

Agreement between SFSPCA and ACC: "The Adoption Pact"

The San Francisco Society for the Prevention of Cruelty to Animals ("The SF/SPCA") and the San Francisco Department of Animal Care and Control ("SF/DACC") share a common purpose in saving animals' lives, preventing animal suffering, and eliminating animal abandonment. In an effort to achieve this common purpose, The SF/SPCA and SF/DACC hereby agree as follows:

1. Adoption Guarantee for "Adoptable" Cats and Dogs.

1.1 SF/DACC guarantees that it will not euthanize any "adoptable" cat or dog and that, if it is not able to place a "adoptable" cat or dog through its own adoption programs, it will offer the cat or dog to The SF/SPCA.

1.2 The SF/SPCA guarantees that it will take any "adoptable" cat or dog offered to it by SF/DACC and that it will hold the cat or dog until it arranges for the adoption of the cat or dog into a suitable home.

1.3 The above guarantees shall apply only to "adoptable" cats and dogs who resided in San Francisco prior to surrender or impoundment.

2. "Treatable" Cats and Dogs.

2.1 The SF/SPCA and SF/DACC shall work together towards ending the euthanasia of "treatable" cats and dogs.

2.2 If The SF/SPCA requests any available "treatable" cat or dog from SF/DACC, SF/DACC shall give the cat or dog to The SF/SPCA; provided, however, that SF/DACC shall have the right to treat the cat or dog and make it available for adoption through its own programs.

3. Definitions.

3.1 The SF/SPCA and SF/DACC are categorizing cats and dogs as "adoptable," "treatable," or "non-rehabilitatable" solely for the purposes of this Agreement.

3.2 SF/DACC shall have the right to define the terms "adoptable" "treatable," and "non-rehabilitatable," and The SF/SPCA agrees to abide by those definitions for the purposes of this Agreement. Without restricting that right, both parties currently contemplate the following guidelines:

3.2.1 "Adoptable" shall include only those cats and dogs 8 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 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, 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.

3.2.2 "Treatable" shall include any cat or dog who is not "adoptable," but who could become so with reasonable efforts.

3.2.3 "Non-rehabilitatable" shall include: (1) cats and dogs for whom euthanasia is the most humane alternative due to disease or injury, (2) vicious cats and dogs, the placement of whom would constitute a danger to the public, (3) cats and dogs who pose a public health hazard, and (4) cats and dogs the adoption of whom would violate SF/DACC policy.

- Public Information.

4.1 The SF/SPCA and SF/DACC shall each portray this Agreement, the partnership it represents, and the other party to the Agreement in a positive and cooperative light.

4.2 To ensure that the public is provided with complete and accurate information, The SF/SPCA and SF/DACC agree that euthanasia statistics should not be reported out of context. Accordingly, where necessary and practicable, in "public communications:"

4.2.1 Any statement regarding the number of cats and dogs euthanized in San Francisco shall include full and complete disclosure of the euthanasia statistics for each organization and shall include the number of cats and dogs euthanized in all categories as defined pursuant to this Agreement.

4.2.2 Any statement regarding the effect of this Agreement on reducing or eliminating the euthanasia of cats and dogs in San Francisco and/or the existence or non-existence of "pet overpopulation" in San Francisco shall include full and complete euthanasia statistics as described in 4.2.1.

4.2.3 Any statement regarding the guarantees under Section 1 of this Agreement shall include full and complete disclosure that these guarantees apply only to "adoptable" cats and dogs who resided in San Francisco prior to surrender or impoundment.

4.3 For the purposes of this Section 4, the term "public communications" shall include any oral or written press releases, publications, reports, media interviews, public presentations, or other similar type communications issued individually or jointly, and any promotional or other literature issued individually or jointly by either organization.

- Implementing Procedures.

The SF/SPCA and SF/DACC have jointly developed written implementing procedures to facilitate the effective and efficient implementation of this Agreement. If either party fails to substantially comply with the implementing procedures, the other party shall have no further responsibilities or obligations under this Agreement.

- Termination.

Notwithstanding anything herein to the contrary, The SF/SPCA and SF/DACC shall each have the absolute right to revoke this Agreement at any time by written instrument delivered to the other organization, and any such revocation shall be effective upon receipt.

Dated this 1st day of April, 1994.

THE SAN FRANCISCO SOCIETY FOR SAN FRANCISCO DEPARTMENT
THE PREVENTION OF CRUELTY TO OF ANIMAL CARE AND CONTROL
ANIMALS

By: (SGD.) Richard Avanzino, President By: (SGD.) Carl Friedman,
Director

IMPLEMENTING PROCEDURES

The San Francisco Society for the Prevention of Cruelty to Animals ("The SF/SPCA") and the San Francisco Department of Animal Care and Control ("SF/DACC") entered into an Agreement dated April 1st, 1994 ("Agreement"). The following Implementing Procedures are intended to facilitate the effective and efficient implementation of that Agreement.

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2. Both SF/DACC and The SF/SPCA shall have the right to maintain their own active adoption programs and the right to place all animals which each organization receives. Each agrees not to interfere with the other's operations and to respect the independence of the other organization.
3. The SF/SPCA will accept custody of each "adoptable" cat or dog offered to it by SF/DACC within 24 hours of receiving SF/DACC's offer.
4. The SF/SPCA may ask to take an available "treatable" cat or dog sheltered at SF/DACC. The SF/SPCA will accept custody of the animal with 24 hours of receiving notice that such a request has been granted, or sooner, if SF/DACC determines that the cat or dog needs immediate treatment.
5. Once the SF/SPCA has taken custody of a cat or dog from SF/DACC, the SF/SPCA will not return the animal to SF/DACC, except for any cat who, during its initial intake screening, tests positive for feline leukemia or feline immunodeficiency virus, in which case SF/DACC will accept the animal,
6. It is understood that it may be impracticable for the SF/DACC to determine at the time of intake whether a cat or dog presented by its owner is "adoptable," "treatable," or "non-rehabitable." An owner who requests an immediate determination will be advised by SF/DACC to make an appointment with the SF/SPCA for an evaluation. If the cat or dog resided in San Francisco prior to being surrendered, The SF/SPCA will schedule an appointment to evaluate whether the animal is "adoptable."
7. The SF/SPCA agrees to accept custody from "walk-ins" during regular business hours, with no pre-arranged appointment required, of any cat or dog (whether "adoptable," "treatable," or "non-rehabitable") adopted from its facility, provided that the animal is returned to the SF/SPCA within one year of the date of adoption by the person who adopted the animal.

8. The SF/SPCA will maintain and make available to SF/DACC records of the disposition of all animals it takes from SF/DACC under the Agreement.
9. The SF/SPCA and SF/DACC will meet periodically as necessary to discuss the Agreement and to make any appropriate changes and/or additions to these Procedures. Should The SF/SPCA and SF/DACC be unable to resolve any issue or problem, the matter will be placed before an independent, impartial mediator selected jointly by the parties, or before the San Francisco Commission of Animal Control and Welfare.