

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

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 an "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 the 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 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, 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.

4. 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.

5. 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.

6. 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 \_\_\_\_\_ day of \_\_\_\_\_ 1994.

The San Francisco Society for the Prevention of Cruelty to Animals

By: \_\_\_\_\_  
Richard Avanzino, President

San Francisco Department of Animal Care and Control

By: \_\_\_\_\_  
Carl Friedman, Director