



BOARD OF ANIMAL SERVICES COMMISSIONERS
CITY OF LOS ANGELES
Tuesday, March 26, 2013
10:00 A.M.

**Los Angeles City Hall
200 North Spring Street
Room 1060
Los Angeles, California 90012**

LISA McCURDY
President

JIM JENSVOLD
TARIQ A. KHERO
MAGGIE NEILSON
ALANA YAÑEZ

Sign language interpreters, assistive listening devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting you wish to attend. For information please call (213) 482-9501.

Si requiere servicios de traduccion, favor de notificar la oficina con 24 horas por anticipado.

COMMISSION MEETING

1. PUBLIC COMMENT PERIOD - (Comments from the public on items of public interest within the Board's subject matter jurisdiction and on items not on the Agenda.)

Public Comments: The Brown Act prohibits the Board and staff from responding to the speakers' comments. Some of the matters raised in public comment may appear on a future agenda.

2. COMMISSION BUSINESS

A. Approval of the Minutes for the Meetings of March 26, 2013.

3. DISCUSSION ITEMS

- A. Discussion Item: Trust Fund Balances for the Animal Welfare Trust Fund (Fund 859), and the Spay and Neuter Trust Fund (Funds 543 and 842). (Continued from the Board Meeting of February 26, 2013).
- B. Amended Changes To The "New Hope" Program's (Continued from the Board Meeting of February 26, 2013).

Discussion of the proposed changes to the New Hope program's policies.

4. BOARD REPORTS

- A Acceptance Of American Society For The Prevention Of Cruelty To Animals Grant For Spay/Neuter, Vaccination And Microchips For Low Income Residents.

The Department of Animal Services (Department) seeks approval to execute a Memorandum of Understanding (MOU) with and accept a \$50,000 grant award from the American society for the Prevention of Cruelty to Animals (ASPCA) for the period December 2, 2012 through December 1, 2013.

5. ORAL REPORT OF THE GENERAL MANAGER

6. BOARD AVAILABILITY FOR THE MEETING OF April 9, 2013

7. ADJOURNMENT

Next Commission Meeting is scheduled for 10:00 A.M. April 9, 2013, Los Angeles City Hall, 200 North Spring Street, Room 1060, in Los Angeles, CA 90012.

AGENDAS - The Board of Animal Services Commissioners (Board) meets regularly every second (2nd) and fourth (4th) Tuesday of each month at 10:00 A.M. Regular Meetings are held at City Hall, 200 North Spring Street, Room 1060, in Los Angeles, CA 90012. The agendas for Board meetings contain a brief general description of those items to be considered at the meetings. Board Agendas are available at the Department of Animal Services (Department), Administrative Division, 221 North Figueroa Street, 5th Floor, Los Angeles, CA 90012. Board Agendas may also be viewed on the 2nd floor Public Bulletin Board in City Hall East, 200 North Main Street, Los Angeles, CA 90012. Internet users may also access copies of present and prior agenda items, copies of the Board Calendar, MP-3 audio files of meetings as well as electronic copies of approved minutes on the Department's World Wide Web Home Page site at <http://www.laanimalservices.com/CommissionAgendas.htm>

Three (3) members of the Board constitute a quorum for the transaction of business. Some items on the Agenda may be approved without any discussion.

The Board Secretary will announce the items to be considered by the Board. The

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Board will hear the presentation on the topic and gather additional information from Department Staff. Once presentations have finished, the Board President will ask if any Board Member or member of the public wishes to speak on one or more of these items. Each speaker called before the Commission will have one (1) minute to express their comments and concerns on matters placed on the agenda.

PUBLIC INPUT AT BOARD MEETINGS – Public Participation on Agenda Items.

Members of the public will have an opportunity to address the Board on agenda items after the item is called and before the Board takes action on the item, unless the opportunity for public participation on the item was previously provided to all interested members of the public at a public meeting of a Committee of the Board and the item has not substantially changed since the Committee heard the item. When speaking to an agenda item other than during Public Comment (see Public Comment below), the speaker shall limit his or her comments to the specific item under consideration (California Government Code, Section 54954.3).

Public Comment. The Board will provide an opportunity for public comment at every regular meeting of the Board. Members of the public may address the Board on any items within the subject matter jurisdiction of the Board as part of Public Comment.

Speaker Cards. Members of the public wishing to speak are to fill out one speaker card for each agenda item on which they wish to speak and present it to the Board secretary before the item is called.

Time Limit for Speakers. Speakers addressing the Board will be limited to one (1) minute of speaking time for each agenda item except in public comment which is limited to three (3) minutes. The Chairperson, with the approval of a majority of the Board, may for good cause extend any speaker's time by increments of up to one (1) minute. Total speaker time on any agenda item will be limited to ten (10) minutes per item and fifteen (15) minutes for Public Comment, unless extended as above.

Brown Act. These rules shall be interpreted in a manner that is consistent with the Ralph M. Brown Act, California Government Code Section § 54950 et seq.

STANDARDS OF CONDUCT. Speakers are expected to behave in an orderly manner and to refrain from personal attacks or use of profanity or language that may incite violence.

All persons present at Board meetings are expected to behave in an orderly manner and to refrain from disrupting the meeting, interfering with the rights of others to address the Board and/or interfering with the conduct of business by the Board.

In the event that any speaker does not comply with the foregoing requirements, or if a speaker does not address the specific item under consideration, the speaker may be ruled out of order, their speaking time forfeited and the Chairperson may call upon the next speaker.

The Board, by majority vote, may order the removal from the meeting of any speaker or audience member continuing to behave in a disruptive manner after being warned by the Chairperson regarding their behavior. Section 403 of the California Penal Code states as follows: "Every person who, without authority of law, willfully disturbs or breaks up any assembly or meeting that is not unlawful in its character, other than an assembly or meeting referred to in Section 302 of the Penal Code or Section 18340 of the Elections Code, is guilty of a misdemeanor".

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VOTING AND DISPOSITION OF ITEMS – Most items require a majority vote of the entire membership of the Board (3 members). When debate on an item is completed, the Board President will instruct the Secretary to "call the roll". Every member present must vote for or against each item; abstentions are not permitted unless there is a Conflict of Interest for which the Board member is obliged to abstain from voting. The Secretary will announce the votes on each item. Any member of the Board may move to "reconsider" any vote on any item on the agenda, except to adjourn, suspend the Rules, or where an intervening event has deprived the Board of jurisdiction, providing that said member originally voted on the prevailing side of the item. The motion to "reconsider" shall only be in order once during the meeting, and once during the next regular meeting. The member requesting reconsideration shall identify for all members present the Agenda number and subject matter previously voted upon. A motion to reconsider is not debatable and shall require an affirmative vote of three members of the Board.

When the Board has failed by sufficient votes to approve or reject an item, and has not lost jurisdiction over the matter, or has not caused it to be continued beyond the next regular meeting, the issue is again placed on the next agenda for the following meeting for the purpose of allowing the Board to again vote on the matter.



GRANT AGREEMENT REFERENCE:

NAME: City of Los Angeles - Department of Animal Services
PROJECT: Spay/Neuter, Vaccination and Microchips for Low Income Residents' Dogs and Cats
AMOUNT: \$50,000.00
GRANT NUMBER: 2012-1779
GRANT TERM: November 2, 2012 - November 2, 2013
ASPCA GRANT OFFICER: Jill Buckley, Esq.

GRANT ACCOUNT LOGIN: https://www.grantrequest.com/SID_900?SA=AM

November 2, 2012

Ms. Brenda Barnette
City of Los Angeles - Department of Animal Services
201 N. Figueroa Street, Suite 500
Los Angeles, CA 90012

Dear Ms. Barnette,

The American Society for the Prevention of Cruelty to Animals (the "ASPCA") is deeply honored to be able to grant to City of Los Angeles - Department of Animal Services (the "Grantee," and together with the ASPCA, the "parties" and each a "party") the amount of \$50,000.00 (the "Grant"). These funds are designated for the purpose set forth below and as outlined in your grant request and as further described in this agreement (this "Agreement") and, if applicable, its amendments: Spay/Neuter, Vaccination and Microchips for Low Income Residents' Dogs and Cats (the "Project").

Unless otherwise noted in the payment schedule below, the ASPCA shall pay the grant to the Grantee approximately two to six weeks following receipt of two signed original contracts, including all pages. By endorsing and depositing the Grant check, you represent and warrant that Grantee will meet the obligations specified in this Agreement.

Intending to be legally bound and in consideration of the Grant provided to the Grantee and the desire of the Grantee to conduct the Project, the parties hereby agree to the following terms and conditions as of the first date listed above (the "Effective Date"):

1. Grantee Requirements.

Type	Notes	Schedule Date
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Signed Contract		December 2, 2012
Grant Recognition		February 2, 2013
Progress Report		May 2, 2013
Final Report		November 2, 2013
Financial Report/Receipts		November 2, 2013
Photographs		November 2, 2013
Press Information		November 2, 2013

The Grantee shall communicate with Jill Buckley, Esq. (jill.buckley@aspcapro.org) (the “ASPCA Grant Officer”) according to the schedule and additional instructions (if applicable) to review and evaluate the use of the Grant funds. **Requirements must be submitted through your ASPCA Grants account at: https://www.grantrequest.com/SID_900?SA=AM**

An explanation of additional grant requirements you may be asked to fulfill are described in Schedule 1 and on our website at <http://www.aspcapro.org/grant-reporting-requirements.php>

You are required to provide additional information relating to this Grant upon the ASPCA's request. Such additional information may include but is not limited to: receipts (up to three years after the Grant end date), photographs, and press information. In addition, you are required to provide access to the ASPCA upon the ASPCA's request so that the ASPCA may conduct a site visit of your location(s) during standard business hours, or at a day and time mutually agreed upon by the ASPCA and the Grantee. The ASPCA will provide you with reasonable notice of any such request unless otherwise mutually agreed upon.

You may submit requirements upon completion at any point during the grant term. Organizations that fail to submit required documentation in a timely manner may jeopardize future grants and/or grant payments. Should you need a due date extension, please forward your request, prior to the due date, to jill.buckley@aspcapro.org with the requirement type (e.g. Final Report, Financial Report, etc.), an explanation for your request (including the reason for the anticipated delay) and your preferred new due date.

2. Use of Grant Funds. The ASPCA shall pay the Grant to the Grantee according to the following schedule:

Payment Number	Total # of Payments	Approximate Schedule Date	Amount
1	1	December 2, 2012	\$50,000

Please note that payment is contingent upon our receipt of two complete sets of signed documents, including all pages of the Agreement and original signatures on each copy of the Agreement, from you. The ASPCA will not advance Grant funds until all required documents have been received and reviewed. Please return the two originally executed agreements as soon as possible in order to expedite payment.

The Project shall consist of the activities outlined in the Grant request submitted to the ASPCA (“Spay/Neuter, Vaccination and Microchips for Low Income Residents' Dogs and Cats”). The Project shall also include the following: .

The Grantee acknowledges and agrees that the grant shall be used exclusively for costs incurred directly in connection with the Project and as set forth in this Agreement, and that failure to do so will result in the Grantee having to return the grant to the ASPCA within ten (10) days of the ASPCA’s request to do so.

The Grantee hereby grants to the ASPCA a license to use the Grantee’s name and trademarks on materials directly related to the activities of the Project and/or the Grant. The Grantee Key Contact is Ms. Brenda Barnette (the “Grantee Key Contact”), and the Grantee Key Contact shall communicate with Jill Buckley, Esq. (jill.buckley@aspca.org) monthly to review and evaluate the progress of the Project.

3. Acknowledgment of ASPCA Support. In consideration of the grant, the Grantee shall publicly acknowledge that the Project was made possible through a generous grant from the ASPCA and shall reference the ASPCA in all “Project Materials.” “Project Materials” shall include, but not be limited to, all copy, script, text, graphics, photographs, video, audio, promotional and advertising materials, and all other editorial matter(s) or press releases relating to the Project. The Grantee shall submit the Project Materials for review and approval by the ASPCA Grant Officer prior to its inclusion in any materials prepared and intended to be distributed regarding the activities of the Project. No changes on the approved version of any Project Materials shall be instituted by the Grantee without the prior written approval of the ASPCA Grant Officer. The ASPCA hereby grants to the Grantee a license to use the ASPCA Trademarks on materials directly related to the activities of the Project. “ASPCA Trademarks” are: “ASPCA®”, which must always appear in PMS 422 and 021, unless used in materials that are completely black and white in nature, in which case it may appear in black; and “The American Society for the Prevention of Cruelty to Animals®”. The ASPCA has the right in its sole discretion to require the Grantee to remove all references to the ASPCA’s involvement if the ASPCA determines that the Grantee is not fulfilling its obligations under this Agreement or if for any other reason the ASPCA determines that it is no longer in the ASPCA’s best interest to be referenced in such manner.

Two jpegs of the ASPCA logo are embedded below for your cut-and-paste use on your website or other collateral. Instructions regarding links to the ASPCA’s website can be found at this URL: www.aspc.org/about-us/legal-information/link-to-us.html. Link banners can be found via this URL: <http://www.aspc.org/about-us/free-aspc-stuff/free-link-banners.html>.

For assistance regarding recognition of your Grant, including press releases, advisories, or general media outreach, please contact the ASPCA’s Media Department at press@aspca.org. A suggested press release template is provided as Schedule 2 as a helpful guide.

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4. Records. The Grantee will keep accurate books and records with respect to the grant in accordance with generally accepted accounting principles and business practices. The Grantee will maintain its books and records in such a manner that the receipts and expenditures of the Grant funds will be shown separately on such books and records in any easily checked form. The Grantee will keep records of receipts and expenditures made of Grant funds as well as copies of the reports submitted to the ASPCA and supporting documentation for at least three years after completion of the use of the Grant funds, and will furnish or make available such books, records, and supporting documentation to the ASPCA for inspection at reasonable times from the time of the Grantee's acceptance of the Grant through such period.

5. Maintenance of Tax-Exempt Status. In carrying out the Project, the Grantee shall comply with all applicable federal, state and local laws and regulations. If the Grantee is a 501(c)(3) organization, the Grantee certifies that it is in good standing with the Internal Revenue Service and shall notify the ASPCA immediately of any change in, or challenge by the Internal Revenue Service to, its status as a 501(c)(3) tax-exempt organization.

6. Termination. The ASPCA may, in its sole discretion (i) withhold payment of funds until in its opinion the situation has been corrected or (ii) declare the Grant terminated in any of the following circumstances:

- (a) If, as the result of the consideration of reports and information submitted to it by the Grantee or from other sources, the ASPCA, in its sole discretion, determines that continuation of the Project is not reasonably in furtherance of the ASPCA's mission to provide effective means for the prevention of cruelty to animals throughout the United States (the "ASPCA Mission") or that the Project is not being executed in substantial compliance with the grant request (or work plan as revised) or that the Grantee is incapable of satisfactorily completing the work of the Project;
- (b) In the case of any violation by the Grantee of the terms and conditions of this Agreement;
- (c) In the event of any change in, or challenge by the Internal Revenue Service to, the Grantee's status as a 501(c)(3) tax-exempt organization if applicable; or

- (d) If it is revealed that, during the Project, the Grantee is or was involved in any activity or makes any statement disparaging of, or reflecting unfavorably upon the ASPCA, tarnishes the reputation of the ASPCA or is not in alignment with the ASPCA Mission.

If the ASPCA terminates the Grant, it shall so notify the Grantee, whereupon it, if so requested by the ASPCA, shall promptly refund and pay back to the ASPCA any unexpended balance of the Grant funds in the Grantee's hands or under its control.

Upon completion of the Project or termination of this Agreement for any reason, the ASPCA will withhold any further payments of Grant funds and the Grantee shall, at the option of the ASPCA, repay to the ASPCA any portion of the Grant funds that were not spent for the Project. All such determinations by the ASPCA under this Section 6 will be final, binding and conclusive upon the Grantee.

7. Future Funding. The Grantee acknowledges that the ASPCA and its representatives have made no actual or implied promise of funding except for the amounts specified in this Agreement. If any of the Grant funds are returned or if the Grant is rescinded, the Grantee acknowledges that the ASPCA will have no further obligation to the Grantee in connection with this Grant as a result of such return or rescission.

8. Modification. No amendment or modification of this Agreement shall be valid, unless made in writing and duly executed by the parties hereto.

9. Miscellaneous. This Agreement is intended to be binding upon the Grantee and the ASPCA. This Agreement represents the final agreement between the parties with respect to the subject matter hereto, and supersedes any and all prior agreements, written or oral, between the parties with respect to the matters contained herein. This Agreement is not intended to, nor shall it be deemed to create, any partnership or joint venture between the Grantee and the ASPCA. This Agreement shall be interpreted, governed by and construed in accordance with the internal laws of the State of New York, without regard to the conflict of laws principles thereof. The parties hereto acknowledge and consent to personal jurisdiction and venue exclusively in New York, New York with respect to any action or proceeding brought in connection with this Agreement. This Agreement may be executed by the parties hereto in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which shall constitute together the same document.

If the terms and conditions of this Agreement are acceptable, please sign this Agreement and return it to us. By signing this Agreement, you represent and warrant that you are capable of binding the Grantee to the terms set forth in this Agreement.

SIGNATURE PAGE BELOW

Sincerely,

THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

Julie Morris
Senior Vice President
Community Outreach

OR

Matt Bershadker
Senior Vice President
Anti-Cruelty Group

OR

Melissa Norden
Senior Vice President
Chief of Staff

OR

Michael Barrett
Vice President
Grants Management

OR

Adam Liebling
Director of Grants Compliance
Grants Management

ACCEPTED AND AGREED:

City of Los Angeles - Department of Animal Services

By (signature of CEO/President/Director): Brenda F. Barnett

Name: Brenda F. Barnett

Title: President/CEO/Executive Director (circle one or add actual title after name)

Schedule 1: Grant Reporting Requirements

We require ASPCA grantees to fulfill a variety of requirements based on the grant size and purpose. We make every effort to minimize the reporting burden on grantees while employing best practices in all of our grants programs.

Please follow these guidelines when submitting requirements:

- Submit ALL requirements online by logging into your [ASPCA Grant Account](https://www.grantrequest.com/SID_900?SA=AM) at **https://www.grantrequest.com/SID_900?SA=AM**
- Please adhere to the due dates – you may submit fulfilled requirements at any point during the grant term. Should you need extra time to submit any particular requirement, please contact the ASPCA Contact on your award letter prior to the due date with 1) a request for a due date extension, 2) the preferred due date and 3) an explanation for the request.

Grantees will be asked to submit some or all of the following requirements:

- *Acknowledgement of Agreement* – all grant awards in the amount of \$5,000 or less must be acknowledged online as your official indication that you intend to use the funds as instructed in the grant agreement and be bound by all terms and conditions set forth in the grant agreement.
- *Final Report* – indication of results/outcomes and an analysis of your project plus an estimation or exact indication, if measurable, of the number of animals impacted by the grant.
- *Financial Report* – a comprehensive list of expenditures for which grant money is/has been used (typically best submitted in a spreadsheet). Financial Reports for projects that produce accurate, easily measurable outputs, such as targeted spay/neuter programs, should identify the cost per animal as part of a detailed report on the project.
- *Grant Recognition Report* – press releases, photos, clips or links showing recognition of the ASPCA's grant for your project. Please note that a grant does not imply endorsement, certification or approval of your organization and its activities nor does it imply affiliation with the ASPCA.
- *Photos* – Generally, we ask for photos that show pictorial evidence of the intended use of funds; we may also ask for photos associated with human interest stories for promotional purposes.
- *Press Information* – links to or uploads of press stories or anecdotal information that could be used for promotional purposes including human interest stories with accompanying photos.
- *Progress Report* – an interim report designed to inform your grant officer on the status of the project.
- *Receipts* – receipts or invoices for expenditures made with grant funds.
- *Signed Amendment* – occasionally a term of the grant agreement, such as the purpose or amount of a grant, will change during the grant term. Grants that exceed \$5,000 require a signed amendment.
- *Signed Contract* – payments of all grant awards that exceed \$5,000 are contingent upon your submission of two signed contracts mailed to ASPCA, Attn: Grants Department, 520 8th Avenue, 7th Floor, New York, NY 10018
- *Site Visit* – indicates that a grant officer wishes to make a physical site visit of your facility during the grant term, sometimes as a condition of payment or to provide your organization with additional non-cash outreach and resources.

**BOARD OF
ANIMAL SERVICES
COMMISSIONERS**

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CALIFORNIA



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MAYOR

DEPARTMENT OF
ANIMAL SERVICES
221 North Figueroa Street
5th Floor
Los Angeles, CA 90012
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FAX (213) 482-9511

BRENDA F. BARNETTE
General Manager

JOHN CHAVEZ
Assistant General Manager

Report to the Board of Animal Services Commissioners
Brenda Barnette, General Manager

COMMISSION MEETING DATE: March 26, 2013 **PREPARED BY:** Ross Pool

REPORT DATE: March 19, 2013 **TITLE:** Management Analyst II

**SUBJECT: ACCEPTANCE OF AMERICAN SOCIETY FOR THE PREVENTION OF
CRUELTY TO ANIMALS GRANT FOR SPAY/NEUTER, VACCINATION
AND MICROCHIPS FOR LOW INCOME RESIDENTS**

SUMMARY

The Department of Animal Services (Department) seeks approval to execute a Memorandum of Understanding (MOU) with and accept a \$50,000 grant award from the American society for the Prevention of Cruelty to Animals (ASPCA) for the period December 2, 2012 through December 1, 2013.

BOARD ACTIONS RECOMMENDED:

That the Board, subject to the approval of the Mayor and Council:

1. Authorize the General Manager of the Animal Services Department, or her designee, to:
 - a. Accept the American Society for the Prevention of Cruelty to Animals (ASPCA) grant funds in the amount of \$50,000 for the spay/neuter, vaccination and microchips for dogs and cats of low income City residents. The grant period is December 2, 2012 to December 1, 2013;
 - b. Execute the Grant Memorandum of Understanding (MOU) with the ASPCA on behalf of the City and submit all necessary documents relative to the grant award, subject to the approval of the City Attorney as to form and legality;

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2. Authorize the Animal Services Department to:
 - a. Deposit grant receipts in the Animal Spay and Neuter Trust Fund (Fund 842);
 - b. Spend up to the grant amount in accordance with the MOU;
3. Authorize the Controller to establish a grant receivable in Fund 842 and establish an appropriation account titled ASPCA Spay/Neuter Grant, account number to be determined, within fund 842 for the receipt and disbursement of the ASPCA grant award; and:
4. Authorize the Animal Services department to prepare Controller's instructions for any technical adjustments, subject to the approval of the City Administrative Officer, and authorize and instruct the Controller to implement the instructions.

BACKGROUND

The \$50,000 grant funds from the ASCA will be used to provide approximately 450 or more, spay and neuter procedures, vaccinations and the implanting of microchips in the pets of low income city residents. The Department will contract with outside veterinary services to perform the surgeries, inoculations and chip implants. It is estimated that each animal will cost approximately \$100. The cost is broken down as follows (based on a negotiated price between the Department and a contract veterinary service):

Spay and Neutering	\$ 80.00
Vaccinations	5.00
Microchip	<u>15.00</u>
Total	\$100.00

Low income resident will be required to provide evidence of eligibility to participate in the program. The Department has numerous ways of establishing eligibility for low income programs including providing evidence from the Department of Water and Power as a resident who participates in their low income program

FISCAL IMPACT

Approval of the recommendations in this report will provide \$50,000 in funding to the Department for the spay/neuter, vaccination and microchip of dogs and cats of low income resident of the City. Acceptance of the grant will have no additional impact on the General Fund and is in compliance with the City's Financial Policies in that grant funds and currently budgeted funds will cover the cost of the program.

APPROVED

BRENDA BARNETTE,
General Manager

Attachments:

1. Grant Agreement Reference between the ASPCA and Los Angeles Animal Services

BOARD ACTION:

_____ Passed

Disapproved _____

_____ Passed with noted modifications

Continued _____

_____ Tabled

New Date _____

**BOARD OF
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MAYOR

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BRENDA F. BARNETTE
General Manager

JOHN CHAVEZ
Assistant General Manager

Report to the Board of Animal Services Commissioners

Brenda Barnette, General Manager

COMMISSION MEETING DATE: March 26, 2013

PREPARED BY: John Chavez

REPORT DATE: March 21, 2013
(Continued from February 26, 2013 Meeting)

TITLE: Asst. General Manager

SUBJECT: STATUS REPORT REGARDING ANIMAL SERVICES TRUST FUNDS

BOARD ACTION RECOMMENDED:

NOTE AND FILE the Animal Sterilization and Animal Welfare Trust Funds status report.

SUMMARY:

On February 26, 2013, the Department presented a status report of both the Animal Sterilization and Animal Welfare Trust Funds. The Board had questions regarding these expenditures and revenues. Because these questions required further research, the Department recommended reporting back with another status report. The attached revenue and expense reports provide the additional detail requested.

ANIMAL WELFARE AND ANIMAL STERILIZATION TRUST FUNDS

The **Animal Welfare Trust Fund** is used to augment established programs and activities of the Department, except those involving pet sterilization, and may be used for the acquisition, construction and maintenance of land and capital improvements and the purchase of equipment, services or furnishings.

The **Animal Sterilization Trust Fund** pays for sterilization services to residents and for dogs and cats adopted from City animal shelters by other persons, subject to any special terms of conditions of individual gifts, contributions or bequests to the fund.

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STATUS REPORT OF ANIMAL SERVICES TRUST FUNDS

March 26, 2013

For both trust funds, there may be special terms or conditions attached to individual gifts, contributions or bequests to the City. For example, the Agnes C. Wood estate bequeathed \$112,813.67 to the North Central animal shelter. A sub-account in the Animal Welfare Trust Fund was created to deposit these funds, track spending, and ensure that these funds are used solely for that shelter.

STATEMENT OF REVENUES AND EXPENSES

Attached are "Statement of Revenue and Expenses" for both trust funds, with each showing net income. The time periods are fiscal year 2011-12 and fiscal year to-date (July 2012 through February 2013).

Below the net income line, you will also find additional detail, including breakdowns of donations/contributions and the organizations active in spay/neuter services. The Department added additional detail to line-items to make the sources of revenue and expenses are clearer.

FISCAL IMPACT:

None.

Approved:

Brenda Barnette, General Manager

Attachments:

1. Animal Welfare Trust Fund Statement of Revenue and Expenses 2011-12
2. Animal Welfare Trust Fund Statement of Revenue and Expenses July 2012 – February 2013
3. Animal Sterilization Trust Fund Statement of Revenue and Expenses 2011-12
4. Animal Welfare Trust Fund Statement of Revenue and Expenses July 2012 – February 2013

BOARD ACTION:

_____ Passed

Disapproved _____

_____ Passed with noted modifications

Continued _____

_____ Tabled

New Date _____

DEPARTMENT OF ANIMAL SERVICES
STATEMENT OF REVENUE AND EXPENSES
ANIMAL WELFARE TRUST FUND
For the period July 1, 2012 to February 28, 2013

Revenue

Interest Income	8,960.63
Donations & Contributions	302,735.57
TOTAL REVENUE	\$311,696.20

Expense

Travel: Two employees for NMHP conference	\$1,182.60
Dr. Ensley, elephant vet hired in July 2012 to inspect Ringling Bros.	\$5,692.00
Equipment for Specialized Mobile Animal Rescue Team	\$951.56
Medical Supplies & Expenses	\$791.66
Transfer to General Fund ¹	15,871.70
TOTAL EXPENSE	\$24,489.52

Net Income (Loss) :	<u>\$287,206.68</u>
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Detail

Donations & Contributions

Western University of Health Services	\$1,885.00
James Samuel Rogers Foundation	\$16,000.00
Mary Tyner Estate	\$41,841.36
Alana Perkins	\$2,000.00
LA Animal Alliance	\$1,174.00
AVRAM Gold	\$2,326.22
Benjamin Broudy	\$6,000.00
West LA Spay and Neuter Clinic	\$2,224.75
Shuster and Cunard Estate	\$53,876.10
Carrol Petrie Grant	\$55,350.00
Solicitation Donations	\$20,467.00
Kennel sponsorship program	\$10,750.00
Special Treatment and Recover (STAR) Program	\$660.00
Various foster donors	\$185.00
Various donors (\$300 and below)	\$35,996.14
CEQA environmental clearance ²	\$52,000.00
Best Friends Animal Foundation	\$17,500.00
Found Animals	\$17,500.00
ASPCA	\$8,500.00
California Community	\$8,500.00

Total Donations	<u>\$302,735.57</u>
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**DEPARTMENT OF ANIMAL SERVICES
STATEMENT OF REVENUE AND EXPENSES
ANIMAL WELFARETRUST FUND
For the period July 2011 to June 2012**

Revenue

RACOs	\$9,250.00
Interest Income	11,609.14
Donations & Contributions	564,527.26

Total Revenue	\$585,386.40
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Expense Name

Cash Expense

Travel: Two employees for NMHP conference	\$735.18
Dr. Ensley, elephant vet hired in July 2012 to inspect Ringling Bros.	\$5,692.00
Equipment for Specialized Mobile Animal Rescue Team	\$19,719.87
Medical Supplies & Expenses	\$38,174.98
Transfer to General Fund ¹	9,548.50

Total Expense	\$73,870.53
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Net Income (Loss)	\$511,515.87
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Breakdowns

Donations & Contributions

Western University of Health Services	\$7,540.00
Mary Perl	\$1,200.00
Best Friends Foundation	\$35,000.00
NBC Universal	\$10,000.00
James Samuel Rogers Foundation	\$10,000.00
Found Animals (Illegal Signs)	\$3,000.00
George R Ports/Mary Ports	\$5,000.00
Mary Tyner Estate	\$41,841.36
Alana Perkins	\$4,000.00
LA Animal Alliance	\$1,174.00
AVRAM Gold	\$2,326.22
Benjamin Broudy	\$6,000.00
Gas Company	\$6,568.00
Agnes Wood Estate	\$112,813.67
Rachel Schmeidler	\$2,100.00
West LA Spay and Neuter Clinic	\$5,797.54
Sian Heder	\$1,000.00
Jamie Meyer	\$1,000.00
Anna Na Dong	\$1,000.00
Various AWTF solicitations	\$5,923.32
Kennel sponsorship program	\$20,350.00
Special Treatment and Recover (STAR) Program	\$5,433.00
Various Donors (\$300 and below)	\$231,960.15
CEQA environmental clearance ²	\$43,500.00
Best Friends Animal Foundation	\$17,500.00
Found Animals	\$17,500.00
California Community	\$8,500.00

Total Donations	\$564,527.26
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1 Reprogrammed Fund 859 counterpart of Bond Program per CF-06-1977-S;; CF-07-2877-S4 for Shelter A&I (Alterations and Improvements).

2 Funding will be used to pay the Bureau of Engineering for the environmental clearance process prior to the implementation of a cat program.

DEPARTMENT OF ANIMAL SERVICES
STATEMENT OF REVENUE AND EXPENSES
Animal Sterilization Trust Fund
For the period July 1, 2012 to February 28, 2013

Revenue Source

Cat/dog pound fees and license fees ¹	\$385,903.00
Donations & Contributions	27,966.00
General Fund subsidy ²	555,000.00
Total Revenue	\$968,869.00

Expense Name

Spay and Neuter Program ³ (detail below)	\$625,769.20
General Fund Transfer ⁴	0.00
Total Expense	\$625,769.20

Net Income (Loss)	\$343,099.80
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Detail on Spay and Neuter Program

Amanda Foundation (mobile s/n contract)	\$236,795.00
Value Vet (contractor provide s/n services at WLA)	35,040.00
Dr. Eric D. Jones ⁵	39,362.00
North Figueroa (provides s/n surgeries for shelter animals for about \$68/animal)	80,807.00
SNP LA (contractor provide s/n surgeries at EV and Harbor)	134,350.20
Other clinics providing s/n under voucher program, and for shelter animals	99,415.00
TOTAL SPAY AND NEUTER PROGRAM	\$625,769.20

**Department of Animal Services
Statement of Revenue and Expenses
ANIMAL STERILIZATION TRUST FUND
For the Period July 2011 to June 2012**

Revenue

Cat/dog pound fees and license fees ¹	\$853,268.79
Reserve Animal Control Officer ⁶ (RACO)	\$500.00
Donations & Contributions	\$67,569.24
General Fund subsidy ²	\$1,110,000.00
TOTAL Revenue	\$2,031,338.03

Expense

Spay and Neuter Program ³	\$1,338,204.28
General Fund Transfer ⁴	\$211,707.00
TOTAL Expense	\$1,549,911.28

Net Income (Loss)	\$481,426.75
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Detail

Cat/dog pound fees and license fees		\$853,268.79
General Fund subsidy		\$1,110,000.00
Donations & Contributions		
James S. Rogers	\$10,000.00	
West LA Spay & Neuter Clinic	\$3,108.31	
Linda Gibboney	\$800.00	
Various (\$500 and below)	\$53,660.93	\$67,569.24
Spay and Neuter Program		
Amanda Foundation	\$448,685.00	
Value Vet	\$110,866.00	
Dr. Eric D. Jones	\$107,652.98	
North Figueroa	\$130,971.00	
SNP LA	\$341,232.30	
Other S/N Clinics-Adoptions	\$72,877.00	
Other Clinics-\$30/\$70 Vouchers ⁷	\$125,920.00	\$1,338,204.28

- 1 Adoption fees pay for microchips and s/n. Funds are also deposited into this Trust Fund, and for every dog license sold, the Department receives either \$7 for a sterilized dog or \$2 for an intact dog.
- 2 For 2012-13, the City Council approved a \$1.11 million subsidy to support animal sterilization. Animal Services receives this in monthly installments of \$92,500.
- 3 This is the cost to provide sterilization under the \$30-\$70 voucher program, mobile spay and neuter services through the Amanda Foundation, and shelter animals sent to private veterinarians for sterilization services before animals are adopted out.
- 4 In the 2012-13 budget, Council requires that the Animal Sterilization Trust Fund reimburse the General Fund for Animal Services staffing costs associated with processing the \$70/\$30 voucher program.
- 5 Dr. Jones had a contract to provide sterilization services at the old SLA shelter. With no plans to continue this service at the new SLA shelter, this contractual relationship ended in September 2012.
- 6 The RACO program provides training opportunities for staff to become Animal Control Officers and gets residents involved as reserve ACOs. Neighborhood councils have donated funds to help support this training.
- 7 "Vouchers" are available to residents to pay for pet sterilization. A resident needs to qualify for the \$70 voucher, either by being low-income, elderly or disabled. There are no restrictions in obtaining a \$30 voucher.

**BOARD OF
ANIMAL SERVICES
COMMISSIONERS**

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City of Los Angeles
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DEPARTMENT OF
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BRENDA F. BARNETTE
General Manager

JOHN CHAVEZ
Assistant General Manager

Report to the Board of Animal Services Commissioners

Brenda Barnette, General Manager

COMMISSION MEETING DATE: March 26, 2013

PREPARED BY: Jan Selder

REPORT DATE: March 20, 2013
(Continued from February 26, 2013 Meeting)

TITLE: Director of Field
Operations

SUBJECT: AMENDED CHANGES TO THE "NEW HOPE" PROGRAM'S POLICIES

BOARD ACTION RECOMMENDED: (DRAFT DOCUMENT)

APPROVE the proposed changes to the New Hope program's policies.

SUMMARY:

Because the needs of the Department, the rescue community and the animals change due to many circumstances, the New Hope program's policies and procedures need to be revised periodically to address these changes, improve operations, and assist the Department in meeting its objectives. On October 9, 2012 and February 26, 2013, the Department proposed changes to the New Hope program's policies.

The Board requested additional information from the City Attorney on the release of healthy, unaltered animals. Those changes are incorporated into this report. The Department requests that the Board approve the proposed New Hope program policies.

THE PURPOSE OF NEW HOPE

The New Hope program began in 2005 and was designed to help the Department and the animal rescue community work together to help save the lives of animals impounded in the City's shelters.

AN EQUAL OPPORTUNITY EMPLOYER

Visit our website at www.LAAnimalServices.com

AMENDED CHANGES TO THE NEW HOPE PROGRAM'S POLICIES

March 26, 2013

The New Hope program was implemented to eliminate obstacles that might prevent saving the lives of the animals most at risk of euthanasia due to space or treatable conditions. These animals are placed on the New Hope "Rescue Alert" list which waives all adoption and microchips fees for New Hope partners.

These New Hope partners are nonprofit organizations whose mission is to save the lives of our most vulnerable animals. There are currently 214 New Hope partners. Last year, there were 6,611 New Hope adoptions.

All partners need to sign a *New Hope Program Agreement* (attached), noting that they fully understand the program's conditions and that all the information included in their application is accurate.

HIGHLIGHTS OF THE EXISTING NEW HOPE PROGRAM

Because this report will detail recommended changes to current policies found in the *New Hope Program Purpose, Policy Procedure and Partnership* document (attached), it is important to highlight what the existing policy/procedure is now:

Eligibility:

In the *New Hope Program Purpose, Policy, Procedure and Partnership* document on pages four and five, the eligibility requirements include being a 501(c) (3) organization, having a current copy of the organization's articles of incorporation and by-laws, and information on key individuals, among others.

Availability:

The policy allows for the fostering of animals less than eight weeks or unweaned (pages five and six of the *New Hope Program Purpose, Policy, Procedure and Partnership* document).

Fees and Spay/Neuter Requirements:

All New Hope partners pay a single price for dog, cat or rabbit (\$40) for spay/neuter, whether the surgery can be performed immediately or must be deferred. In addition, Los Angeles-based rescue organizations must pay \$5.50 for the dog license tax. Equine fees are \$325.

Reporting Requirements:

New Hope partners are required to send monthly reports to the Department detailing spay/neuter confirmation, status of all animals adopted from Animal Services, and the names/addresses of Los Angeles resident adopters, among other information (pages 13 and 14).

New Hope Partners Access:

In the *New Hope Program Purpose, Policy, Procedure and Partnership* document on page 4, it states that Animal Services will provide New Hope Partners "24/7" access to all shelters.

AMENDED CHANGES TO THE NEW HOPE PROGRAM'S POLICIES
March 26, 2013

PROPOSED CHANGES TO THE NEW HOPE PROGRAM

The last revision to the *New Hope Program Purpose, Policy, Procedure and Partnership* document was in January 2010. However, much has changed since then.

- The Department's budget was reduced from \$20,350,643 to \$20,170,629, a drop of about 1% while expenses continued to escalate.
- For 2013-14, the Mayor is expecting departments to reduce their budgets by 10%. For Animal Services, this amounts to a \$2 million cut.
- Staffing fell from 327 to 318, a drop of 3% since 2010.

These reductions have resulted in fewer staff to process the monthly reports New Hope partners are required to submit and in processing partner applications. Each shelter had an Animal Care Technician (ACT) designated as New Hope coordinator trained to work with New Hope partners. Recently, in an effort to bolster shelter operations, New Hope coordinators were assigned to general animal care in the shelter and New Hope-related duties were assigned to the ACT Supervisors allowing us to provide seven-days-a-week coverage.

There has been an increase in rescue organizations' participation in animal transport, increase in requests for fee waivers, and an increase in "networking" by rescue organizations. The Department needs to change the policies and procedures to not only allow it to efficiently operate the New Hope program but to also address the Department's current goals.

Animal Services is proposing to revise the following New Hope policies and procedures related to:

1. Purpose of New Hope
2. Eligibility Requirements
3. Animal Availability
4. Fees and Spay/Neuter Requirements
5. Reporting Requirements
6. Rules of Conduct

PURPOSE OF NEW HOPE

The current New Hope Program allowed partners 24/7 access to all shelters. The Department receives very few requests for this access. Based on this and continuing budget cuts and staffing shortages, New Hope partners will no longer have 24/7 access to shelters. New Hope partners will still be able to call 24/7 to place an "Interested Party" notation on the animal(s). Daily Alert Lists will continue to be sent to New Hope partners.

AMENDED CHANGES TO THE NEW HOPE PROGRAM'S POLICIES

March 26, 2013

ELIGIBILITY REQUIREMENTS

The Department recommends adding the following criteria to the list of current “Eligibility Requirements” as follows:

New Hope partners must be located in Southern California. The goal for this requirement is to better serve our local communities and local rescue organizations, and to be under the same state governance.

FEES AND SPAY/NEUTER REQUIREMENTS

At the October 9, 2012 Board meeting, a Commissioner wanted to ensure that there was language in the *New Hope Program Agreement* that emphasized our partners’ commitment to spay/neuter policies. Throughout the Agreement, there is language that all animals must be sterilized prior to a New Hope partner adopting out an animal to a new owner.

New Hope partners are also required to submit timely reports noting that each animal pulled has been sterilized. If they do not comply, they risk termination from the program. The Agreement requires New Hope partners to sign that they will abide by these requirements (pages one and two). Current policy allows for the release of unsterilized animals due to health and age at the Department's discretion.

New Hope fees are \$40 for the spay/neuter deposit¹ and a \$5.50 dog license tax (for Los Angeles-based New Hope partners). *This amount does not cover the average cost of sterilizing dogs/cats.* The Heigl Foundation used to pay the \$40 fee to partially cover the spay/neuter fees. Now, the Animal Services has to subsidize the additional cost to spay/neuter these animals.

The proposed fee changes would be as follows:

- \$50 flat fee for New Hope adoptions (whether the spay/neuter surgery is deferred or not).
- \$5.50 dog license tax (when applicable)
- No fees for adoptions on “blue” and “red” alert animals²
- No fee adoptions on animals seven years of age or older
- No fee adoptions for all animals under eight weeks
- No fees for equines on the “blue” or “red” alert

The Department must still sterilize all healthy animals adopted through the New Hope Program.

¹ No fee is collected for animals previously sterilized.

² “Blue” alert animals have a treatable medical condition that is too severe to be cared for in a shelter. “Red” alerts need immediate adoption as they are in danger of being euthanized after 48 hours.

AMENDED CHANGES TO THE NEW HOPE PROGRAM'S POLICIES

March 26, 2013

These fee changes would be beneficial as follows:

- The Department would be able to use the \$50 flat fee to cover costs such as microchips, vaccinations and spay and neuter.
- The flat fee would help offset the no-fee adoptions of animals most in need of rescue. See attached report. (red, blue and none).
- Equines on the “red” or “blue” alert will have a better chance for adoption

ANIMAL AVAILABILITY

The current New Hope policy allows for the fostering of animals less than eight weeks or unweaned (pages five and six of the *New Hope Program Purpose, Policy, Procedure and Partnership* document). This was a cost-effective way to help New Hope partners take animals less than eight weeks, with the understanding that the New Hope partner would bring back the animal at eight weeks and/or adopt at the current fees or bring back proof of spay/neuter.

By changing the fees for the “under-eight-weeks” category to no-cost and having the New Hope partner adopt the under-eight-weeks animal, the process is much simpler for both Animal Services and the New Hope partner. There is no need for the animal to be returned for additional processing. Therefore, the policy would state:

Animals under eight weeks or unweaned: At the discretion of the Department, unweaned animals may be adopted to a New Hope partner at no cost. The New Hope partner will provide the Department with proof of spay/neuter and microchipping within the required time frame with the understanding that State law prohibits the adoption of an animal that is under eight weeks and/or unweaned to a new owner.

Finally, at the October 9, 2012 Board meeting, there was a public comment expressing concern that New Hope partners should not adopt on the same day an animal is available to the public. This report does not change the current policy which states that animals on the “blue” and “red” alert will be available at the New Hope rescue price the same day that they become available to the public (page five of the current *New Hope Program Purpose, Policy, Procedure and Partnership* document). The New Hope partner will still be required to wait one day after the animal is available to the public to adopt any animal at the New Hope fee that is not blue- or red-listed.

REPORTING REQUIREMENTS

The Department recommends that prior to any transport of animals including transports to other municipal shelters, New Hope partners must provide written notification to the New Hope Program Manager overseeing the New Hope Program with the following information:

AMENDED CHANGES TO THE NEW HOPE PROGRAM'S POLICIES

March 26, 2013

1. Date of transport, method of transport and name of driver (if applicable).
2. Name, address, phone number and contact person of the receiving agency/rescue group.
3. Provide spay/neuter certificates within 30 days of the New Hope pull.
4. A signed agreement between the New Hope partner and the receiving agency/rescue group, stating the receiving agency/rescue group will not kill to make space, will give the pet an adoption guarantee, will provide adopter contact information and will consult the Department if the animal becomes seriously ill or there is a life threatening problem.

With the increasing number of animals transported outside of Southern California by New Hope partners and the fact these transports are often arranged between our New Hope partners and another agency/rescue group not affiliated with this Department, it is important to ensure the receiving agency/rescue group has the same standards. Therefore, in the "Monthly Report" section, the Department will add the following statement:

At no time will a New Hope partner use its New Hope privileges and/or their New Hope ID (P#) to adopt animals for other people or groups.

By requiring the above information, the Department can audit or research complaints regarding a transport.

RULES OF CONDUCT

New Hope partners are critical team members working to improve the quality of life for animals. New Hope partners working with Animal Services are representing and promoting animals for the City of Los Angeles. The Department emphasizes that New Hope partner behavior reflect in a positive way its alliance with the Department. Therefore, the Department recommends that New Hope partners using any form of media to publicize the plight of animals on the red or blue list send a positive message and show the animal in the best possible way to encourage rescue. If a deadline is given, the deadline should be an accurate representation of how long the animal has.

FISCAL IMPACT:

The fiscal impact is still being determined.

Approved:

Brenda Barnette, General Manager

Attachments:

AMENDED CHANGES TO THE NEW HOPE PROGRAM'S POLICIES
March 26, 2013

New Hope Program Agreement

New Hope Program Purpose, Policy, Procedure and Partnership document (revised January 28, 2010)

BOARD ACTION:

_____ Passed

Disapproved _____

_____ Passed with noted modifications

Continued _____

_____ Tabled

New Date _____

DRAFT



Los Angeles Animal Services (LAAS) New Hope Program Agreement

Date:			
Organization President or Authorized Member:			
Organization Name:			
Address:			
Phone:	Email Address:	Fax:	
I Request New Hope Lists For (Check Each List Requested):	Dogs:	Cats:	Rabbits:

Please read each of the following statements and initial next to each one to indicate that you and your organization agree to abide by them.

_____The organization named above requests to become an Adoption Partner in the New Hope Program. We have read and understand the "New Hope Program Purpose, Policy, Procedure, and Partnership" document.

_____We agree to provide proper care including adequate food, water, shelter, safe containment, appropriate veterinary care, adequate exercise and humane treatment for the animal(s) at all times.

_____We agree that dogs and cats will be microchipped (optionally rabbits may be microchipped) before removal from LAAS Animal Care Centers, unless microchipping is deemed unsafe by the LAAS medical team.

_____Before completing the adoption transaction, the New Hope Partner must fully complete and submit to LAAS each adopted animals' microchip registration. Until adopted from the organization by a private party, the New Hope Partner must register as either the animal's primary or the animal's secondary registered name on the microchip.

_____New Hope Partners shall add the name of the animal's adopter to the animal's microchip registration within 30 days of a legal adoption by a new owner from the New Hope Partner organization. The Department requires that both the adopter and New Hope Partner be listed as registrants on the microchip and prefers that the adopter be listed as the primary registrant and the New Hope Partner as the secondary registrant, but will not require it.

_____We agree that all animals released from LAAS will be sterilized and vaccinated. Only LAAS veterinarians and Veterinary Technicians may exempt a dog, cat, or rabbit from sterilization and/or from vaccinations and only for extraordinary medical reasons.

_____We agree that all unaltered animals released from LAAS into our organization must be sterilized prior to placement in a permanent home. The cost of the sterilization will be the expense and responsibility of our organization, unless otherwise provided by LAAS under the New Hope Program.



Los Angeles Animal Services (LAAS) New Hope Program Agreement

_____ We agree that, for every dog or cat of any age released unsterilized from LAAS into our organization, we shall provide LAAS proof of the animal's sterilization within 30 days from the date of adoption from LAAS, or provide a statement of further spay/neuter deferral from a licensed California veterinarian every 30 days, or until proof of the animal's sterilization is provided, or until a licensed California veterinarian recommends permanent spay/neuter deferral, or until the animal is deceased. Under no circumstances will any animal adopted from LAAS by a New Hope Partner be allowed to breed.

_____ We understand all dogs must be licensed unless the dog is removed from the City of Los Angeles within 24 hours. The Adoption Partner will encourage new dog owners to license their animal in the jurisdiction in which they reside and will report to LAAS the name and address of transferee organizations and adopters of dogs for licensing follow-up purposes if the adopter lives in the City of Los Angeles and the name and zip code of dog and cat adopters that reside outside of the City.

_____ We agree that our organization will pay all applicable costs required by LAAS under the New Hope policy.

_____ We agree to provide and maintain a contact email and contact telephone number to adopters and LAAS that will be reviewed and responded to within 24 hours.

_____ We agree that ownership of every animal adopted/rescued by our organization from LAAS will transfer to our organization, and that our organization will remain as owner of the animal(s) until the legal adoption of the animal(s) to a new owner. We further agree that our organization shall be fully liable for all costs for the care and or/recuperation of, or damage done by the animal(s), during the time our organization is owner of the animal(s).

_____ We agree that each person authorized to adopt animals through the New Hope Program in the name of our organization are bona fide members of our organization. Anyone adopting an animal for our organization will present their valid California Driver's License or California Identification to verify their identification upon request.

_____ We agree that if an animal adopted by our organization cannot be rehabilitated or otherwise cannot be kept or adopted out, then the animal may be returned to LAAS and no refunds will be given.

_____ We agree that a monthly New Hope Partner Report will be submitted electronically to the New Hope Coordinator, **within 10 days of the end of each month**, and shall include (1) spay/neuter report for all unsterilized animals released from LAAS, (2) status report on all animals adopted from LAAS under the New Hope Program, including third-party adoption status, and (3) the name and address of transferee organizations, or in the case of dogs only, for licensing follow-up purposes, the name and mailing address of the adopter if he or she resides in the City of Los Angeles; otherwise, for dogs whose owners do not reside in the City of Los Angeles, and for cats adopters, just the zip code of the adopter's residence. LAAS may provide a list of New Hope adoptions by the organization and a form for providing this information.

_____ We understand that New Hope Partners who fail to submit their completed monthly reports by the date requested two months in a row will be suspended until their reporting is brought up to date.

_____ We agree that LAAS may ask to see receipts for medical and/or boarding costs incurred, and/or proof of third-party adoption records at any time for reasonable cause, for animals received by the organization through LAAS' New Hope Program.

_____ We agree that New Hope Partners are not exempt in any way from, and that our organization will comply with, any and all applicable laws, ordinances or LAAS rules and regulations regarding animals and animal care. We agree that New Hope Partners are not exempt in any way from any applicable rights and obligations of LAAS or law enforcement agency to inspect property and premises.



Los Angeles Animal Services (LAAS) New Hope Program Agreement

_____ If LAAS is notified there are any problems complying with the conditions of this Program (such as housing, food availability, personal crisis, etc.), then LAAS reserves the right to determine what action, if any, may be taken upon notification of non-compliance, including possible impoundment of the animal(s).

_____ We agree that all dogs owned by persons invested with responsibility to pull or foster animals for our organization will be licensed within the jurisdiction where they reside.

_____ We have reviewed and will adhere to the LAAS Value Statement in our dealings with LAAS and other New Hope Partners.

_____ We agree that any changes or updates to the New Hope Adoption Partner Information or organization structure and operation must be made in writing, on letterhead, by the Group President or Director, and submitted with an original signature to the New Hope Coordinator.

_____ We will ensure that we speak directly to the New Hope Coordinator, Animal Care Technician Supervisor, Center Manager, New Hope Program Manager, Director of Shelter Operations, Assistant General Manager, and/or General Manager or the General Manager's designee, following the prescribed chain of command, if an issue of concern arises, rather than complaining to staff, volunteers, the public, or media.

_____ We understand that any violation of the terms of this Agreement may result in suspension or termination from the New Hope Partner Program. In the event a New Hope Partner does not comply with any of the above, the Director of Shelter Operations, following an investigation of the incident, may suspend or terminate all New Hope privileges. Any appeal for suspension or termination of New Hope Partner privileges must be addressed to the General Manager within 15 days of the suspension or termination. A committee comprised of the General Manager or the General Manager's designee, one member of the Animal Services Commission and two representatives from the animal rescue community shall have the final discretion on whether to reinstate New Hope Partner privileges.

_____ Except for the active negligence or willful misconduct of the City of Los Angeles, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest (CITY), we undertake and agree to defend, indemnify and hold harmless CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including our employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the our performance under this New Hope Agreement. The provisions of this paragraph survive expiration or termination of this New Hope Agreement.

_____ I have fully read and fully understand these conditions and agree to the conditions on behalf of the organization. The information contained in the New Hope Program Application is true and correct.

Group/Organization Name:	
Printed Name of President or Authorized Member:	
Date:	
Signature:	Title:
*Signature:	Title:

*Only one signature is required if the Board of the New Hope Partner Organization authorizes one person to sign for the organization.



NEW HOPE PROGRAM

Purpose, Policy, Procedure and Partnership

Los Angeles Animal Services

NEW HOPE PROGRAM

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NEW HOPE PROGRAM

Los Angeles Animal Services

Our Mission

To promote and protect the health, safety and welfare of animals and people.

Our Vision

We envision the day when every pet born has a good home and is cared for all its life, and no person is ever endangered by an animal.

Our Values

We value each employee, volunteer and partner contributing to the professional delivery of excellent customer service and the humane treatment of animals, in an atmosphere of open, honest communication, predicated on our respect for and trust in each other. Our values depict the highest standards of:

- Respect – We pledge to treat each person thoughtfully, politely and kindly regardless of rank or relationship.
- Trust – We strive to conduct ourselves in an honest, ethical, say, inspiring confidence in our abilities and our honesty.
- Open and Honest Communication – We commit to complete transparency in all forms of communication and to carefully listen to the communications of one another.
- Customer Service – We pledge to provide our best service to every customer, whether an internal or an external customer, every time.
- Humane Treatment – At all times and in all places, we vow to care compassionately, advocate actively and work tirelessly to insure the best possible environment for all animals.

Our Service Theme

Creating a Humane LA

NEW HOPE PROGRAM

The Purpose of New Hope

The purpose of the New Hope Program is to expand opportunities for Los Angeles Animal Services (LAAS)' dogs, cats, and rabbits to find permanent homes by partnering with qualified 501 (c) 3 organizations. The New Hope Program is the means by which LAAS acknowledges, cooperates with, and supports the efforts of partnering animal care, training, rescue, welfare and law enforcement organizations as we all try to find homes for the City's homeless dogs, cats, and rabbits.

A New Hope Coordinator is assigned to each Animal Care Center to serve the needs of our New Hope Partners. The role of the New Hope Coordinator is to expedite and facilitate the adoption of New Hope animals to New Hope Partners. The Coordinator will be available to answer all questions pertaining to LAAS' policies and procedures. The New Hope Coordinator should be the first person contacted for any need or concern a New Hope Partner may have. LAAS will provide New Hope Partners 24/7 access to all LAAS Animal Care Centers and daily emailed New Hope Alerts designed to assist partners in identifying animals in need of their expertise.

Eligibility Requirements

Organizations that are established or recognized in their community as an animal shelter, animal welfare organization, animal rescue organization or veterinary hospital may be eligible to participate in the New Hope Program. Eligibility requirements include, but are not limited to:

1. 501(c)(3) status or veterinary business license (including license to treat exotics if applicable);
2. A current copy of the organization's articles of incorporation and by-laws;
3. Organization's statement of purpose, indicating the primary breed the organization rescues. (Note that rabbits can only be adopted by approved rabbit New Hope Partner organizations);
4. A current copy of the adoption agreement used by the organization;
5. A written description of how and where animals will be housed when they leave an Animal Care Center;
6. A list of all individuals, their California Driver's License, contact phone numbers and e-mail addresses of persons authorized to enter into an agreement for a New Hope adoption from LAAS and to remove the animal once formally adopted on behalf of the organization. Individuals must be bona fide members of the group;
7. The name, phone number, e-mail address, and California Driver's License of the group President or Director responsible

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for accurate completion of all forms and for providing updates or changes in writing;

8. A valid phone number and email address for the organization's adopters and LAAS, that is monitored and will be responded to with 24 hours;
9. The name of a licensed veterinarian indicating a willingness to provide veterinary services to the organization; and
10. Willingness to provide adopters with appropriate license application forms and to provide LAAS with the name and address of dog adopters that reside within the City of Los Angeles for license follow-up purposes and the zip code of dog and cat adopters who reside outside of the City for statistical use.

Please refer to the application materials for complete requirements.

Animal Availability

There will be two levels of availability at which New Hope Rescue Partners will receive discounted pricing of \$40 sterilization fee plus \$5.50 license tax (only dogs over 4 months to City of LA-based organizations).

- Animals on the New Hope Rescue Alert will be available at the New Hope Rescue price the same day that they become available to the public (i.e., impound day plus four days for strays, and same day as impound day for owner-surrendered).
- With limited exceptions described below, most dogs and cats are available to a New Hope Rescue Partner at the New Hope Rescue price one day after they become available to the public (i.e., impound day + five days for strays, impound day plus one day for owner-surrendered animals).

Kittens/Puppies Under 8-weeks or Unweaned: At the discretion of the Department, unweaned kittens or puppies may be:

- 1.) Adopted to a New Hope Partner who pays the spay/neuter fee and deposit at the time of the adoption, with the understanding that State law prohibits the adoption of an animal that is under 8 weeks and/or unweaned to a new owner. (New Hope Partners in good standing may be eligible for a waiver of the spay/neuter fee – see p.10)
- 2.) Fostered to a New Hope Partner who must return the kittens or puppies to the Department once they are weaned.

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The New Hope Partner may adopt the kittens or puppies at this time under at the New Hope Rescue price above. The kittens or puppies will be microchipped, vaccinated and spayed/neutered for the \$40 spay/neuter fee.

3.) Fostered to a New Hope Partner who may spay/neuter and microchip the weaned kitten at their private veterinarian. The New Hope Partner must still adopt the kittens from the Department and show proof of sterilization and microchip, but there is no charge for the adoption.

Animals determined to be irremediably suffering by the LAAS medical team will not be eligible for New Hope.

The New Hope Rescue Alert

The New Hope Rescue Alert list is intended to communicate to the New Hope Partners which animals are most in need of help, to flag them for special consideration by rescuers. Animal Care Technician Supervisors (ACTS) are responsible for determining which animals will be placed on the Alert list.

Criteria for consideration for placement on the New Hope Rescue Alert list:

- Medical – Animals are not irremediably suffering, but according to medical staff, are not responding well to a standard course of treatment or have illnesses or injuries that need treatment beyond stabilization.
- Age – Neonates which need feeding and support, as well as geriatric animals.
- Lactation – Animal is lactating with young.
- Behavioral – Animals have demonstrated non-socialized behavior (aggression) or extreme fear or fear biting, as observed and reported by staff.

Any dog, cat, or rabbit meeting the above criteria may be placed on the New Hope Rescue Alert as soon as the condition or behavior is noted, whether the animal is yet available or still under hold. Unavailable animals may be listed on the New Hope Rescue Alert to give advance notice to the New Hope Rescue Partners.

There are no time limits or deadlines relative to the animals listed on the New Hope Rescue Alert. Any animal listed on the Rescue Alert may be euthanized as conditions dictate.

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Adoptions Procedures for New Hope Animals

Any New Hope Partner wanting to adopt dogs, cats, or rabbits from the New Hope Alert must notify the appropriate New Hope Coordinator, appropriate Center Manager or leave a message on the appropriate New Hope Hotline. At no time and under no circumstances shall a New Hope Partner adopt an animal for a non-member.

After regular business hours, New Hope Partners may leave messages for the New Hope Coordinator on the New Hope Hot Line voicemail system at the Animal Care Center where the animal is located.

When leaving a message for the New Hope Coordinator for an animal or animals on the New Hope Alert, *always provide*:

1. The name of the organization;
2. The name, call-back number, and person identification number (P#) of the person leaving the message;
3. The animal's identification number (A#); and
4. The animal's description from the New Hope Alert.

After Business Hours Animal Care Center Access for New Hope Alert Evaluations

When a New Hope Partner places a proper New Hope Message as described above for an animal on the New Hope Alert, LAAS will provide the following benefits:

1. The New Hope Partner may access the Animal Care Center at any time to evaluate animals on the New Hope Alert. However, only one New Hope Partner is provided access to an Animal Care Center at any one time after business hours due to reduced staff scheduling.
2. Any New Hope Partner wanting to visit an Animal Care Center after business hours must telephone the Animal Care Center prior to their arrival to avoid any conflict between visiting New Hope Partners and ensure staff awareness of their pending arrival.

Should any emergency be occurring at the Animal Care Center requiring the attention of all Animal Care Center staff when the New Hope Partner arrives, the New Hope Partner may be directed to wait or reschedule their visit.

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New Hope Partner Adoption Paperwork Processing

1. All New Hope Partners will be provided “no waiting” adoption paperwork processing with telephonic notification. The New Hope Partner telephones their New Hope Alert animal adoption selection(s) to the New Hope Coordinator before 4:00 p.m. on the day they want to adopt the animal(s) and the paperwork will be ready for signature by 7:00 p.m. that evening.
2. Any requests received after 4:00 p.m. will be processed the following morning and will be ready for signature by 11:00 a.m. the following day.
3. New Hope Partners using the “no waiting” processing may use a credit card to complete the transaction for the applicable licensing fees and/or spay/neuter fees. All signatures required for the adoption process, i.e. credit card receipt, adoption contract, any necessary waiver, must be provided in person by midnight that day, in order to send the adopted dog or cat for sterilization.
4. If the credit card holder is unable to present himself or herself in person, any other “identified” member of their New Hope organization may sign for the transaction. “Identified” members are persons listed as a member of such organization and have been listed as an authorized “signature” by the credit card holder in the New Hope Partner’s agreement. Additionally, should the credit card bank reject such signature as not authorized, it is the responsibility of the credit card holder to make good the adoption fees. No “in lieu of” signature will then be permitted until the credit card holder presents bank authorization for such a signature.
5. Before completing the adoption transaction, the New Hope Partner must fully complete and submit to LAAS each adopted animal’s microchip registration. The New Hope Partner must register as either the animal’s primary or the animal’s secondary registered name on the microchip.
6. Any dog, cat, or rabbit adopted by a New Hope Partner that does not require sterilization or is being released with a medical release (D300), must be picked up by the close of public business hours within 24hrs of the adoption transaction.
7. In the case of a New Hope Rescue Alert dog, cat, or rabbit that is being adopted with a medical release that requires immediate medical attention, whenever possible, the animal

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will be transported to the veterinarian of the New Hope Partner's choice by a Department animal control officer as long as the New Hope Partner, able to sign for such an adoption, (see credit card adoption) meets the officer at the location for adoption paperwork completion.

First Come – First Served Exceptions

While LAAS tries to adhere to a first-come/first-serve practice with respect to deciding which animals go to which organization, the following exceptions apply:

1. When a member of the public and a New Hope Partner are present to adopt at the same time, the private citizen will have the right of first refusal.
2. When more than one New Hope Partner is present to adopt at the same time, the New Hope Partner with the earliest request for the animal will have the right of first refusal.
 - a. When more than one New Hope Partner is present to adopt at the same time and neither has made a request for the animal, the New Hope Partners will be given an opportunity to work out amongst themselves which organization will adopt the animal. If the Partners cannot come to a decision on their own, the Director of Shelter operations will make the decision based on the best interest of the animal. The decision of the Director of Shelter Operations shall be deemed final.

Program Policies and Procedures

LAAS is committed to developing and maintaining positive, productive relationships with our New Hope Partners, all other rescue organizations, and the communities we serve. LAAS is equally intent on ensuring animals adopted from our Animal Care Centers are afforded appropriate care. For this reason:

1. New Hope Partners are not exempt in any way from any applicable laws, ordinances, or LAAS rules and regulations regarding animals and animal care.
2. LAAS requires all documentation listed in the Eligibility Requirements section of this document to be updated and current, and may require any other reasonable information.
3. LAAS forbids New Hope Partners from adopting animals in the name of any non-member of the New Hope Program. New Hope partners may not extend adoption privileges in the name

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of their organization to any person adopting for private or other purposes. If any New Hope Partner transfers any animal adopted from LAAS to any person not a member of the New Hope Partner organization, and if the transfer is not a paid adoption to a private party with a signed Adoption Agreement, then the New Hope Partner shall, within five days of the date of transfer, submit to the New Hope Coordinator the animal's LAAS impound number, the name, group name if any, phone number, and street address of the person to whom the animal was transferred, and the date of transfer.

4. New Hope Partners who have been suspended or terminated or are members of a group that has been suspended or terminated must obtain a new P# for future adoptions and may not use the P# associated with the suspended or terminated group.
5. New Hope Partners shall retain copies of Adoption Contracts for paid adoptions of LAAS animals to private parties for no less than three years from the date of adoption. LAAS may ask to see copies of these files for animals adopted under the New Hope Program from LA Animal Services' Care Centers at any time.

6. **Fees for New Hope Partners:**

A. All New Hope Rescue Partners will pay a single price for a dog, cat, or rabbit as follows:

1. \$40 – for spay/neuter, whether the surgery can be performed immediately or must be deferred for later. This fee will not be charged if the animal has already been sterilized prior to intake.
2. Plus \$5.50 – for dog license tax if applicable to the New Hope Rescue Partner's location.

B. **Availability:**

There will be two levels of availability at which New Hope Rescue Partners receive the price above:

- Animals on the New Hope Rescue Alert will be available at the New Hope Rescue price **the same day that they become available to the public** (i.e., impound day plus four days for strays, and same day as impound day for owner-surrendered).
- With limited exceptions described below, most dogs and cats are available to a New Hope Rescue Partner at the New Hope Rescue price **one day after they become available**

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to the public (i.e., impound day + five days for strays, impound day plus one day for owner-surrendered animals).

C. **Waiver of Spay/Neuter fee:**

New Hope Rescue Partners in good standing who have turned in monthly reports and certificates of sterilization for the three most recent consecutive months that reports were due will be eligible to adopt animals under the New Hope Rescue Program without having to pay the \$40 spay/neuter charge when the animal (including a neonate) is deferred because of medical condition.

The New Hope Rescue Partner will be required to timely report on the animal and send the sterilization certificate to the Department upon completion of the surgery (within 30 days after the surgery is performed) unless performed by a veterinarian under the Department's program. New Hope Rescue Partners will retain the option of using the Department's spay/neuter program and paying the \$40 fee.

This provision does not apply to healthy animals ready for spay/neuter and adopted by New Hope Rescue Partners whether at the regular or discount price.

- D. New Hope Rescue Partners will be permitted to place Interested Person (IP) holds for three days on an animal on the Alert list; the animal will not be euthanized during the three day hold unless the condition degrades so that the animal is irremediably suffering. The IP information in the Chameleon memo should include the name of the New Hope Rescue Partner group. ACTS have discretion to review and refuse placement of an IP if it appears to be other than a genuine interest for an animal the group intends to adopt if possible. The New Hope Rescue Partners are solely responsible to follow-up on their IP holds, and no telephone calls will be made by the Department to the IP.

A New Hope Partner that fails to adopt a New Hope Alert animal that they have placed an "Interested Party" hold on, or fails to obtain permission from LAAS for a delay, may lose the holding privilege in the future.

- E. Until adopted from the New Hope organization by a private party, New Hope Partners shall register an animal in their organization's name and will be responsible for all redemption fees should the animal be impounded by LAAS. New Hope Partners shall add the name of the animal's adopter to the animal's microchip registration within 30 days of a legal adoption by a new owner from the New Hope Partner organization. The Department requires that both the adopter

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and New Hope Partner be listed as registrants on the microchip and prefers that the adopter be listed as the primary registrant and the New Hope Partner as the secondary registrant, but will not require it.

- F. New Hope Partners will provide dog license forms to new adopters of dogs who live in the City of Los Angeles and are required to report the name and mailing addresses of adopters of dogs who live in the City of Los Angeles to LAAS for licensing follow-up purposes; otherwise, for dogs whose owners do not reside in the City of Los Angeles, and for cat adopters, just the zip code of the adopter's residence. LAAS may provide a list of New Hope adoptions by the organization and a form for providing this information.
 - G. Medical services, including lab testing rendered by LAAS prior to adoption, shall be at no cost to the New Hope Partner.
 - H. Veterinarians providing spay/neuter services may impose additional fees on the New Hope Partner.
7. Every dog, cat, and rabbit of any age adopted from LAAS is required to be spayed/neutered before release from LAAS, unless it is unsafe for the animal to undergo surgery in the animal's present condition. Only the LAAS veterinary team or LAAS contract veterinarians are authorized to postpone spay/neuter for medical reasons. When any LAAS cat, or dog of any age is released to a New Hope Partner unsterilized, the New Hope Partner agrees to provide LAAS proof of the animal's sterilization within 30 days from the date of adoption, or to provide a statement of further spay/neuter deferral from a licensed California veterinarian every 30 days, until proof of the animal's sterilization is provided or until a licensed California veterinarian recommends permanent spay/neuter deferral, or until the animal is deceased. Under no circumstances will any animal adopted from LAAS through the New Hope Program be allowed to breed.
8. Any violation of the terms of the New Hope Agreement may result in suspension or termination from the New Hope Partner Program. In the event a New Hope Partner does not comply with any of the above, the Director of Shelter Operations, following an investigation of the incident, may suspend or terminate all New Hope privileges. New Hope Partners may appeal the suspension or termination of privileges. Any appeal for termination of the New Hope Partner's privileges must be addressed to the General Manager within 15 days of the suspension or termination. A committee comprised of the General Manager or the General Manager's designee, one

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member of the Animal Services Commission and two representatives from the animal rescue community shall have the final discretion on whether to reinstate the New Hope Partner's privileges.

On-Site Procedures

New Hope Partners are permitted to view all animals in the Animal Care Centers with the exception of animals placed in quarantine pursuant to order or regulations from the Los Angeles County Department of Health.

Each member of a New Hope organization will receive a New Hope identification number from a New Hope Coordinator, presentation of which is required for access to New Hope benefits. A California driver's license or California ID also may be required.

Once a New Hope Partner makes a decision to accept an animal into their program, they are asked to:

1. Take the A#, or other location information of the animal in the Animal Care Center, to the business counter to initiate the adoption transaction.
2. Understand that all New Hope animals will be sterilized before release, subject to the exceptions set forth above under "Program Policies and Procedures," Item #6.
3. Receive a date and time to pick-up the animal if the animal is remaining for spay/neuter. It is vital that all animals, whether or not from the New Hope Alert, are picked up from the spay/neuter veterinarian on the specified date and time. Any New Hope Partner that does not pick-up their animal at the specified date and time and fails to obtain permission from the clinic for a delay may be suspended or terminated from the New Hope Program.

Monthly Reports

- A New Hope Partner Monthly Report will be sent electronically to the LAAS New Hope Coordinator within **10 days of the end of each month**. New Hope Partners who fail to submit their completed monthly reports by the date requested two months in a row will be suspended until their reporting is brought up to date.
- Reports shall require the following necessary information:
 1. Spay/neuter report for all unsterilized animals released from LAAS (with deferral letters if applicable),

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2. Status report on all animals adopted from LAAS under the New Hope Program, including medical and third-party adoption status, and
3. Name and Address information of adopters of dogs who reside within the City of Los Angeles and transferee organizations, and the zip codes of adopters of dogs and cats obtained through the New Hope Program who reside outside the City,
4. LAAS may ask to see receipts for medical and/or boarding costs incurred, at any time for reasonable cause, for animals adopted by the organization through LAAS' New Hope Program.

LAAS may provide a list of adoptions by the organization and a form for providing the above requested information. LAAS reserves the right to request an up-to-date report at any time.

Reminder: New Hope Partners are to promote a LAAS dog license to new owner/guardians living in the City of Los Angeles.

LAAS Employees, Chain of Command, and Partnerships

If a New Hope Partner encounters a problem with any LAAS process, employee, or volunteer, the problem is to be discussed with the following individuals in the order listed until the problem is resolved:

1. New Hope Coordinator
2. Animal Care Technician Supervisor
3. Center Manager
4. New Hope Program Manager
5. Director of Shelter Operations
6. Assistant General Manager
7. General Manager

LAAS appreciates the efforts of every New Hope Partner and is committed to developing relationships consistent with our organizational values. LAAS asks all our New Hope Partners to value each other's employees and volunteers as we all contribute to the professional delivery of excellent customer service and the humane treatment of animals in an atmosphere of open, honest communication predicated on our trust in and respect for each other.