



Animal Care Services

GENERAL SERVICES DEPARTMENT
2127 Front Street
Sacramento, CA 95818-1106
Tel: (916) 808-7387
Fax: (916) 808-5386



MEMORANDUM OF UNDERSTANDING

BETWEEN

**CITY OF SACRAMENTO
ANIMAL CARE SERVICES DIVISION**

AND

(Placement Partner Organization)

FOR THE PLACEMENT OF CITY OF SACRAMENTO SHELTER ANIMALS

This agreement is entered into on this ____ day of _____, by and between the City of Sacramento Animal Care Services Division (hereinafter referred to as the “City” or “Animal Care”) and _____ (hereinafter referred to as the “Placement Partner Organization” or “PPO”) and any approved representative of the PPO for the purpose of placing shelter animals.

WHEREAS, the City of Sacramento is committed to the goal that no adoptable or treatable shelter animal should be euthanized if the animal can be adopted into a suitable home; and,

WHEREAS, various non-profit animal placement partner organizations are comprised of dedicated volunteers who have developed and implemented successful programs to facilitate in the adoption of stray, abandoned, and relinquished animals; and,

WHEREAS, Animal Care wishes to release shelter animals that might otherwise be euthanized to responsible animal placement organizations for the purpose of finding suitable adoptive homes; and,

WHEREAS, the City is committed to eliminating pet overpopulation, it recognizes that it is imperative that Animal Care ensure that the animals placed are spayed/neutered, licensed and lawfully cared for; and,

WHEREAS, the City recognizes that various animal-caring placement organizations have distinct advantages for placing unadopted and unredeemed shelter animals in safe, loving homes, and both parties are vitally interested in a collaborative effort to save animal lives. Both Animal Care and the placement partner organization hereby agree to the following terms:

AGREEMENT TERMS

1. The PPO recognizes that the purpose of a rescue is to place the altered animals in a good adoptive home – warehousing or mass kenneling operations, etc., are not deemed to be suitable placements. The PPO may request a hold on a shelter animal by submitting the request in writing, in person, by email or by facsimile. In the interest of public safety, animals that are determined to be aggressive/dangerous will not be made available for transfer. The PPO also acknowledges that Animal Care does not ensure the adoption suitability of any animal released by Animal Care to them.
2. The PPO shall begin the rescue process no later than one half-hour (30 minutes) prior to the shelters close of business. Holds or actions requested that are submitted after this time will not be acted on until the next business day. In the event of multiple rescues, an additional fifteen (15) minutes per animal shall be required to allow time for the paperwork to be completed before the end of the business day. For example, if the PPO wishes to rescue three animals, they need to allow one hour for Animal Care Services to complete the paperwork (30 min. + 15+15 = one hour).
3. PPO's are not limited in the number of unaltered animals placed with them. However, each animal will be assigned a date by which it must be altered (health and age considerations apply). If the animal is not alterable by the assigned date, the PPO must provide a letter from the animal's veterinarian so we can extend the assigned date to allow sufficient time for the animal to be altered. If proof of alteration is not provided by the assigned date, placement of animals with that PPO will be suspended until proof of alteration is received or proof from a veterinarian is received providing written justification for the delay. Repeated PPO failure to handle this in a timely manner may disqualify PPO from further participation.
4. The PPO shall show proof within 60 days of the rescue date that a licensed veterinarian has surgically sterilized any unaltered animal obtained from the City. This requirement shall not apply in cases where a licensed veterinarian provides written certification stating that, due to age and/or health considerations, the altering should be deferred, or that, in the professional judgment of the veterinarian, the animal has been previously altered. The veterinarian certification must state the anticipated date alteration is feasible. In such cases, the PPO is responsible for providing proof of alteration within 30 days of the date specified by the veterinarian.
5. It is the goal of Animal Care to extend the availability of animals for adoption vis-à-vis space, health, and behavioral considerations. Animal Care reserves the right to remove a rescue hold when a determination is made that the animal is sick, injured, or a safety liability because of aggressive behavior and/or the animal shelter population is approaching maximum capacity. In the event of such occurrences, Animal Care will attempt to contact the PPO prior to rescinding a hold.
6. The PPO shall provide animals obtained from Animal Care with a healthy, clean, and safe environment and shall provide the animals with necessary and prompt veterinary care, nutrition, and shelter at the PPO's expense. Animal Care reserves the right to request an inspection during reasonable times on the property where the animals will be maintained when a complaint is received regarding their care. The PPO's failure to cooperate with a requested inspection when a complaint is received will result in the termination of the PPO's participation.

7. The PPO shall comply with all animal-related laws and regulations, including all applicable zoning laws, and permit requirements. The PPO shall not transfer the custody or ownership of any animal obtained from Animal Care to any individual or organization when the PPO should reasonably know that doing so will violate animal-related laws, regulations, zoning provisions or permit requirements, regardless of jurisdiction. The PPO will also comply with State law (Fd & Ag 30503, 31751.3) that requires that animals be altered prior to placement.
8. The PPO shall maintain accurate records of each animal obtained from Animal Care Services. Such records shall include information regarding proof of spay/neuter and veterinary care. Animal Care retains the right to inspect and/or request such records for monitoring compliance. For animal licensing purposes, when an animal is placed within the City of Sacramento, the PPO is required to complete and submit a "PPO Placement Form" to Animal Care, which includes the shelter assigned animal identification number and the name, address, and telephone number of the new animal owner(s), at the end of any month in which animal(s) were placed. The aforementioned records need not be maintained after submission of such records to Animal Care.
9. The PPO may request a hold on an impounded animal deemed by Animal Care as adoptable/rescuable provided no investigation, evidence, or other special circumstance exists. Holds may be requested at any time; however, the first day of the hold period begins on the "Due Out" date. The PPO holds shall not exceed three (3) calendar days. The final day of the holding period will move forward one day if it falls on a day the Shelter is closed to the public. No PPO extensions are permitted.
10. Animals that are 3 calendar days past their "Due Out" date are ineligible for PPO holds. Animals moved forward from restricted areas after their "Due Out" date would be considered for a "shelter hold" – a hold placed on it by Animal Care – based on space and other considerations to facilitate adoption.
11. For humane reasons, no holds may be placed on animals that are deemed by ACS to be suffering due to health or aggression. However, if a PPO is interested in rescuing these animals and it is approved, the animal must be rescued on its "Due Out" date.
12. Each animal will be limited to only one rescue hold. As a general rule, a hold that is requested by a PPO is subordinate to any adoption request by a member of the public. A PPO may have a maximum of 4 holds in effect at any one time. The PPO-held animals that are not picked up by the PPO by the end of the third day will be considered by Animal Care for additional time or be humanely euthanized.
13. If the "Due Out" date of an animal lands on a day we are closed to the public, it is the PPO's responsibility to place a hold on the animal by the last business day before the animal's "Due Out" date. Animals whose "Due Out" date lands on a day we are closed to the public and do not have holds placed on them, may be humanely euthanized.
14. The PPO shall encourage the new owner to vaccinate for rabies and license animals within the jurisdiction where the owner and animal will reside. For animals that are placed within the city limits of Sacramento, the PPO shall provide the new owner with a City of Sacramento Animal License application.

15. The PPO shall pay applicable fees incurred at the time of rescue. The usual fees may include cost recovery for surgical alteration, microchipping and vaccinations if these procedures have been performed at the City's expense. The City shall waive adoption and board fees.
16. The PPO must complete Animal Care's "PPO Application". A maximum of three (3) representatives will be authorized to rescue animals on behalf of the PPO (exceptions may be approved). Each representative is required to have a copy of his/her driver's license on file with Animal Care. The PPO may request to change a representative of their organization by updating the "PPO Application" and submitting it to Animal Care for approval.
17. The PPO shall provide their own transport carrier, leash, or lead, prior to the release of animals.
18. In an effort to ensure effective customer service and efficiency, the PPO is expected to respect the public's right to privacy and not interfere with the conduct of business between the public and Animal Care staff. A PPO is expected to conduct themselves in a professional manner at all times while at the shelter.
19. Approved PPOs may be permitted in Isolation and Sick areas when escorted by an available ACS employee. The PPO is not permitted access to the quarantine areas; however, exceptions may be made by Animal Care supervision under unusual circumstances.
20. The PPO shall comply with all terms of this agreement. An Animal Care Services manager or supervisor may approve any special or unusual temporary exception to this agreement. Failure to comply with the terms of this agreement may result in Animal Care's refusal to continue to provide animals to the PPO or any of its representatives. Once a PPO or a representative is banned, Animal Care retains the right of refusal for the banned representative to represent another PPO.

The City of Sacramento, its officers, agents, and employees shall not be liable for, and Placement Partner Organization shall defend, indemnify and hold the City harmless from, any and all claims, liability, judgments, fines, losses, damages, expenses, or costs of any kind or character, including attorneys' fees and court costs (hereinafter referred to as "Claims"), arising out of, or in any manner either directly or indirectly connected with, any act, error, omission or negligence of PPO or its agents, employees, or volunteers, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of the City of Sacramento, its officers, agents or employees. PPO shall have no obligation to defend or indemnify the City from a claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole active negligence or willful misconduct of the City of Sacramento, its officers, agents, or employees.

IN WITNESS THEREOF, Animal Care Services and the Placement Partner Organization has approved the execution of this agreement by the undersigned designated representative this ____ day of the month of _____, in the year _____.

City of Sacramento
Penny Cistaro
Animal Control Manager

Organization Name:
President /Head of Organization:
Title:

PLACEMENT PARTNER APPLICATION

City of Sacramento Animal Care Services
 2127 Front Street, Sacramento CA 95818
 Tel (916) 808-7387 Fax (916) 808-5386

Note: Please complete the requested information below and **attach a copy of your organization's adoption application and contract.**

Placement Partner Information				
Organization Name:	501(c)3 ID:	<i>(please attach copy)</i>		
Address:	City:	State:	Zip:	
Phone: () -	Cell Phone: () -	Fax: ()		
Email:	Website:			
President/Head of Organization:				
Type of Breed Rescuing:				
Approved Personnel to Remove Animals from Shelter (Maximum 3)				
NAME	ADDRESS	PHONE	CELL PHONE	EMAIL
1.				
2.				
3.				

APPLICATIONS ARE SUBJECT TO APPROVAL BY ANIMAL CARE SERVICES

I understand that the City of Sacramento Animal Care Services officials have the right to inspect and/or visit the Placement Partners kennel location(s) at reasonable times. I certify that all information provided is true, complete, and correct. I will assure the humane treatment of all animals released to me or my designee and agree to remain in compliance with local and state laws as they pertain to code compliance and humane animal care.

 President/Head of Organization Signature

 Date

Print Name:

For Office Use Only		
Date Received:	Date Reviewed:	Reviewed By:
Group #:	501(c)3 Received:	