

# Pet Placement Organization Agreement

Between

## Central California SPCA

and

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(Pet Placement Organization)

### *FOR THE PLACEMENT OF CENTRAL CALIFORNIA SPCA ANIMALS*

This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between THE CENTRAL CALIFORNIA SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (the “CCSPCA”) and THE PET PLACEMENT ORGANIZATION known as \_\_\_\_\_ (hereinafter referred to as the “PPO”), each a “party” and collectively the “parties,” for the purpose of placing CCSPCA shelter animals.

**WHEREAS**, the CCSPCA wishes to have all adoptable or treatable shelter animals be adopted into suitable homes; and,

**WHEREAS**, various non-profit animal placement 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**, the CCSPCA recognizes that the PPO has 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; and,

**WHEREAS**, the CCSPCA 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 CCSPCA is committed to reducing the number of stray and unwanted animals, it recognizes that PPOs ensure that the animals placed are spayed/neutered, licensed and lawfully cared for; and,

**WHEREAS**, the CCSPCA and the PPO intend that this Agreement constitute a “cooperative agreement” under California Food and Agriculture Code §30503(c) and 31751.3 (c) to comply with the requirement that no animal control agency or rescue group sell or give away a dog or cat that has not been spayed or neutered.

**NOW, THEREFORE,** in consideration of the above recitals and mutual covenants contained herein, the CCSPCA and the PPO agree as follows:

1. PPO Application; Approval. Before the PPO or any of its representatives may accept placement of, or place holds on shelter animals, the PPO must complete CCSPCA'S "PPO Application." A maximum of five (5) representatives will be authorized to accept placement of animals on behalf of the PPO. Each authorized PPO representative is required to have a copy of his/her driver's license on file with CCSPCA. The PPO may request to change or update representatives by updating the "PPO Application" and submitting it to CCSPCA for approval. The PPO recognizes that the purpose of this Agreement is to facilitate the placement of spayed and neutered animals (also referred to as "altered" animals) in a good responsible adoptive home, in compliance with applicable law. Warehousing or mass kenneling operations, etc., are not deemed to be suitable placements. The CCSPCA may, in its sole discretion, reject or revoke any PPO application which does not comply with this Agreement or applicable law.

2. PPO Compliance; Inspections. The PPO shall provide animals obtained from the CCSPCA with a healthy, clean, and safe environment and shall provide the animals with necessary and prompt veterinary care, ample nutrition, and shelter at the PPO's expense. The CCSPCA reserves the right to request an inspection during reasonable times on the property where the animals will be maintained. The PPO's failure to cooperate with a requested inspection, as determined according to the sole discretion of the CCSPCA, shall be considered a material breach of this Agreement which will subject the PPO to termination of its ability to request holds on shelter animals and to accept shelter animal placements.

3. Shelter Animal Hold and Placement to the PPO. Following approval of its application, the PPO shall accept animal placements in accordance with the procedures in this Agreement.

(a) Mandatory Holding Period; Animals Available for PPO Placement. The mandatory holding period for animals, whether impounded stray or owner-surrendered, is four (4) calendar days, not including the first day of impound/owner surrender (Food & Ag Codes §§ 31108, 31752, and 31754). No animal may be released during this time except to its lawful owner. Following the mandatory holding period, animals may become available for adoption through CCSPCA or placement to the PPO. In the interest of public safety and in accordance with applicable laws (10-327 FMC and FCO 9.04.310), animals that are determined to be aggressive, dangerous, and/or potentially dangerous, will not be made available for PPO placement.

(b) Rescue Request; PPO Hold. During the mandatory holding period, the PPO may request a hold ("PPO Hold") on a shelter animal in a written request delivered in person, or by email (a "Rescue Request") to the CCSPCA Rescue Coordination Department (RCD). An animal subject to a PPO Hold shall be available for placement to the PPO for up to three (3) calendar days following the mandatory holding period and upon release by the CCSPCA. The PPO may not extend this period. The PPO-held animals that are not picked up by the PPO by the end of the third day following the submission of a Rescue Request will be considered by CCSPCA for additional time, transferred to another PPO, placed into foster care, or be humanely euthanized at the discretion of CCSPCA.

(c) PPO Hold Restrictions. A PPO Hold may not be placed on animals that are deemed by the CCSPCA to be irremediably suffering from serious illness or severe injury.

However, if the PPO makes a Rescue Request while such an animal is in its mandatory holding period, and such request is approved, the animal may be collected the day it becomes available. In the interest of public safety, animals that have a history of aggressive or unpredictable behavior or have been declared to be dangerous or potentially dangerous, in the sole discretion of the CCSPCA, will not be made available for placement.

(d) Subordination of PPO Hold. PPO Holds are subordinate to any request by a member of the public or service animal group that has chosen an animal as a service animal candidate. Further, CCSPCA may in its sole discretion subordinate any PPO Hold to any adoption request by a member of the public. In some instances, CCSPCA shall require the PPO to refrain from paying adoption fees of some select animals in an attempt to allow the public the opportunity to adopt.

(e) Authority to Remove PPO Hold. It is the wish of CCSPCA to extend the availability of animals for adoption vis-à-vis space, health, and behavioral considerations. Notwithstanding anything to the contrary in this Agreement, CCSPCA reserves the right to remove a PPO 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, CCSPCA will make a reasonable attempt to contact the PPO prior to rescission.

(f) Placement and Animal Transfer. The PPO shall begin the rescue process no later than thirty (30) minutes prior to CCSPCA's close of business. Actions requested that are submitted after this time will not be considered until the next business day. In the event of a request for transfer of multiple animals to the PPO, an additional fifteen (15) minutes per animal shall be required to allow time for the transaction to be completed before the end of the business day. For example, if the PPO wishes to rescue three animals, sixty (60) minutes must be allowed for the CCSPCA to verify the identity of the animal, retrieve it from the shelter and complete the paperwork (30 minutes + 15 + 15 = 60 minutes). The paperwork must be completed and the animal must leave immediately after the transfer is completed. ALL proprietary information must remain with CCSPCA. The PPO will provide any required transport carrier, leash, or lead at the time of the release of any animal.

(g) Applicable Placement Fees; Surrender. The PPO shall pay applicable fees incurred at the time of placement. The usual fees may include cost recovery for surgical alteration and/or procedures, microchipping, medications, diagnostics and vaccinations if these procedures have been performed at the CCSPCA's expense. The CCSPCA retains the right to charge full adoption fees for any animal available for adoption. The PPO may return an animal to the shelter during regular business hours, 365 days a year, should they feel it necessary, but PPO representatives must identify themselves in such capacity and pay applicable surrender fees.

(h) No Assurance of Adoptability. The PPO also acknowledges that CCSPCA does not ensure the adoption suitability of any animal released by CCSPCA to them.

4. Photography; Video; Recording. No photography, videotaping, or recording of any kind is permitted within the CCSPCA's Stray Building or other areas marked "Employees/Staff Only" or "No Admittance." The PPO failure to comply shall be considered a material breach of this Agreement which will subject the PPO to termination of its ability to request holds on shelter animals and to accept shelter animal placements.

5. Unaltered Animals. The PPO shall provide proof to CCSPCA within 60 days of the date of placement to the PPO (the “Placement Date”) that a licensed veterinarian has surgically sterilized any unaltered animal obtained from the CCSPCA. 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 by which alteration is feasible. In such cases, the PPO is responsible for providing proof of alteration to CCSPCA within 30 days of the date specified by the veterinarian. If proof of alteration is not provided in compliance with this paragraph, 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 shall be considered a material breach of this Agreement which will subject the PPO to termination of its ability to request holds on shelter animals and to accept shelter animal placements. The PPO will also comply with State Law (Food & Ag Code §§ 30503 & 31751.3) that requires that animals be altered prior to adoption placement. So long as the PPO complies with the terms of this Agreement and applicable California law, the PPO is not limited as to the number of unaltered animal placements.

6. Maintenance of Records. The PPO shall maintain accurate records of each animal obtained from the CCSPCA. Such records shall include information regarding proof of spay/neuter and veterinary care. The CCSPCA retains the right to inspect and/or request such records for monitoring compliance. For animal licensing purposes, when an animal is placed within Fresno City, the PPO is required to complete and submit a “PPO Placement Form” to CCSPCA, 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.

7. Dog Licenses; Vaccinations. The PPO shall provide information on how to obtain a dog license from the appropriate city/county agency to all individuals adopting an animal from the PPO. Upon request, Fresno City/County PPOs shall provide proof of vaccination against rabies and current city/county dog license to the appropriate animal control agencies within Fresno City/County, within thirty (30) days of receiving a dog, regardless of the PPO’s intent to eventually re-home the dog.

8. Compliance with Applicable Law. 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 the CCSPCA 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.

9. Privacy; Proprietary Information; Sanctions. In an effort to ensure effective customer service and efficiency, the PPO is expected to respect the public’s right to privacy and agrees to not interfere with the conduct of business between the public and CCSPCA staff. The PPO and its representatives are expected to conduct themselves in a professional manner at all times while at the shelter and will refrain from the engagement of contentious, malicious or otherwise hostile interactions with CCSPCA clientele, staff and/or volunteers. Breach of this Agreement will result in permanent expulsion from the CCSPCA premises. Once a representative is banned, the CCSPCA retains the right to prohibit the banned representative from representing another PPO on the CCSPCA premises. Repeated PPO failure to comply will disqualify them from further

participation. In addition, the PPO is prohibited from posting, reposting, and/or altering CCSPCA's proprietary information.

10. Restricted Area Access. Approved PPOs shall be permitted in Isolation, Quarantine, and Sick areas at the sole discretion of the CCSPCA and only when escorted by either the RCD, Rabies Control Manager, or Animal Care Manager. Violation of this paragraph shall be considered a material breach of this Agreement, which will subject the PPO to termination of its ability to request holds on shelter animals and to accept shelter animal placement.

11. Exceptions; Sanctions. The PPO shall comply with all terms of this Agreement. A CCSPCA manager or supervisor shall be permitted, but may not be compelled by the PPO, to approve any special or unusual temporary exception to this Agreement.

12. Waiver; Indemnity. The City and/or County of Fresno, CCSPCA, its officers, agents, and employees shall not be liable for, and PPO shall defend, indemnify and hold said parties 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 and/or County of Fresno, the CCSPCA, its officers, agents or employees. PPO shall have no obligation to defend or indemnify the CCSPCA 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 CCSPCA, its officers, agents, or employees.

IN WITNESS THEREOF, the parties have executed this Agreement as of the date and year first above written.

By: \_\_\_\_\_  
Shelter Operations Manager, CCSPCA (Signature)  
Organization Name: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**For CCSPCA Office Use Only**

Date Received: \_\_\_\_\_ Date Reviewed: \_\_\_\_\_

501(c)3 Received: \_\_\_\_\_ Entered: \_\_\_\_\_

Reviewed By: \_\_\_\_\_

