



**CITY OF MORENO VALLEY
COMMUNITY DEVELOPMENT DEPARTMENT
ANIMAL SERVICES DIVISION
RESCUE / ADOPTION PARTNER ORGANIZATION AGREEMENT**

The City of Moreno Valley (City) is committed to working with RESCUE / ADOPTION PARTNER ORGANIZATIONS (Rescue Group) to provide more positive outcomes for homeless and unwanted animals by working together in a professional and mutually supportive environment. A well-structured Rescue Group Program with clear delineation of responsibilities and expectations will ensure a program that is fair for all parties involved with the intent to help more homeless pets find new homes.

This RESCUE / ADOPTION PARTNER ORGANIZATION AGREEMENT is made by and between the City of Moreno Valley, Community Development Department, Animal Services Division, herein after referred to as the "City" and the undersigned Rescue / Adoption Partner Organization herein after referred to as "Rescue Group".

TERMS AND CONDITIONS:

The Rescue Group shall be a current non-profit organization as defined in Section 501 (c) (3) of the IRS Code with written proof of such status from the Federal Department of the Treasury Internal Revenue Service. This agreement is allowed as defined under California State Food and Agriculture Code sections 31108, 31752 & 31753.

AGREEMENT TERMS

1. 501(c) (3) Designation. The Rescue Group will provide the City with written proof of its current Federal Department of the Treasury Internal Revenue Service 501(c) 3, non-profit or not-for-profit status prior to any animal(s) being released by the City to the Rescue Group.
2. The Rescue Group agrees to complete the City's Rescue / Adoption Partner Organization Agreement annually. The Director/President of the Rescue Group or any other officer of the Rescue Group on file must sign the agreement. A maximum of six (6) representatives may be authorized to obtain animals on behalf of the Rescue Group. (Exceptions may be approved by the City). Each representative is required to provide his/her driver's license or other official identification at the time of transfer. The Director/President of the Rescue Group may request to change a representative of their organization by submitting such request in writing.
3. The Rescue Group agrees to provide a letter of intent describing the type of rescue services provided including a short summary of the organization's mission statement and purpose.
4. The Rescue Group shall track all animals transferred to their organization and any animals they transfer to another animal rescue organization shall be reported to the City. The Rescue Group agrees that any transfers of animals to other animal rescue organizations are spayed or neutered prior to the transfer if the animals are medically qualified to be surgically sterilized. If the animals are not spayed or neutered prior to any transfer to another animal rescue organization or individual, the Rescue Group who initially received the animals is responsible for providing the required documents verifying the animals have been surgically sterilized.

5. All costs associated with any and all medical services including spay and neuter surgeries are the responsibility of the Rescue group.
6. Indemnification. By accepting possession of any animal from the City, the Rescue Group shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, expert witness fees, reasonable attorney fees and other related costs and expenses, incurred in connection with or in any manner arising out of this Rescue / Adoption Partner Organization Agreement.
7. The Rescue Group agrees that the "Adoption Partner Interest Hold" is a notation on a specific animal's kennel record that a particular Rescue Group has placed their interest on an animal if the animal is not adopted by the public or if it has been determined to be unsuitable for adoption. The City reserves the right to remove a Rescue / Adoption Partner Interest Hold when a determination is made that the animal is too 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, the City will make every attempt to contact the Rescue Group prior to rescinding the hold. The City reserves the right to make a decision based on the best interest of the animal.
8. The Rescue Group agrees to place their interest request for an animal via the web at PetHarbor.com. The City will provide a step by step guideline to the Rescue group on how to place an interest request on lost and available pets at PetHarbor.com.
9. The Rescue Group agrees that animals still in the possession of the City at the Animal Shelter that the adopting public will continue to have the first option to adopt even if the Rescue Group has made a commitment, but the Rescue Group has not taken possession of the requested animal. The Rescue group agrees that placing a pet into a home is always the first and best option for a homeless animal.
10. The Rescue Group's approved representative who has identified an animal they wish to transfer into their Rescue Group shall email a completed ***Pull request form (see attached)*** to: *rescue@moval.org* **no later than 10:00 a.m. PST** on the day the pet becomes available for adoption. Pets that become available for public adoption will be available to the Rescue group after one (1) hour if the pet was not adopted by the public. No animals will be approved or processed after 10:00.a.m. unless the approved representative is on site at the Animal Shelter. All pull requests are to be in written form only unless the approved representative is on site. No pull request will be approved via telephone. All pets that the Rescue group has committed to pull on a given day will identify the pets, single or multiple pets, on one pull request form.
11. The Rescue Group requesting transfer and agreeing to take a specific animal(s) agrees to pick up the animal(s) from the City's Animal Shelter on the agreed time and date within 24 hours of the request. Failure to follow through with the transfer of the animal(s) may result in transferring the animal(s) to another Rescue Group or may result in the humane euthanasia of the animal(s) and may result in the City's denial of transfers to the Rescue Group or any of its representatives.

12. The Rescue Group shall arrange all transportation of the animal(s) no later than 4:00 p.m. so that the best possible customer service can be provided.
13. The Rescue Group must pick up on the same day that the transferred animal(s) are scheduled for alter surgery at the Moreno Valley Animal Clinic between the hours of 2:30 p.m. to 4:00 p.m. and on Wednesdays between 2:00 p.m. to 3:00 p.m. Alter surgeries are not performed on weekends. The Moreno Valley Animal Clinic cannot board altered animals overnight. In cases where any animal(s) are left over night at the Moreno Valley Animal Shelter the Rescue Group is responsible for any and all fees assessed by the Moreno Valley Animal Clinic.
14. The Rescue Group agrees and recognizes that the purpose of a rescue is to place the altered animals in a good adoptive home – warehousing, breeding, or mass kenneling operations, etc., are deemed to be unsuitable placements.
15. The Rescue Group shall provide animals transferred from the City with a healthy, clean, and safe environment and shall provide the animals with necessary and prompt veterinary care, nutrition, and shelter at the Rescue Group’s expense.
16. The Rescue Group agrees and shall maintain accurate records of each animal transferred from the City. Such records shall include information regarding proof of spay/neuter and veterinary care. The City retains the right to inspect and/or request such records for monitoring compliance with State law.
17. The Rescue Group shall encourage the new owner to license animals within the jurisdiction where the owner and animal will reside.
18. The Rescue Group agrees to notify the City of the placement of the transferred animal(s) in a permanent home within 10 days of placement by providing a completed microchip registration form.
19. The Rescue Group shall agree to allow inspections of the animals and housing facilities or foster homes. Such inspections shall be made during reasonable hours at times when the owner or operator of the home/kennel or cattery is present and with such frequency as the City deems appropriate. The inspections may, at the discretion of the City, be made without prior notice to the owner or operator. Willful refusal on the part of the owner or operator to allow such inspections may result in the City terminating this agreement with the Rescue Group.
20. The Rescue Group and their representatives agree to ensure effective customer service and efficiency, by respecting the public’s right to privacy and not to interfere with the conduct of business between the public and City staff while on City property or at a City sponsored event. All Rescue Groups and their representatives agree to conduct themselves in a professional manner at all times while at the City’s Animal Shelter and respect employee only areas.
21. The Rescue Group agrees that they and their representatives will respect and appropriately address at all times and maintain **positive** and open communications, when interacting with City staff and volunteers, either in person, via telephone or email.

22. Online and Social Media. The Rescue Group agrees that they and their representatives will refrain from negative comments or posts on any online or social media platforms regarding the City, City staff, volunteers, board, operations or animals.
23. The Rescue Group acknowledges that no director, operator, staff or animal caregivers of the Rescue Group have been convicted of, found guilty of, or entered a plea of nolo contendere or guilty to, regardless of adjudication, animal cruelty, animal neglect or animal abandonment. The Rescue Group further acknowledges that no director, operator, staff, or animal caregiver of the Rescue Group have had their rights to rescue revoked, suspended or declined by any other jurisdiction for any reason whatsoever.
24. The Rescue Group agrees for the health and safety of the animals during transport all City animals transferred to the Rescue Group **must be transported in plastic crates**. It is the responsibility of the rescue partners' transporter(s) to have enough carriers for your transport. Each crate must be lined with newspaper. All pets must be secured in clean, plastic, **size appropriate** crates. Doors on crates must fasten securely. Make sure that bolts are not missing from the perimeter of the crate. If they are, please fasten the top and the bottom of crate together with heavy duty zip ties. Only one animal allowed per crate, except for puppies/kittens less than 16 weeks old (three puppies/kittens per crate max).
25. City's Animal Shelter is an open-door shelter. The Rescue Group understands that the City's Animal Shelter is a municipal open-door animal shelter that accepts all domestic animals brought to the Moreno Valley Animal Shelter. Therefore, there is constant demand for animal housing space. Housing animals for Rescue Groups past the animals' available dates causes a warehousing situation in which the health of animals is placed in jeopardy. Exceeding the animal shelters capacity for care is unfair to the animals and can lead to disease outbreaks and/or unsanitary conditions. The City cannot approve extended holds on animals for Rescue Groups until it is convenient for them to redeem them.
26. If an animal, even within its initial holding period, is irremediably suffering, the medical staff may authorize euthanasia even if the Rescue Group has previously expressed interest in the animal. Although the City will make every effort to contact the Rescue Group before euthanasia to develop an alternative outcome for the animal, there may be times when such action would place the animal in further jeopardy. In these circumstances, the City reserves the right to euthanize an animal for humane reasons. Alternatively, if there is a possibility that the Rescue Group can affect the immediate transfer of the animal and provide the necessary care, the Rescue Group will be given an opportunity to process an immediate transfer of the animal by means of a foster agreement. In these situations, it is expected that the Rescue Group arrives at the Animal Shelter immediately to redeem the animal.
27. The Rescue Group understands and agrees that failure to comply with any of the terms and Conditions listed herein may result in termination of partnership. The Rescue Group further understands and agrees that the City reserves the right to terminate this Partnership Agreement at any time.

SIGNATURE PAGE TO FOLLOW

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

BY: _____
Animal Services Division Manager

Date

Rescue Group

BY: _____
Title: _____

Date

RESCUE / ADOPTION PARTNER ORGANIZATION INFORMATION			
Organization Name:			
Address: (not a P.O. Box)			
City:		State:	Zip Code:
Telephone:	Cell Phone:		Fax No.:
Email:		Website:	
Organization Representative:			Position:
APPROVED /AUTHORIZED PERSONS TO REMOVE ANIMALS FROM SHELTER			

NAME	ADDRESS	PHONE	CELL	EMAIL
1				
2				
3				
4				
5				
6				

I certify that the above information is true and accurate. I authorize the City of Moreno Valley to contact any person/entity listed here or any related attachments for reference and verification purposes. I understand that approval of the agreement of a Rescue Group organization to serve as a Rescue Group partner with the City is at the sole discretion of the City. Each person listed above must present a driver's license at the time of transfer, and failure to do so will result in denial of pick up.

I hereby represent and warrant that I am duly authorized to execute this agreement on behalf of the organization and do so with full authority.

Signature / Title

Date

Office Use Only:	IRS 501(c)(3) Letter Attached: Y _____ N _____
Agreement: <input type="checkbox"/> Approved <input type="checkbox"/> Declined	
_____ Animal Services Division Manager	_____ Date