

# **THE LIFESAVING PACT**

## **AGREEMENT BETWEEN**

**The Pennsylvania Society for the Prevention  
of Cruelty to Animals**

**and the**

**Philadelphia Animal Welfare Society/Philadelphia Animal Care and Control Association**

The Pennsylvania Society for the Prevention of Cruelty to Animals ("PSPCA") and the Philadelphia Animal Welfare Society ("PAWS")/Philadelphia Animal Care and Control Association ("PACCA") share a common purpose in saving animals' lives, preventing animal suffering, and eliminating animal abandonment. In an effort to achieve this common purpose, PSPCA and PAWS/PACCA hereby agree as follows:

### **1. Numbers of Animals Rescued**

1.1 PSPCA and PAWS/PACCA shall work together towards ending the killing of "savable" cats and dogs.

1.2 In FY2007/008, PSPCA will transfer into its animal care and adoption program a minimum of 4,800 dogs and cats from PAWS/PACCA, at a rate of not less than 400 dogs and cats per month. PSPCA may, but is not required to take more than the minimum number of dogs and cats from PAWS/PACCA. However, to the extent PSPCA has taken more than the monthly minimum in any one month, it can reduce the number of dogs and cats it takes from PAWS/PACCA in a subsequent month.

1.3 The number of dogs and cats PSPCA will transfer from PAWS/PACCA annually and monthly will increase a minimum of 10 percent each year until all "savable dogs" and cats are saved.

1.4 If the number of "savable" dogs and cats drops below the minimum number of dogs and cats PSPCA has agreed to accept, PSPCA shall only be required to transfer dogs and cats annually thereafter to ensure that all "savable" dogs and cats are saved.

### **2. Adoption Guarantee Goal for Savable Cats and Dogs.**

2.1 PAWS/PACCA guarantees that if PSPCA requests a "savable" dog or cat, PAWS/PACCA will transfer the dog or cat to PSPCA.

2.2 Consistent with the provisions of Section 1, PAWS/PACCA guarantees that if it is not able to place a "savable" cat or dog through its own adoption or rescue transfer program, it will offer the cat or dog to PSPCA.

2.3 Consistent with the provisions of Section 1, PSPCA guarantees that it will take any "savable" cat or dog it requests from PAWS/PACCA or offered to it by PAWS/PACCA and that it will hold the cat or dog until it arranges for the treatment, as necessary, and adoption of the cat or dog into a suitable home.

2.4 PAWS/PACCA agrees to allow PSPCA to meet its monthly and annual quota by taking as many "healthy" dogs and cats as possible or available before it is required to take "treatable"

dogs and cats. However, the PSPCA can choose to accept either “healthy” or “treatable” animals within the provisions of Section 1.

2.5 The above guarantees shall apply only to "savable" cats and dogs who resided in Philadelphia prior to surrender or impoundment.

### **3. Definitions.**

3.1 PSPCA and PAWS/PACCA are categorizing cats and dogs as "savable" solely for the purposes of this Agreement.

3.2 PAWS/PACCA shall have the right to define the term "savable" and PSPCA agrees to abide by that definition for the purposes of this Agreement.

3.3 PSPCA also agrees that the determination of what constitutes “savable” will follow the animal through disposition and PSPCA will not kill any “savable” animals it accepts from PAWS/PACCA or change their category unless there is a marked change in the condition of the animal from the time PAWS/PACCA made the determination.

3.4 Without restricting or limiting the rights in Sections 3.2 and 3.3, both parties currently contemplate the following guidelines:

3.2.1 "Savable" shall include only those cats and dogs who are healthy, treatable, and not a vicious or dangerous dog.

3.2.2 "Healthy" shall include any cat or dog who is not sick or injured; or who is not a vicious dog.

3.2.3 "Treatable" shall include any animal who is sick or injured, whose prognosis for rehabilitation of that illness and/or injury is excellent, good, fair, or guarded. An animal does not have to be “cured” to be treatable.

3.2.3 "Non-rehabilitatable" shall include: (1) cats and dogs who are sick or injured and whose prognosis for rehabilitation is poor or grave and (2) vicious dogs whose prognosis for rehabilitation is poor or grave.

3.5 Feral cats over the age of twelve weeks are outside the scope of this Agreement because they are not candidates for adoption.

3.6 Notwithstanding the exclusion of feral cats from this Agreement, PSPCA and PAWS/PACCA agree to work jointly together to implement non-lethal Trap, Neuter, Return programs for feral cats residing in Philadelphia, as an alternative to impoundment and killing.

### **Implementing Procedures.**

PSPCA and PAWS/PACCA have jointly developed written implementing procedures to facilitate the effective and efficient implementation of this Agreement.

### **Termination.**

Notwithstanding anything herein to the contrary, PSPCA and PAWS/PACCA shall each have the right to revoke this Agreement by written instrument at any time by vote of the majority of the

Board of Directors delivered to the other organization, and any such revocation shall be effective upon receipt.

Dated this Xst day of xx, 2007.

PENNSYLVANIA SOCIETY FOR THE  
PREVENTION OF CRUELTY TO ANIMALS

PHILADELPHIA ANIMAL WELFARE  
SOCIETY/PHILADELPHIA ANIMAL CARE AND  
CONTROL ASSOCIATION

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By: Howard Nelson, CEO

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By: Tara Derby, CEO

### IMPLEMENTING PROCEDURES

The Philadelphia Society for the Prevention of Cruelty to Animals ("PSPCA") and the Philadelphia Department of Animal Care and Control ("PAWS/PACCA") entered into an Agreement dated X, 2007 ("Agreement"). The following Implementing Procedures are intended to facilitate the effective and efficient implementation of that Agreement.

1. Both PAWS/PACCA and PSPCA shall have the right to maintain their own active adoption programs and the right to place all animals which each organization receives. Each agrees to respect the independence of the other organization.
2. PSPCA will accept custody of each "savable" cat or dog it requests from PAWS/PACCA or offered to it by PAWS/PACCA within 24 hours of making the request or receiving PAWS/PACCA's offer.
3. Once PSPCA has taken custody of a cat or dog from PAWS/PACCA, PSPCA will not return the animal to PAWS/PACCA, except for any cat who, during its initial intake screening, tests positive for feline leukemia or feline immunodeficiency virus, or any dog who, during its initial intake screening, tests positive for parvovirus, in which case PAWS/PACCA will accept the animal.
4. PSPCA agrees to accept direct custody during regular business hours of any cat or dog adopted from its facility which originally was transferred to PSPCA from PAWS/PACCA, provided that the animal is returned to PSPCA within one year of the date of adoption by the person who adopted the animal.
5. PSPCA will maintain and make available to PAWS/PACCA records of the disposition of all animals it takes from PAWS/PACCA under the Agreement.
6. If there is a marked change in the condition of the animal so that PSPCA has recategorized the animal as "non-rehabilitatable," PSPCA agrees that it will not kill the animal without conferring with PAWS/PACCA at least 24 hours before killing unless the animal is "irremediably suffering." If PAWS/PACCA requests the return of the animal in lieu of killing within the 24 hour period, PSPCA shall return the animal, and take a different animal at the time it returns said animal. This will not count as an additional animal toward meeting the minimum mandatory requirements of the Agreement. "Irremediably suffering" shall be defined as any animal with a medical condition who

has a poor or grave prognosis for being able to live without severe, unremitting pain, as determined by a veterinarian licensed to practice in this state.

7. PSPCA and PAWS/PACCA agree that the following, while not exhaustive, are representative examples of “savable” and “non-rehabilitatable” animals, and that the PAWS/PACCA Community Animal Health Matrix will be attached to the Agreement:

**Examples of savable conditions include:** [healthy:] any dog or cat over seven weeks who is not sick or injured, dogs or cats with poor manners such as house soiling issues, escaping, or social shyness, blind, missing limbs, senior animals, pregnant animals [treatable:] feral kittens less than 12 weeks old, heartworm, separation anxiety, motherless neonates, animals with broken bones, lacerations, bruising, swelling, etc., hyperthyroid, dental conditions, ocular conditions such as “cherry eye,” skin conditions such as mange and ringworm, lyme disease, kennel cough, and respiratory infections.

**Examples of non-rehabilitatable conditions include:** canine and feline distemper, vicious dogs with a poor or grave prognosis, parvovirus, cancer with a poor prognosis, and FIP.

8. PSPCA and PAWS/PACCA will meet periodically as necessary to discuss the Agreement and to make any appropriate changes and/or additions to these Procedures. Should PSPCA and PAWS/PACCA be unable to resolve any issue or problem, the matter will be placed on the agenda of a joint Board of Directors meeting of the respective agencies for determination. If the matter is still unresolved, the matter will be placed before an independent, impartial mediator selected jointly by the parties.

#### ADDENDUM 1: SAVABLE MATRIX

In order to facilitate accurate data collection and assure consistent reporting on the condition of individual animals in the community, the following definitions have been developed:

Savable		Non-Savable	
Healthy	Treatable	Irremediably Suffering	Vicious/Dangerous Dogs

No matrix can conceivably cover every condition or combination of conditions that might affect an individual animal. These definitions should be utilized based on a candid and realistic assessment of each animal’s condition and not based on subjective and often self-serving notions of adoptability. In cases of doubt, the default shall always be a preference for lifesaving. Additionally and importantly, an animal deemed non-savable may still be successfully cared for, transferred or adopted to an individual or organization capable of providing sanctuary or hospice care.

**Savable:** “Savable” shall include animals who are healthy or who have treatable medical conditions.

**Healthy:** “Healthy” shall include any animal who is not sick or injured; or who is not a vicious dog.

Conditions such as fleas, ear mites, or pregnancy do not change the animal’s status from being healthy since they are resolved through professionally standard routine

shelter care, such as flea preventative and spay or neuter surgery, and do not require out of the ordinary care. Healthy also includes animals who are exhibiting behaviors considered normal for the species such as house soiling, territorial marking, barking, chewing, digging or scratching behavior. Likewise feral and free roaming cats who are inhibited in social interactions with humans are not exhibiting abnormal behavior for the species. As long as a feral or free roaming cat is healthy, he meets the definition.

An animal does not have to be cute and cuddly or easy to place to meet this definition. Healthy is not the same as easy to adopt. The animal may be blind, deaf, old, or missing a limb, but as long as the animal is healthy, she meets the definition.

**Treatable:** "Treatable" shall include any animal who is sick or injured, whose prognosis for rehabilitation of that illness and/or injury is excellent, good, fair, or guarded. An animal does not have to be "cured" to be treatable. For instance, a diabetic cat may never be cured but she is likely to live a normal life if given insulin shots.

**Non-Savable:** "Non-Savable" shall include: (1) animals who are severely sick or injured and whose prognosis for rehabilitation is poor or grave and (2) vicious or dangerous dogs.

**Irremediably Suffering:** Non-savable animals include irremediably suffering animals. "Irremediably Suffering" shall include any animal with a medical condition who has a poor or grave prognosis for being able to live without severe, unremitting pain.

**Vicious Dog:** "Vicious Dog" is a dog who has a propensity to or history of causing grievous bodily harm to people even when the dog is not hungry, in pain, or frightened, and whose prognosis for rehabilitation of that aggression is poor or grave.

**Dangerous Dog:** "Dangerous Dog" is a dog adjudicated to be vicious by a court of competent jurisdiction and where all appeals of that judicial determination have been unsuccessful.

**Common Conditions:** *Provided is a list of common conditions seen in shelter animals categorized appropriately.*

**Savable - Healthy:**

Age (senior/geriatric animals)  
Behavior issues typical with dogs and cats  
such as house soiling issues, social shyness,  
barking, escaping  
Blindness  
Fleas  
Ear mites  
Missing limb  
Pregnancy

**Savable - Treatable:**

Allergies, including dermatitis  
Broken bones  
Dental conditions  
FeLV, FIV, asymptomatic  
Heartworm positive  
Hyperthyroid  
Lacerations  
Mange, demodectic or sarcoptic  
Motherless neonates

Ocular conditions such as "cherry eye"  
Otitis  
Respiratory infection such as kennel cough  
or URI  
Ringworm  
Separation anxiety  
Conditions resolved by surgery  
Food guarding  
Urinary tract infections  
Stomatitis  
Diabetes  
Abscesses  
Canine parvovirus and feline distemper  
(adult animals)

**Non-savable:**

Canine parvovirus and feline distemper  
(puppies and kittens)  
Vicious dogs  
Cancer with a poor prognosis  
FeLV, symptomatic

### *Renal failure (end stage)*

*Feral cats* are savable or non-savable depending on their medical condition only. For purposes of providing accurate data, a shelter may subcategorize feral cats as “feral cats” and then further break them out into savable and non-savable based on their medical condition. A feral cat with no known medical conditions, for example, is considered “feral cat/healthy.” A feral cat with a respiratory infection is considered “feral cat/treatable.” Both of these conditions are savable. In order to achieve No Kill, a shelter or community must “zero out” deaths in these categories as well, usually through Trap-Neuter-Release/Return programs.

