

DRAFT

**Cooperative Agreement
Between
Presidio Trust
and
San Francisco Department of Animal Care and Control
for
Animal Control**

This Cooperative Agreement (**Agreement**) is entered into by and between the Presidio Trust, a wholly-owned United States government corporation (**Trust**) and the San Francisco Department of Animal Care and Control (**SFACC**) (each hereinafter referred to individually as a **Party** and collectively referred to as **Parties**) for the provision of animal control and welfare, and control within the area of the Presidio of San Francisco under the administration of the Trust (Presidio Area B).

ARTICLE I. BACKGROUND AND OBJECTIVES

WHEREAS, the Trust administers **Area B** of the Presidio of San Francisco (**Presidio**), within the boundaries of the Golden Gate National Recreation Area (**GGNRA**), and the National Park Service (**NPS**) administers **Area A** of the Presidio within the boundaries of GGNRA (see attached map as Exhibit A);

WHEREAS, SFACC is a department under the jurisdiction of the Office of the City Administrator of the City and County of San Francisco and the local agency that provides housing, care, and medical treatment to wild, exotic and domestic stray, lost, abandoned, sick, injured, and surrendered animals;

WHEREAS, the Trust needs assistance with impounding animals under various circumstances within the Presidio as set forth in this Agreement;

WHEREAS, the Parties mutually desire that animals within the Presidio that need to be impounded, transported and housed are treated in a humane fashion. Neither the Trust nor the U.S. Park Police, the law enforcement authority for Area B, has the facilities to house impounded animals;

WHEREAS, SFACC is willing to provide the services of impounding, transporting, and housing animals originating in Area B and to perform other services as set out in this Agreement;

WHEREAS, the Trust is authorized to enter into this Agreement by the Presidio Trust Act, as amended (16 U.S.C. § 460bb appendix);

WHEREAS, the SFACC is authorized to enter into this Agreement by the Board of Supervisors by resolution number _____; and

NOW THEREFORE, in consideration of the above, and in order to achieve the desired common objectives, the Parties mutually agree and understand the following:

ARTICLE II. APPLICABILITY, SCOPE, AND TERM

This Agreement applies to activities and operations performed within Area B of the Presidio in accordance with this Agreement and any Project Statements (as defined below) issued hereafter.

The Term of this agreement will begin on **July 1, 2025** (the **Effective Date**), and expire on **July 1, 2030** (the **Term**). The Parties have the option to extend the term for a period of five additional years, by mutual agreement and in writing. Extensions may be for the whole or partial period provided for above. In the event such extension rights are exercised, all terms and conditions, requirements and specifications of the Agreement shall remain the same and apply during the renewal term.

Any Party may terminate this Agreement by giving written notice of termination to the other Party, which will specify the effective date thereof. Notice of termination under this article will be given at least 90 days before the effective date of termination. If the Trust requests termination, SFACC will be reimbursed for all reasonable, unreimbursed costs incurred in connection with the Agreement up to the termination date.

ARTICLE III. OBJECTIVES AND RESPONSIBILITIES

- A. Legal Compliance. The Parties agree to conduct their activities and operations associated with this Agreement in compliance with all applicable laws, regulations, and the terms of this Agreement. Additionally, SFACC will conduct its activities in accordance with its approved policies and procedures.
- B. Meetings. The Parties agree to conduct annual meetings (and other meetings upon the request of the Parties) to review activities and operations related to this Agreement. At least 14 days prior to each meeting, each Party will provide agenda items for the meeting. As outlined in Article VI, modifications to the terms of this Agreement only may be made by a written instrument executed by all Parties.
- C. SFACC Obligations. SFACC agrees to:
 - 1. At the request of the Trust Duty Officer or by the U.S. Park Police, seize or impound animals within the Presidio Area B that have been identified by the Trust or U.S. Park Police to be seized or impounded. "Animal" shall mean and include any bird, mammal, reptile, or other creature. Circumstances where animals may be impounded include, but are not limited to, dogs running-at-large or animals who are the subject of any other violation of laws; animals that pose a threat to humans, wildlife, or resources within the Presidio Area B; and animals whose owners cannot be located or cannot, in the opinion of the Trust or the U.S. Park Police, care for the animals. SFACC will not respond to calls to enforce the Trust regulations governing animals on leash.

2. At the request of persons authorized by the Trust or the U.S. Park Police, capture and remove injured or trapped wildlife within Presidio Area B.
3. At the request of the Trust Duty Officer or by the U.S. Park Police, provide advice to Trust or U.S. Park Police on identifying and handling possible neglect or abuse of animals in Presidio Area B.
4. At the request of the Trust Duty Officer or by the U.S. Park Police, provide assistance in connection with the enforcement and hearing of vicious and dangerous dog proceedings conducted at the request for dogs in Presidio Area B.
5. Transport and provide adequate housing, feed, and medically-necessary veterinarian services to the impounded animals.
6. Notify the animal owner, if known, that SFACC has custody of their animal and provide the owner information on retrieval, process, and cost.
7. Keep any seized or impounded animals in accordance with local and state law.
8. Only release any seized or impounded animal(s) to the known owner after the owner has paid reasonable fees for kennel or boarding costs, feed, veterinary fees and transportation costs and met any additional conditions set by the Trust or the USPP for the release. SFACC may release impounded or seized animals to the known owner without paying the costs under conditions agreed to by the Parties in writing.
9. Obtain and maintain in good standing any and all licenses and permits required for conducting any activities and operations under this Agreement.
10. Submit to the Trust quarterly invoicing for payment including such accounting documentation as the Trust may require.
11. Before responding to calls for assistance not initiated by the U.S. Park Police or the Trust Duty Officer, coordinate the response with U.S. Park Police and notify the Trust Duty Officer. The Trust will not reimburse SFACC for costs related to impoundment or seizures not authorized by the Trust Duty Officer or U.S. Park Police unless related to emergency situations including but not limited to the response to aggressive, or sick or injured animals, or the removal of deceased animals within Area B.
12. Coordinate with the U.S. Park Police whenever a situation warrants issuance of a citation in violation of California Penal Code Sections 597-600. The U.S. Park Police have the exclusive authority to issue citations in the Presidio Area B. California Penal Code violations may qualify as assimilated crimes, in accordance with 18 U.S.C. § 13.

D. Trust Obligations. The Trust agrees to:

1. Submit a case incident report or a police report to SFACC (see Exhibit B) for each request to seize and impound animals within Presidio Area B that provides relevant information as to the circumstances of the request. In the case of animal impoundment, the name of the animal owner and contact information will be provided in the report, if known.
2. Pay SFACC for time expended and costs incurred in connection with the services provided under this Agreement, provided that SFACC prepares an invoice itemizing the same at costs consistent with its fee estimate (\$64.11 per hour). With respect to costs related to impoundment of an animal, the Trust agrees to pay the amounts charged but not reimbursed by pet owners for reasonable fees for kennel or boarding costs, feed, veterinary fees and transportation costs for animals impounded within the Presidio.
3. The Trust Duty Officer is authorized to request that SFACC seize and impound pets, animals and/or wildlife.

Trust Duty Officer
(415) 850-6092
dutyofficer@presidiotrust.gov
Presidio Trust
1750 Lincoln Blvd
San Francisco, CA 94129-0052

4. Pay invoices submitted by SFACC within 60 days of receipt.
5. The Trust shall make payments to SFACC by Electronic Funds Transfer through an Automated Clearing House.
6. An invoice, to be considered proper, must contain and correctly state all of the following:
 - a) SFACC name and address;
 - b) Invoice Number;
 - c) Invoice Date;
 - d) Date of service(s)
 - e) Description of each service sufficient for the Trust to confirm each incident.

ARTICLE IV. KEY OFFICIALS, NOTICE, & COMMUNICATION

A. Notices and other communications pursuant to this Agreement shall be provided to the following Key Officials for each Party:

1. The Trust:

Chief Park Officer
415-906-9540
Presidio Trust
1750 Lincoln Blvd
San Francisco, CA 94129-0052

2. SFACC:

Virginia Donohue
Executive Director
415-554-6364
1419 Bryant Street
San Francisco, CA 94103

- B. Each Party shall provide written notice to the other Parties within 30 days if they change a Key Official.

ARTICLE V. LIABILITY; INDEMNITY; INSURANCE

A. Liability. Each Party shall exercise due care in conducting its duties under this Agreement. The Trust shall only be responsible, to the extent allowed by the Federal Tort Claims Act, 28 U.S.C. §1346 et seq., for claims against the United States for injury or loss of property, or personal injury or death resulting from the negligent or wrongful act or omission of its respective employees while acting within the scope of their employment and within the scope of this Agreement. No suit for money or damages may be brought against the City until a written claim therefor has been presented to and rejected by the City in conformity with the provisions of San Francisco Administrative Code Chapter 10 and California Government Code Section 900, et seq. Nothing set forth in this Agreement shall operate to toll, waive or excuse Contractor's compliance with the Government Code Claim requirements set forth in Administrative Code Chapter 10 and Government Code Section 900, et seq. Nothing in this Agreement constitutes any assumption of liability or agreement by any Party to indemnify another Party for third-party claims which may arise in connection with this Agreement.

B. Indemnity. Each party agrees that it shall not be required to indemnify, defend, or hold harmless the other party, its officers, employees and agents under this Agreement. All liabilities, losses, or claims arising under or related to this Agreement shall be borne by the party incurring such liability, loss, or claim, and no party shall have any obligation to compensate or reimburse the other party for any such matters.

C. Insurance. Each Party shall maintain commercial insurance and/or self-insurance

coverage that covers its activities under this Agreement. Commercial insurance and/or self-insurance limits, if any, are in no means intended to limit a Party's liability for claims or damages arising from that Party's performance or non-performance under the Agreement.

ARTICLE VI. MISCELLANEOUS TERMS AND CONDITIONS

- A. Records. **The provisions of this paragraph do not apply to records protected under the Privacy Act of 1974, 5 U.S.C. § 552a.** The Trust understands and agrees that the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67) and the State Public Records Law (Gov't Code Section 6250 et seq.) may apply to all records, information, and materials submitted to SFACC in connection with this Agreement. Accordingly, all such records, information and materials may be subject to public disclosure in accordance with the San Francisco Sunshine Ordinance and the State Public Records Law. The Trust hereby authorizes the SFACC to disclose any records, information, and materials submitted to the SFACC in connection with this Agreement if required to be disclosed under these laws. Likewise, SFACC understands and agrees that the Freedom of Information Act (FOIA), 5 USC § 552 (as amended) and the Trust's FOIA regulations at 36 CFR § 1007.2 may apply to all records, information, and materials submitted to the Trust in connection with this Agreement. Accordingly, all such records, information, and materials may be subject to public disclosure in accordance with FOIA and the Trust's FOIA regulations. SFACC hereby authorizes the Trust to disclose any records, information, and materials submitted to them in connection with this Agreement if required to be disclosed under federal law.
- B. No Waiver. No provision of this Agreement will be deemed waived by any Party unless expressly waived in writing signed by the waiving Party. No waiver will be implied by delay or any other act or omission of any Party. No waiver by any Party of any provision of this Agreement will be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and any Parties' consent or approval respecting any action will not constitute a waiver of the requirement for obtaining the Parties' consent or approval respecting any subsequent action.
- C. Entire Agreement. This Agreement contains all the terms and provisions among the Parties with respect to this Agreement. No prior or contemporaneous agreement or understanding pertaining to the same will be of any force or effect.
- D. Amendment of Agreement. No modification, rescission, waiver, release, or amendment of any provision of this Agreement, or any Exhibits, will be made except by a written agreement executed by each of the Parties.
- E. Antideficiency Act. Nothing contained in this Agreement will be construed as binding the United States or the Trust to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this

Agreement for the fiscal year, or to involve the United States or the Trust in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations, or to otherwise contravene the requirements of the Antideficiency Act, 31 U.S.C. § 1341.

- F. No Third Party Beneficiaries. This Agreement will not, nor be deemed to, confer upon any person or entity, other than the Parties, any right or interest, including without limitation any third-party beneficiary status or any right to enforce any provision of this Agreement.
- G. Applicable Law; Jurisdiction; Venue. The applicable law of the United States will govern the validity, construction and effect of this Agreement. The SFACC consents to exclusive personal and subject matter jurisdiction in the United States District Court for the Northern District of California, San Francisco Division, and waives any claim that such court is not a convenient forum.
- H. No Partnership or Joint Venture. The United States nor the Trust are not for any purpose a partner or joint venturer of the SFACC, being mere contractor parties pursuant to the terms and conditions of this Agreement. The United States nor the Trust will not, under any circumstances, be responsible or obligated for any losses or liabilities of the SFACC.
- I. Disputes. The Key Officials will meet and confer in good faith to resolve any dispute arising under this Agreement. If the Key Officials or their designees cannot resolve any dispute arising under this Agreement, any Party may request in writing a meeting to resolve the dispute with the following designated individuals or their designated representative for each Party:
1. Trust:
Chief Park Officer
Presidio Trust
1750 Lincoln Blvd
San Francisco, CA 94129-0052
 2. SFACC:

Virginia Donohue
Executive Director
415-554-6364
1419 Bryant Street
San Francisco, CA 94103

The Parties shall document in writing the resolution of the dispute. Any resolution modifying a term of this Agreement must be in accordance with Article III.

- J. Authority. The individuals signing below each represent that they are authorized to enter

this Agreement on behalf of their respective organizations.

ARTICLE VII. AUTHORIZED SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

Presidio Trust

By: _____
Jean Fraser,
Chief Executive Officer and President

Date: _____

San Francisco Animal Care and Control

By: _____
Virginia Donohue
Executive Director

Date: _____

Exhibit A

Area B Map



Exhibit B

Case Incident Report Template



VIRGINIA DONOHUE
EXECUTIVE DIRECTOR

**U.S. Park Police
Crimes Against Animals Arrest Report / SFACC**

Arresting Officer / Badge:

Phone/Email:

USPP Incident Number:

Reason for Arrest: _____ Intentional Abuse Code: _____
_____ Criminal Neglect Code: _____
_____ Other: _____
_____ Pending Investigation

Suspect

Name:

Address:

Phone:

Date of Birth:

ID:

Animal(s)

Description (species, breed, age, color, sex, name):

1419 Bryant Street
San Francisco, CA 94103
(415) 554-6364
FAX (415) 864-2866
TDD (628) 652-8870
www.sfanimalcare.org

Incident Location:

[illegible]

Charges: _____