

# REGIONAL ANIMAL SHELTER STANDARD OPERATING PROCEDURE

S.O.P. # F-6

SUBJECT: Releasing Agency Guidelines

DATE AMENDED  
December 14, 2015

## I. PURPOSE

The purpose of this directive is to establish standard procedures in accordance with Code of Virginia 3.2-6546, D.1-5 for recognizing and working with Releasing Agencies in the placement of adoptable animals from the Regional Animal Shelter (R.A.S.).

## II. POLICY

It shall be the policy of the R.A.S. to consider on an individual basis whether to accept the assistance of any lawful Releasing Agency in placing certain animals for adoption.

## III. PROCEDURE

- A. A Releasing Agency is defined under the Code of Virginia 3.2-6500 as a “pound, animal shelter, humane society, animal welfare organization, society for the prevention of cruelty to animals, or other similar entity or home-based rescue that releases companion animals for adoption.”
- B. A Releasing Agency seeking to obtain animals from the R.A.S. will be required to submit documentation of their lawful and ethical status as a rescue agency to the R.A.S. Manager. Such documentation shall include any two (2) of the following:
  1. At least one copy of their annual report to the State Veterinarian, if Virginia based.
  2. At least one copy of any similar applicable report to a local or state regulatory agency.
  3. At least one copy of an inspection report from a local animal control agency.

4. A copy of any letter or other endorsement from a national association for their breed of choice showing their affiliation with that organization.
5. A letter of reference from a licensed veterinarian.
6. A copy of the agency's non profit 501 (c) (3) letter of determination from the Internal Revenue Service.

C. All Releasing Agencies will be required to submit the following to the R.A.S. Manager.

1. A copy of their mission statement and bylaws.
2. A copy of their adoption application and contract.
  - a. The adoption contract must conform to all of the provisions pursuant to the adoption of companion animals as specified by Code of Virginia and appropriate Virginia regulations.
  - b. The adoption contract must be acceptable to the R.A.S.
3. A copy of their owner surrender form.
4. A copy of their foster agreement, if applicable.
5. A copy of any informational materials or brochures.
6. A list of the names and addresses for all volunteers or persons authorized to accept and sign for animals on behalf of the Releasing Agency
  - a. Each volunteer or person must not have been convicted of any violation of a statute or ordinance enacted pursuant to cruelty, neglect, or abandonment of animals.
  - b. Each volunteer or person must be acceptable to R.A.S.

D. All non-Virginia based Releasing Agencies shall submit a statement signed by the authorized representative certifying that the organization:

1. Maintains records in accordance with the provisions of the Code of Virginia 3.2-6557.
2. Requires that adopted dogs and cats are sterilized.

3. Has obtained a signed statement from each of its staff members, volunteers, and foster care providers certifying that each has never been convicted of animal cruelty, neglect, or abandonment.
  4. Provides adequate care to all animals in their care and custody as defined in the Code of Virginia 3.2-6503.
  5. Performs humane euthanasia, as necessary, in accordance with the statutes and regulations of the Commonwealth of Virginia.
  6. Purebred rescue Releasing Agencies shall provide documentation that their bylaws and procedures are consistent with any available “best practices” as specified by the national club for the breed they have chosen to rescue. Such practices must be lawful and acceptable to the R.A.S.
- E. The Releasing Agency shall agree to abide by the provisions of this procedure.
- a. R.A.S. agrees to provide a copy of this procedure to the Releasing Agency.
  - b. In the event that revisions to the procedure become necessary, R.A.S. shall advise the Releasing Agency.
1. R.A.S. reserves the right to decide which animals shall be offered for transfer, according to applicable policies, procedures, regulations, ordinances, and statutes.
  2. Although R.A.S. may contact a Releasing Agency to request that the agency accept the transfer of an animal, the decision to seek or accept any transfer shall be the sole provision of the Releasing Agency.
  3. The lawful representative or agent for the Releasing Agency shall sign a letter of understanding from R.A.S. agreeing to the following provisions in obtaining animals from R.A.S.:
    - a. The Releasing Agency who accepts the transfer of any animal from R.A.S. shall be responsible for meeting the lawful requirements of the transfer, maintenance, and disposition of the animal, including but not limited to adequate care, veterinary treatment, adoption as a pet only, and spay/neuter as provided by the Code of Virginia.

- b. No animal transferred from R.A.S. shall leave the custody of the Releasing Agency until such animal has been spayed/neutered. Exceptions shall be permitted for animals that may not undergo surgery due to age or medical condition as documented by a licensed veterinarian.
4. The lawful representative or agent for the Releasing Agency shall be solely responsible for the actions of those persons who sign for and accept animals from R.A.S. on behalf of the Releasing Agency. He/she shall insure that the actions of these persons pursuant to the transfer and disposition of each animal are lawful, ethical, and in compliance with the bylaws and procedures of the Releasing Agency.
5. The Releasing Agency representative who accepts the transfer of an animal from R.A.S. shall be required to present valid identification before any transfer can be done. For the purposes of this section, valid identification shall consist of a driver's license or other identification card bearing a photograph and current address.
6. The Releasing Agency representative who accepts an animal on behalf of the Releasing Agency shall be required to sign a transfer agreement on behalf of the agency, acknowledging receipt of the animal from R.A.S.

#### F. Review and Renewal

1. Not later than February 15th of each calendar year, all Virginia based Releasing Agencies shall submit to R.A.S. a copy of the organization's annual report to the state Veterinarian.
2. Not later than February 15th of each calendar year, all non-Virginia based Releasing Agencies shall submit updated copies of the documents identified under Section III. B. C. and D. of this procedure.
3. R.A.S. reserves the right to refuse to enter into a relationship or to terminate an existing relationship with any Releasing Agency whose members:
  - a. Violate any statute or ordinance enacted pursuant to the care, receiving, transportation, and/or spay/neuter of animals.
  - b. Violate any portion of a transfer agreement for any animal received from R.A.S.
  - c. Fail to abide by any of the provisions of the letter of

understanding.

- d. Fail to provide required copies of reports or documents by February 15th of each calendar year.
4. R.A.S. accepts and understands that a Releasing Agency may terminate their relationship with R.A.S. at any time. However, such termination shall not bar R.A.S. from seeking any lawful recourse regarding a Releasing Agency that has failed to abide by the regulations, ordinances, and statutes enacted pursuant to the placement of companion animals.

## RELEASING AGENCY DOCUMENTS CHECK OFF LIST

Regional Animal Shelter is required by State Law and policy to obtain and maintain copies of certain documents when working with Releasing Agencies. Please provide us with the following.

**Any two** of the following documents:

- Copy of annual report to the State Veterinarian, if Virginia based.
- Copy of similar or applicable report to other local or state regulatory agency.
- Copy of inspection report from local animal control agency.
- Copy of letter of endorsement from national association.
- Copy of letter of reference from licensed veterinarian.
- Copy of 501 (c) (3) letter of determination.

**All** of the following documents are required:

- Copy of mission statement and bylaws.
- Copy of adoption application and contract. Adoption contract must conform to all of the provisions pursuant to the adoption of companion animals as specified by Code of Virginia and appropriate Virginia regulations.
- Copy of owner surrender form.
- Copy of foster agreement form (if foster homes are used).
- Copy of informational materials or brochures.
- List of names and addresses of all persons authorized to accept and sign for animals from Regional Animal Shelter.
- Letter of understanding signed by both the Releasing Agency and the Regional Animal Shelter.

Thank you. The Regional Animal Shelter looks forward to working with your organization.



## RELEASING AGENCY TRANSFER AGREEMENT

Animal Fact Sheet #: \_\_\_\_\_ Date: \_\_\_\_\_

Agency Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Representative Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Species: \_\_\_\_\_ Breed: \_\_\_\_\_ Color: \_\_\_\_\_ Sex: \_\_\_\_\_ Age: \_\_\_\_\_

Innoculations: \_\_\_\_\_ Date: \_\_\_\_\_ Worming: \_\_\_\_\_ Date: \_\_\_\_\_

Other treatments or health info: \_\_\_\_\_

The undersigned representative of the above named agency and the Regional Animal Shelter (R.A.S.) hereby acknowledge that the representative has received the animal described above and hereinafter referred to as "the animal" from R.A.S. The representative agrees on behalf of the agency to the following terms and conditions:

1) The representative attests and affirms by his/her signature below that he/she has never been convicted of animal cruelty, neglect or abandonment.

2) The representative agrees on behalf of the agency that (i) the animal shall be placed by the agency solely as a pet; (ii) STERILIZATION OF THE ANIMAL IS REQUIRED BY TITLE 3.2, CHAPTER 65 OF THE CODE OF VIRGINIA. The representative agrees on behalf of the agency that the agency shall assume full responsibility for compliance with the provisions of 3.2-6503, 3.2-6546, 3.2-6549, 3.2-6550, 3.2-6551 which provide for the care, confinement, release and sterilization of dogs and cats.

3) R.A.S. makes no warranties or representations about the animal, its temperament, health, condition, or suitability for adoption. The representative agrees, on behalf of the agency, to indemnify, defend, and hold R.A.S., King William County and Kind & Queen County harmless for any costs, claim, liability, damage, or injury of any nature, present or future, that may occur as a result of accepting the animal.

4) R.A.S. acknowledges that the agency may return the animal to R.A.S.

Agency Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

R.A.S. Agent Signature \_\_\_\_\_ Date \_\_\_\_\_