limited to, rabbits, chickens, turkey, geese, birds and ducks, and excluding Wildlife;
- (2) Pick up injured or sick stray dogs, cats, birds, and other small animals that are located on public property or readily accessible on private property with the consent of the property owner or the property owner's authorized agent;
- (3) Pickup of injured or sick Wildlife, and livestock;
- (4) Pick up dead animals in accordance with SECTION 5 of this Exhibit A;
- (5) Investigate complaints of animal bites or attacks on humans, including the preparation of a report, interviewing the parties involved, quarantining animals which have bitten humans, preparing and transporting biting animals for rabies testing, and investigating alleged violations of a quarantine order;

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- a) The investigation contemplated under this SECTION 3.A.5 may be conducted by telephone when the owner and victim are the same person. In all other cases, SAN JOSE will meet and conduct a personal interview(s) with the owner in order to complete the investigation and quarantine the animal as necessary;
- (6) Investigate and refer complaints of Dangerous Dog, Potentially Dangerous Dog, and/or Dangerous Animals to the appropriate enforcement agency of CUPERTINO for resolution. Investigations shall include preparation of a report, interviewing the parties involved, and collecting available historical data;
- (7) Respond to complaints of dogs running at large, attempt to capture them and provide follow-up patrol if appropriate;
- (8) Respond to police assist calls on animal-related issues which may include taking control of an animal at the direction of a police officer on the scene;
- (9) Investigate complaints of activities criminal in nature, such as animal cruelty, neglect and fighting including preparation of a report, interviewing the parties involved, and collecting available historical data for referral to the Santa Clara County District Attorney's Office. SAN JOSE shall provide CUPERTINO a copy of the investigative packet and in each case obtain CUPERTINO's decision and authorization to refer the case to the Santa Clara County District Attorney's Office. If needed or appropriate, SAN JOSE personnel shall appear for court proceedings at no additional cost to CUPERTINO;
- (10) Investigate and refer complaints of animal abuse or neglect, under the CUPERTINO Municipal Code, to the appropriate enforcement agency of

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Animal Services Agreement between
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CUPERTINO for resolution. Investigations shall include preparation of a report, collecting available historical data, and may include interviewing the parties involved;

- (11) Investigate and refer complaints of excessive animals, under the Cupertino Municipal Code, to the appropriate enforcement agency of CUPERTINO for resolution;
- (12) Respond to complaints in progress of domestic animals causing a nuisance, except domestic animals making noise, and provide follow-up patrol if appropriate. SAN JOSE may issue citations for certain nuisances caused by domestic animals, as defined under and pursuant to authority conferred by Cupertino Municipal Code; and
- (13) Respond to complaints of venomous or other dangerous snakes and bats that are located on public property or readily accessible on private property with the consent of the property owner or the property owner's authorized agent.

The PARTIES agree that during the course of administering field services, police assistance may be necessary. Upon request from SAN JOSE, CUPERTINO shall provide the police assistance necessary to administer said Field Services.

B. RESPONSE TIME PERFORMANCE STANDARDS

SAN JOSE shall make all reasonable efforts to respond to complaints and requests received by CUPERTINO or from persons within the boundaries of CUPERTINO at a performance standard level that is no less than the following during normal business hours:

- (1) PRIORITY 1 – Response to Emergency Calls; police assist; bites to human and/or domestic animal from bats and skunks; at large Dangerous

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Cupertino and San Jose

or Potentially Dangerous Dog; at large quarantined animal; critically sick or injured animal; and animals in distress.

- a) Response shall be on a twenty-four (24) hours per day, seven (7) days per week basis and shall be within one hour or less from the time the call for service is received by SAN JOSE to the time SAN JOSE's personnel arrive on scene.

- (2) PRIORITY 2 – Response to complaints of bites; animals on school grounds; animals that pose a traffic hazard on the streets of CUPERTINO; animals in traps; animals suffering from cruelty or neglect; and confined strays.

- a) Response shall be during normal business hours and shall be within two business hours from the time the call for service is received by SAN JOSE to the time SAN JOSE personnel arrive on the scene Monday through Friday and within four business hours from the time the call for service is received by SAN JOSE to the time SAN JOSE personnel arrives on scene on Saturdays, Sundays and Holidays.

- (3) PRIORITY 3 – Response to any calls remaining from PRIORITY 1 and 2; dead animal pick up; and dogs running at large.

- a) Response shall be during normal business hours and shall be within four business hours from the time the call for service is received by SAN JOSE to the time SAN JOSE personnel arrive on the scene Monday through Friday and within eight business hours from the time the call for service is received by SAN JOSE to the time SAN JOSE personnel arrives on scene on Saturdays, Sundays and Holidays.

C. RESPONSE AFTER BUSINESS HOURS

SAN JOSE shall respond to PRIORITY 1 calls during and after normal business hours, twenty-four hours per day, seven days per week including Holidays. SAN JOSE shall make all reasonable efforts to respond to PRIORITY 2 calls received after normal business hours no later than 11:00 a.m. the following business day. SAN JOSE shall make all reasonable efforts to respond to PRIORITY 3 calls received after normal business hours no later than 3 p.m. the following business day.

D. EXCLUDED SERVICES

The following services are not included in the services provided by SAN JOSE under this AGREEMENT:

- (1) Removal and disposal of dead marine mammals;
- (2) Pick up and transportation of uninjured or healthy, living Wildlife;
- (3) Pick up animals for surrender at the owner's request except that SAN JOSE may provide these services in SAN JOSE's discretion and charge a fee to be paid by the owner separate and apart from this AGREEMENT;
- (4) Permitting or inspection of events with animals;
- (5) Investigation of complaints that only relate to domestic animals or Wildlife making noise.

SECTION 4. SHELTER SERVICES.

A. SHELTER SERVICES

SAN JOSE shall provide the shelter facilities, supplies, animal attendants, supervisors and administrative personnel, and any other personnel, supplies and equipment, reasonably required to perform the following services (the "Shelter Services"):

- (1) Shelter of abandoned, impounded, lost or stray domestic animals brought to the shelter by CUPERTINO, its residents, or SAN JOSE personnel;
- (2) Quarantine of biting animals;
- (3) Rabies testing of suspect animals;
- (4) Provide facilities for surrender and reclaim of abandoned, lost or stray domestic animals during established business hours;
- (5) Euthanization and disposal of abandoned, lost, impounded, or stray domestic animals that are unclaimed by their owners and fail to meet the written SAN JOSE temperament standards for adoption; and
- (6) Provision of animal license to dogs, or other animals to which licensing is applicable, at the animal shelter.

B. MEDICAL SERVICES

As part of the Shelter Services, SAN JOSE shall provide office facilities, supplies, and professional and trained personnel, employed or under contract, reasonably necessary to perform the following services (the "Medical Services"):

- (1) Providing veterinarian services twenty-four (24) hours per day to treat and provide veterinarian care to stray, injured, or sick dogs, cats, and other impounded animals;
- (2) Monitor impounded quarantined biting animals;
- (3) Provide vaccination services; and
- (4) Have available, free of charge to the public, rabies control information.

C. OPERATING SCHEDULES

SAN JOSE shall also provide Shelter Services for the animals in the facility twenty-four (24) hours a day, seven (7) days a week. SAN JOSE shall provide or under contract provide emergency veterinary services and shall make animals available to the public in accordance with state law.

SECTION 5. DEAD ANIMAL SERVICES.

SAN JOSE shall provide storage facilities, disposal mechanisms, field and administrative personnel, and any other personnel, supplies and equipment reasonably required to perform the following services (the "Dead Animal Services"):

- (1) Pick up of dead animals, including Wildlife, from the streets of CUPERTINO, or from private property within CUPERTINO with the consent of the property owner or the property owner's authorized agent;
- (2) Handle or refer dead deer and livestock to handler for dead deer and livestock;
- (3) Identification of and notification to the owner of the dead animal, whenever possible;
- (4) Scan each dead animal for microchip identification, if available; and
- (5) Disposal of the body of the dead animal; and
- (6) Provide the facilities for drop off of dead animals twenty-four (24) hours a day, seven (7) days a week.

SECTION 6. RECORDS REGARDING ANIMAL SERVICES.

A. MAINTENANCE OF RECORDS

SAN JOSE shall maintain accurate records regarding its performance of Animal Services for a period of three (3) years from the date such records are created. Such records shall include Shelter Services records regarding receipt, care, reclaim, and disposition of owner surrendered, abandoned, impounded, lost or stray domestic animals, including names and addresses of persons reclaiming animals, Dead Animal Services records regarding receipt and disposal of dead animals, and fees collected for the CUPERTINO.

B. INSPECTION OF RECORDS

SAN JOSE shall make available for inspection by CUPERTINO or CUPERTINO' designated representative(s) records regarding Animal Services under this AGREEMENT, upon request of CUPERTINO during SAN JOSE's normal business hours.

C. MONTHLY REPORT

SAN JOSE shall provide within 30 days of the end of each month, a monthly Animal Control and Impound Report summarizing Field Services, Shelter Services, Licensing Services, Medical Services and Dead Animal Services provided by SAN JOSE to CUPERTINO. This report shall include, but not be limited to, the following information:

- (1) Total number of calls for service, complaints relating to animal bites or attacks, complaints relating to vicious or dangerous dogs, and other activities;
- (2) Total number of licenses sold to CUPERTINO residents;
- (3) Number of incoming live animals, including Wildlife, brought to the shelter (surrender and field);
- (4) Number of dead animals picked up by SAN JOSE and brought to the shelter; and
- (5) Number and type of animals provided Medical Services along with a brief description of service; and
- (6) Response time performance standard report for Priority 1 through 3 calls.

D. YEARLY REPORT

SAN JOSE shall complete and submit to the County of Santa Clara Public Health Department the Annual Report of Local Rabies Control Activities for CUPERTINO. SAN JOSE shall also provide an annual report of activities and accomplishments detailed in SECTION 6.C of this Exhibit A to CUPERTINO.

SECTION SEVEN. PROGRAM REVENUE.

A. FEEES COLLECTED BY SAN JOSE

SAN JOSE shall collect fees, charges, and penalties (the "Program Fees") from the public in connection with a portion of the Animal Services provided under this AGREEMENT, including but not limited to items such as impound, quarantine, and boarding fees. These Program Fees shall be at the rates established by SAN JOSE. SAN JOSE shall provide the current rates to CUPERTINO before commencing services under this AGREEMENT and shall continue to inform CUPERTINO of any changes in the rates as such changes occur.

B. PAYMENT OF PROGRAM FEES TO CUPERTINO

All Program Fees collected by SAN JOSE in connection with the Animal Services provided to CUPERTINO, except fees collected for emergency veterinary services which are paid to contract veterinary providers by SAN JOSE, shall be paid or credited monthly by SAN JOSE to CUPERTINO by the fifteenth (15th) business day of the month immediately following the month in which the Program Fees were collected.

C. MONTHLY FEE STATEMENT

SAN JOSE shall provide to CUPERTINO with each monthly payment of Program Fees, a statement of Program Fees collected that shows the total amount of Program Fees collected and the total amounts collected in each fee category, such as impound, quarantine and board fees.

D. ANIMAL LICENSING FEES

SAN JOSE shall remit licensing fees paid for the licensing of dogs and cats residing in CUPERTINO to CUPERTINO on a monthly basis. The licensing fees shall be at the rates established by SAN JOSE. SAN JOSE shall provide the current rates to CUPERTINO

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Attachment Animal Services Agreement between Cupertino and San Jose
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before commencing services under this AGREEMENT and shall continue to inform CUPERTINO of any changes in the rates as such changes occur.

SECTION EIGHT. OTHER RESPONSIBILITIES.

A. ADMINISTRATIVE HEARINGS

SAN JOSE shall not be responsible for nor bear the costs of scheduling or conducting any required hearings regarding Dangerous or Potentially Dangerous Dogs, or any other matter subject to an administrative hearing. If needed or appropriate, SAN JOSE personnel shall appear as a witness at any such hearing at no additional cost to CUPERTINO.

EXHIBIT B
FORMULA FOR COMPENSATION

CUPERTINO shall compensate SAN JOSE for Animal Services utilizing the Fiscal Year 2004-2005 base rate of \$166,000 (hereinafter "Base Rate"). The Base Rate shall apply to the first year of this Agreement (i.e. through June 30, 2005). Compensation for Animal Services shall be adjusted once a year effective July 1 of the next fiscal year (i.e. 2005, 2006, 2007 etc.). The PARTIES agree that each increase for Animal Services shall be based on the percentage increase in total compensation provided to all SAN JOSE animal control officers or the February to February Consumer Price Index-Urban Wage Earners and Clerical Workers for San Francisco-Oakland-San Jose, CA (maintained by the Bureau of Labor Statistics) (hereinafter "CPIU") plus 1.5% as set forth in the Calculation Formula below, whichever is less.

Calculation Formula

ANNUAL COST OF LIVING INCREASE IN TOTAL COMPENSATION:

"Total Compensation" refers to the amount SAN JOSE provides for total compensation (salary and benefits) at top step for a 40-hour per week animal control officer. On July 1st of each fiscal year, the percentage change in Total Compensation will be derived from the new Total Compensation amount divided by the Total Compensation effective from July 1st of the prior fiscal year (e.g. Total Compensation Percentage Change (Fiscal Year 2005 -2006) = (Total Compensation (Fiscal Year 2005-2006) / Total Compensation (Fiscal Year 2004-2005) – 1).

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Attachment
Animal Services Agreement between
Cupertino and San Jose

The annual projected budget increase in contract costs shall be computed as follows:

Fiscal Year 2004-2005 Base Year = \$166,000

Fiscal Year 2005-2006 and thereafter = (Animal Services Compensation for Preceding Fiscal Year) x (Percentage Change in Total Compensation for the previous fiscal year) or (CPI-U for the previous fiscal year + 1.5%), whichever is less. In the event the percentage change in CPIU for any given fiscal year is negative, the percentage change in CPIU shall be deemed zero (0).

EXHIBIT C
INSURANCE

SAN JOSE represents and warrants that, at SAN JOSE'S sole cost and expense, it will maintain for the duration of this AGREEMENT self-insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by SAN JOSE, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage described in Insurance Services Office Form Number GL 0002 (Ed. 01/96) covering Commercial General Liability together with Insurance Services Office Form Number GL 0404 covering Broad Form Comprehensive General Liability; or that described in Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001 (Ed. 01/96); and
2. The coverage described in Insurance Services Office Form Number CA 0001 (Ed. 12/93) covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and Endorsement CA 0025. Coverage shall also include Code 8 "hired autos" and Code 9 "non-owned autos"; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors and Omissions, when applicable.

B. Minimum Limits of Insurance

SAN JOSE self-insurance maintained limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and

3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor and Employers Liability limits of \$1,000,000 per accident; and
4. Professional Liability Errors and Omissions \$1,000,000 Aggregate Limit.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

a. SAN JOSE self-insured coverage shall apply to CUPERTINO, its officers, employees, agents and contractors as respects: Liability arising out of activities performed by or on behalf of, SAN JOSE; products and completed operations of SAN JOSE; premises owned, leased or used by SAN JOSE; and automobiles owned, leased, hired or borrowed by SAN JOSE. Said self-insurance shall apply fully to any indemnity for CUPERTINO, its officers, employees, agents and contractors.

b. SAN JOSE's insurance coverage shall be primary insurance as respects CUPERTINO, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CUPERTINO, its officers, employees, agents or contractors shall be excess of SAN JOSE's self-insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies by SAN JOSE shall not affect coverage provided CUPERTINO, its officers, employees, agents, or contractors.

d. Coverage shall state that SAN JOSE's self-insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

D. Verification of Coverage

SAN JOSE shall furnish CUPERTINO with Affidavit of insurance affecting coverage required by this AGREEMENT at the time of contracting and upon expiration of each certificate.

E. Subcontractors

SAN JOSE shall obtain separate certificates and endorsements for each subcontractor and furnish CUPERTINO with a copy of the certificates and endorsements at the time of contracting or expiration of each certificate.

Attachment Animal Services Agreement between Cupertino and San Jose
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RESOLUTION NO. 72038

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN JOSE AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AGREEMENTS WITH THE CITIES OF CUPERTINO, LOS GATOS AND SARATOGA FOR ANIMAL SERVICES

WHEREAS, the Animal Care and Services Division of the Parks, Recreation and Neighborhood Services Department of the City of San José ("City") was created in July, 2001, assuming all animal field services, including code enforcement, stray animal removal, vicious dog permits, and animal licensing; and

WHEREAS, it is anticipated that construction of the City's new animal care facility will be completed in the summer of 2004, and upon its completion, the City will assume all remaining animal services currently provided by the Humane Society Silicon Valley, which services include sheltering of animals, immunization clinics and public education programs; and

WHEREAS, the cities of Cupertino, Los Gatos, and Saratoga have requested that the City provide complete animal services for their jurisdictions, including animal field services and animal sheltering; and

WHEREAS, the City desires to negotiate and execute agreements with the cities of Cupertino, Los Gatos, and Saratoga to provide such animal services for a period of 20 years, anticipated to commence in the summer of 2004, which agreements will include annual payments for operations as well as a one-time capital contribution;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SAN JOSE THAT:

Attachment
**Animal Services Agreement between
Cupertino and San Jose**

The City Manager is hereby authorized to negotiate and execute the following agreements to provide animal services for a twenty year term commencing July 1, 2004:

1. An agreement with the City of Cupertino in the amount of \$166,000 per annum in operating costs and a one-time capital contribution of \$500,000.
2. An agreement with the City of Los Gatos in the amount of \$164,000 per annum in operating costs and a one-time capital contribution of \$300,000.
3. An agreement with the City of Saratoga in the amount of \$155,000 per annum in operating costs and a one-time capital contribution of \$300,000.

ADOPTED this 6th day of April, 2004, by the following vote:

AYES: CAMPOS, CHAVEZ, CHIRCO, CORTESE, DANDO,
GREGORY, LeZOTTE, REED, WILLIAMS, YEAGER;
GONZALES

NOES: NONE

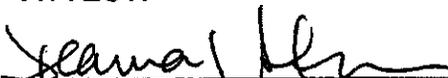
ABSENT: NONE

DISQUALIFIED: NONE



RON GONZALES
Mayor

ATTEST:



DEANNA J. SANTANA
Acting City Clerk

Attachment L
Bay Area Welfare Agencies

Contact Information, 2010-2011

Organization	Contact	Email
Alameda City Animal Control		
Alameda County (unincorporated)		
Berkeley Animal Control		
Berkeley-EB Humane Society		
Contra Costa Animal Control		
Fremont Animal Control		
Hayward Animal Control		
Humane Soc. Silicon Valley		
Marin Humane Society		
Napa Humane Society		
Oakland/EB SPCA		
Peninsula Humane Society		
Pets Unlimited		
San Francisco Animal Control		
San Francisco SPCA		
San Jose Animal Control		
Santa Clara County OES		
Santa Cruz Animal Control		
Solano County Animal Control		
Sonoma County Animal Control		
Sonoma Humane Society		