



BOARD OF ANIMAL SERVICES COMMISSIONERS
CITY OF LOS ANGELES

REGULAR MEETING AGENDA
Tuesday, April 14 2015
10:00 AM

LOS ANGELES CITY HALL, ROOM 1060
200 NORTH SPRING STREET
LOS ANGELES, CALIFORNIA 90012

DAVID ZAFT
President

ALANA YAÑEZ
Vice-President

JENNIFER BRENT
LARRY GROSS
ROGER WOLFSON

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) 482-9597.

Si requiere servicios de traducción, favor de notificar a la oficina con 24 horas de anticipo.

I. ADMINISTRATIVE APPEALS

1. Barking Dog Revocation Case: BR 142020 WL

Respondent: Asta Elizabeth Bloze

Complaining Witness: Charles Portney

West Los Angeles Animal Care and Control: Captain Jorge Figueroa

II. REGULAR COMMISSION MEETING

- 1. PUBLIC COMMENT PERIOD** - (Comments from the public on items of public interest within the Board's subject matter jurisdiction that are not on the Agenda; two minutes per speaker).

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 Meeting of March 24, 2015 (Action Item; public comment limited to one minute per speaker).

3. ORAL REPORT OF THE GENERAL MANAGER (Public comment limited to one minute per speaker).

4. COMMISSIONERS' ORAL REPORTS AND FUTURE AGENDA ITEMS (Public comment limited to one minute per speaker).

5. DISCUSSION ITEMS

A. Volunteer Program Update (Public comment limited to one minute per speaker)

B. Discussion on Donated Art Piece and Possible Fund Raising Ideas (Public comment limited to one minute)

6. BOARD REPORTS

A. MOU with Found Animals for Acceptance of Microchip Donation (Action item. Public comment limited to two minutes per speaker.)

7. ADJOURNMENT

Next Commission Meeting is scheduled for 7:00 P.M., April 28, 2015, at the East Valley Animal Shelter, 14409 Vanowen Street, Van Nuys, California 91405.

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. Evening Meetings are held in various locations throughout the City, from 7:00 to approximately 9:30 P.M. 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, 200 North Spring Street, 19th 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.

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The Board Secretary will announce the items to be considered by the Board. The 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. (For certain agenda items, speakers will have two (2) minutes.)

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 during general public comment period which is limited to two (2) minutes per speaker. (For certain agenda items, speakers will have two (2) minutes each.). 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.

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."

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

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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.

**BOARD OF
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ROGER WOLFSON

City of Los Angeles

CALIFORNIA



**ERIC GARCETTI
MAYOR**

**DEPARTMENT OF
ANIMAL SERVICES**

221 North Figueroa Street
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BRENDA F. BARNETTE
GENERAL MANAGER

JOHN D. CHAVEZ
ASSISTANT GENERAL MANAGER

DR. JEREMY PRUPAS
CHIEF VETERINARIAN

**CITY OF LOS ANGELES
DEPARTMENT OF ANIMAL SERVICES
BOARD OF ANIMAL SERVICES COMMISSION
NOTIFICATION OF ADMINISTRATIVE APPEAL HEARINGS**

**To Be Held:
Tuesday, April 14, 2015
10:00 A.M.**

**City Hall
Room 1060
Los Angeles, CA 90012**

This serves as formal notice pursuant to Section § 53.18(q) 4 of the Los Angeles Municipal Code (LAMC) to the following parties and witnesses in the appeal(s) listed below:

- 1. Barking Dog Revocation: BR 142020 WL**
Respondent: Asta Elizabeth Bloze
West Los Angeles Animal Care and Control: Captain Jorge Figueroa
Complaining Witness: Charles Portney

These hearings will not be rescheduled, except for good cause.

As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services and activities. 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 additional information, please refer to the Board's "Rules and Procedures for Appeals", or contact the Department of Animal Services at (213) 482-9558, or visit the Department's website: <http://www.laanimalservices.com/>.

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MAYOR

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BRENDA F. BARNETTE
GENERAL MANAGER

VACANT
ASSISTANT GENERAL MANAGER

DR. JEREMY PRUPAS
CHIEF VETERINARIAN

Report to the Board of Animal Services Commissioners

Brenda Barnette, General Manager

COMMISSION MEETING DATE: April 14, 2015

REPORT BY: Jan Selder

REPORT DATE: April 9, 2015

TITLE: Director of Field Operations

SUBJECT: VOLUNTEER PROGRAM UPDATE

BOARD ACTIONS RECOMMENDED

Review and file.

SUMMARY

Over the last three months the Department has been working on updating and improving our Volunteer Program processes and procedures, based on suggestions from the Commission, staff and volunteers. This is a progress report on what we have completed and implemented and what we are still working on.

BACKGROUND

On December 9, 2015, the Board heard a report on the Department's Volunteer Program, including a brief history of the program, staffing, current policies and procedures and plans to enhance and expand the volunteer program.

Plans to enhance and expand the volunteer program included:

- Installing a computer 'kiosk' with the Volgistics database at each shelter to make volunteer sign-in easier and to make record-keeping more efficient.
- Adding the ability to accept online applications.
- Working with Personnel and the City Attorney's office to create a framework that allows volunteers to drive City vehicles to and from mobile pet adoptions.
- Increasing dedicated staffing to the volunteer program by assigning ACT's to the Volunteer Liaison position or having volunteer's as liaison's.
- Purchasing outreach adoption displays for community outreach and mobile pet adoptions.

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VOLUNTEER PROGRAM UPDATE

Installing 'kiosks' at each shelter – To date, our systems staff has been working on five computer 'kiosk's' with the Volgistics database for volunteers to use to sign-in and -out daily, keep track of their hours and, when fully operational, schedule hours, sign-up for events and check shelter needs. Our Systems staff has built and delivered kiosks to the East Valley and South Los Angeles (Chesterfield Square) shelters, and our Volunteer Coordinator has trained staff and volunteers on using the database so those two shelters are fully operational. The West Valley Shelter's kiosk has been built and delivered; staff and volunteers will be trained within the week. Systems staff is completing the kiosk for West Los Angeles and plans to deliver within the week. Systems will work on the kiosk for Harbor once the work is completed at West L.A. The kiosk for North Central has been a challenge due to the lack of a dedicated volunteer area with the appropriate connections for the kiosk. The cost to add plugs and data ports is prohibitive considering the shelter will be remodeled. Staff is working on a solution so for the short term North Central will not have a kiosk.

On line applications – This project is on hold until our systems staff can recover from the fire that took place in December, the move into City Hall and impending move to Cal 2 Plaza. Once Systems is fully operational, our Volunteer Coordinator, Director and our systems staff will look at the best ways to accept 'online' applications through our website allowing volunteers to apply and submit their applications directly to the Volunteer Office.

Mobile Pet Adoptions –The Department is working with Personnel and the City Attorney's office to develop a program to train volunteers to drive City Animal Care Vehicles. Currently there is not a City Department that allows volunteers to drive a City vehicle, meaning there is not a current citywide policy to work from. While that is in the works, we have been moving forward on volunteers attending mobile pet adoptions:

- South Los Angeles and East Valley Shelters attend two all-volunteer mobiles on the 1st and 3rd Sunday of the month at Moorpark Park.
- South Los Angeles volunteers attended a new location at Demand Media, on February 27th, and had 7 adoptions, a good number for a first time location; the plan is to turn this into a monthly event.
- North Central, as part of the pilot "Lead" volunteer project, plans to add Moorpark as their first monthly mobile and expand from there to develop a core group of volunteers who are trained on mobile procedures and can start attending mobile pet adoptions each month at street fairs and or other civic events.
- West Los Angeles and South Los Angeles attended the Roxbury Park mobile adoption on March 8th; there were 2 adoptions.
- West Valley is working with Centinela Feed in Northridge and Pet Food Express in Tarzana on the possibility of monthly mobile pet adoption in their stores.
- May 2nd and 3rd is the NKLA adoption event at La Brea Tar Pits; all 6 shelters and both staff and volunteers will be attending both days from 10 a.m. to 6 p.m.

Increasing dedicated staffing to the volunteer program – We have made progress in having volunteers assist with training, mobile pet adoptions and community outreach. North Central just launched a pilot project to assist the shelter. Dean, a volunteer, will be working with the ACT

Supervisors and Volunteer Coordinator at North Central five days a week to assist in training first-day volunteers, holding dog walking classes and mobile pet adoptions. (Dean is an experienced volunteer who has been volunteering at South Los Angeles for several years and helps coordinate the Moorpark mobile adoptions.)

Best Friends has been working with the GM and City Personnel in consultation with labor to provide the Department with a Best Friends funded Client Service Specialist who will be able to train volunteers, promote and recruit for the volunteer program, hold orientations, and assist with community outreach and mobile adoptions. The position will be full-time and is set to start June 1st. Best Friends already has a candidate who will be in training in the month of May.

Along with the lead volunteer and Client Service Specialist helping to recruit volunteers, we are using our media contacts to promote our volunteer program. NBC 4 lists our volunteer information on their website and Channel 18 will be doing a feature on our Volunteer Program during the month of April. We also hand-out fliers and applications at community events, neighborhood council meetings and at career day at various schools.

Purchasing adoption/outreach displays – The Honda Corporation has donated one ‘pop up’ display tent, including graphics for our mobile pet adoptions and community outreach events. We have worked with the vendor, AAA Flag and Banner, to design the tent and have attached a sample of what the tent will look like. If the display design is agreeable, the Department can request a quote on the cost for five more and submit a request to the Commission for use of the Animal Welfare Trust Fund to order a display tent for each shelter.

Other Volunteer Program Updates

In December and January, three mandatory volunteer reorientations were held at the West Valley Shelter. The Volunteer Coordinator, Director of Field Operations and the General Manager attended. The Volunteer Coordinator went through the volunteer handbook, reviewed policy and procedure and answered questions from volunteers.

West Valley Volunteers also began using their new volunteer office; the space allows room to house the new kiosk, dog walking board, storage for treats and toys and is convenient to the cat room and kennels. The room was originally for behavioral assessment, but was not utilized. West Valley has not yet undergone renovations in order to include a designated volunteer area. The relationship between staff and volunteers seems somewhat better. Staff is trying to work with the volunteer to help them help the animals, and the volunteers seem to understand that.

Each shelter held Photo workshops presented by The Shelter Art Foundation. Founder Steve Sloop worked with volunteers and staff on how to take the best possible photos for our website. The workshops included all the materials needed to set up the photos booths and cameras that allow for professional quality photos and all at no cost to the Department!

Each shelter has now had its first playgroup training. Commander Dedeaux and Robert Cabral from Bound Angels worked with volunteers and staff on how to select dogs and conduct a playgroup. The classes were held on two consecutive days with both classroom and ‘hands-on’ training. There will be one more follow-up training class to address any questions and hand out completion certificates to volunteers and staff that completed the training. In turn, those staff and volunteers who have received the certificates will be setting up playgroup trainings for interested volunteers.

Commander Dedeaux met with staff and volunteers at each of the shelters to go over the new Dog Walking policies for unavailable dogs that will go into effect at the end of April. The policy allows volunteers to walk certain dogs who are not available to the public. There will be training and volunteers will be assigned a level based on their dog walking skills. There will be three different levels and each level will be color coded, and volunteers will be issued a pouch with their level and color. (Sample pouch provided)

Volunteer Coordinator Arlene McNeel will be ordering a camera to use at each orientation to begin issuing volunteer badges with photos and names of new volunteers, at the end of each orientation. This will help the volunteer and the ACT Supervisor when the volunteer arrives for their first day. Arlene will also be laminating cards for each shelter to remind staff of how important each volunteer is and to remember to smile and engage our volunteers. The sentiments on the card were part of an ASPCA webinar recommendation and were also posted on the 'All Staff' E-bulletin Board. (sample provided)

We are promoting our Foster Program through our media "Pet of the Week" segments by bringing cats/kittens and dogs/puppies that have been fostered and are now available for adoption to the Television stations. We are talking about the benefits of adopting a pet that has been fostered and the benefits of becoming a foster parent. We also promote the foster program at outreach events and school career days; and just recently fliers were passed out at the Tarzana Neighbor Council meeting and Eagle Rock Neighborhood Council meeting.

Attachment: Sample pop-up display tent



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AGREEMENT TO DONATE MICROCHIPS TO THE CITY OF LOS ANGELES DEPARTMENT OF ANIMALS SERVICES

This Agreement (the "Agreement") is made and dated as of April __, 2015, by and between Found Animals Foundation, Inc. ("Found Animals") and City of Los Angeles Department of Animal Services ("Recipient" or "Department") (collectively the "Parties").

RECITALS

WHEREAS, Found Animals is a non-profit organization dedicated to minimizing shelter euthanasia. Found Animals believes that all lost pets deserve to be found and the effective use of pet microchips is a key component of this effort;

WHEREAS, Found Animals offers U.S. animal welfare organizations affordable, high quality microchips and scanners along with free access to the Found Animals Registry;

WHEREAS, Section 53.15.5 of the Los Angeles Municipal Code requires the Department to implant each dog and cat adopted from the Department's care centers with an electronic animal identification device;

WHEREAS, Found Animals and Recipient understand that while microchips have incredible potential for getting lost pets home, the microchip itself is only one component in a technology system involving microchips, scanners and registries. All components of the system have to work together to ensure a happy reunion for a lost pet;

WHEREAS, Found Animals expects Recipient to be proactive in the mission of reunification of pets to their owners, which includes, but is not limited to, training all relevant staff on Registry features and functions, registering microchips with required customer data, and providing educational materials to customers regarding how to access and use the Found Animals Registry; and

WHEREAS, Found Animals wishes to donate and Recipient wishes to accept a donation of free microchips and scanners from Found Animals and to freely access the Found Animals Registry.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the Parties agree to the following:

AGREEMENT

1. **Definitions.**
 - a. "**Customer Data**" is defined as customer name (first and last), email address, mailing address, home and cell phone numbers, species of animal, sex of animal, approximate date or year of animal's birth, microchip number, and dates of service (i.e., date of microchip implantation, adoption and/or surgery).
 - b. "**Microchip Program**" is Found Animals' program through which it promotes microchipping of pets as an important way to greatly increase the likelihood of a lost pet being reunited with its owner and decrease the likelihood of the pet being euthanized. Found Animals reserves the right to provide microchips and scanners by any manufacturer. Found Animals agrees to provide 134.2 kHz (ISO) microchips as well as microchip scanners to Recipient under this Agreement.
 - c. "**Optional Customer Data**" is defined as secondary mailing address, customer's work phone number, animal's name, and animal's primary and secondary breed.
 - d. "**Registry**" refers to an online microchip registry that Found Animals owns and maintains, which contains Customer Data received through the Microchip Program, as well as Customer Data for organizations or private parties who elect to join the Registry. Recipient has access to search pets by microchip number and can initiate a Found Pet Alert, which is an automatic owner notification process, via the Registry.



**AGREEMENT TO DONATE MICROCHIPS
TO THE CITY OF LOS ANGELES DEPARTMENT OF ANIMALS SERVICES**

2. Term. This contract shall be effective as of the date written above and will continue for two years unless cancelled by either party. Found Animals may cancel this Agreement by providing one hundred and fifty (150) days' notice to Recipient. Recipient may cancel this Agreement by providing thirty days' notice to Found Animals.
3. Services.
- a. Supplies.
- i. Microchips. Found Animals agrees to donate a maximum of 26,000 microchips to Recipient per year. Recipient's orders under this Agreement are fulfilled on a monthly basis. A minimum order is 100 microchips. Found Animals may, at its sole discretion, donate additional microchips upon the request of Recipient.
- ii. Scanners. Found Animals will donate sixty (60) scanners to Recipient per year in a variety of scanner models based on Recipient's needs, availability and cost as follows: Within 60 calendar days of the execution of this Agreement, Found Animals will provide the Department with 6 Xtend Max, 24 Iso Max V, and 30 Omni Max scanners at no cost to the Department. Found Animals will also provide operating instructions for each model of scanners. The scanners shall be capable of reading all frequencies commonly used in pet identification microchips in North America. During the first 30 days of the second year of this Agreement Found Animals will donate an additional 60 scanners to the Department. The scanners donated during the second year of this Agreement shall be a mix of scanner models based on availability and the needs of the Department. Found Animals may, at its sole discretion, donate additional scanners to the Department. Found Animals may also, at its sole discretion, donate new scanner models to the Department as such models become available. Scanners provided to the Department by Found Animals shall become the property of the Department and the Department will not be obligated to return scanners to Found Animals upon Termination of this Agreement.
- b. Registry
- i. Recipient understands that any member of the public can access the Registry for purposes of triggering a Found Pet Alert which will inform a pet owner that his pet has been found and provide information on how to contact the finder of the pet. Members of the public cannot access Customer Data.
- ii. Recipient acknowledges that Customer Data provided by Recipient will be used by Found Animals to contact pet owners. Found Animals will initially contact pet owners to confirm that their pet has been registered. In that communication Found Animals will also give pet owners the option to receive further communication from Found Animals if they so choose. If a pet owner declines to receive further communication from Found Animals they will only receive communications related to the registration of their pet. Found Animals will not send marketing communications to registrants unless the registrant is willing to receive such marketing communications and voluntarily agree to opt in to such communications by an affirmative act such as actively checking a box and may opt out at any time by "unsubscribing".
- iii. Recipient acknowledges that some Customer Data provided by Recipient may contain information regarding pet owners already present in the Registry or in other databases maintained by Found Animals. The provision of such Customer Data by Recipient will in no way limit or restrict Found Animals' right to use such Customer Data in any legally permissible way as long as it is consistent with the restrictions in this Agreement. These restrictions will survive the termination or expiration of the Agreement.
- iv. Found Animals will not sell, rent or otherwise transfer or allow others to use Customer Data for any purpose including fundraising or marketing. Without an opt-in or consent by the pet owner



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Found Animals will not provide pet owner with marketing material. Found Animals will not hold itself out as acting on behalf of or with the consent or approval of the City or Department.

c. Recipient's Obligations.

- i. Customer Data. For each microchip Found Animals supplies, Recipient agrees to use its best efforts to provide Found Animals with Customer Data for customers who receive a microchip. Among the many types of Customer Data required, Found Animals considers email addresses as one of the most important Customer Data that Recipient should take special care to collect accurately. Email addresses are usually one of the most permanent and reliable manners of communication with customers since physical addresses and phone numbers tend to change often. Recipient understands that Found Animals will periodically monitor or audit Recipient's Customer Data to verify that all microchips are being registered with Customer Data and notify Recipient in the event that microchips are not being registered with Customer Data. Found Animals may exercise corrective action, including its right to revoke this Agreement should Recipient fail to take reasonable measures to provide Found Animals with complete and accurate Customer Data, especially customers' accurate email addresses, following a reasonable cure period.
 - ii. Customer Data Uploads. Recipient agrees to enter directly or upload the required Customer Data and any Optional Customer Data to the Registry within one week of providing each microchip to a customer and at a minimum frequency of once per week following a format provided by Found Animals, compatible with the Department's data output capabilities.
 - iii. Training. Recipient agrees to train all relevant staff on how to use the Registry. Found Animals offers weekly live webinars and extensive online resources to support this training. Found Animals will also provide live training at each facility operated by Recipient.
 - iv. Requirement of Exclusive Use. All items donated by Found Animals under this Agreement must be used exclusively by the Recipient. Recipient may not sell, donate, or otherwise transfer any items donated by Found Animals under this Agreement to any other municipality, nonprofit organization or business entity.
- d. Customer Notices and Forms. Recipient's customers must be provided with Found Animals-provided printed materials explaining how to access the Found Animals' Microchip Registry. For every microchip supplied by Found Animals, Recipient agrees to provide the customer with the microchip number, and information on the importance of maintaining their registration with current contact information.
- e. Registry. Found Animals agrees to provide Recipient with access to its Registry, which will provide Recipient with an opportunity to look up microchip numbers, access customer contact information, and initiate a Found Pet Alert for pet owners whose Customer Data is contained in the Registry. Found Animals strongly encourages Recipient to import Customer Data of microchip records for the previous ten (10) years into the Registry during the Term. All such imported Customer Data will be treated according to the restrictions in this agreement, including without limitation the restrictions in Paragraph 3.b.iv, above. Found Animals further encourages Recipient to display the American Animal Hospital Association (AAHA) Pet Microchip Lookup tool website link on Recipient's website and to use the AAHA Pet Microchip Lookup tool as the starting point for searching microchips. Found Animals will also provide a phone number and 24/7 service to allow Recipient's customers to access information regarding a lost pet.
- f. Transfer of Supplies. Recipient agrees to not transfer any microchips and/or scanners supplied by Found Animals to any entity or person for distribution or resale.



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- g. Returns. Found Animals agrees to accept returns of microchips and/or scanners that are defective on a case by case basis and on a reasonable determination by Found Animals, for new microchips and/or scanners per the terms of the Warranties stated below in Section 7.
4. Publicity. Found Animals agrees to provide informational materials regarding the Microchip Program to Recipient, which Recipient agrees to provide to its customers. Recipient will allow Found Animals to review and approve any such marketing materials before they are released to the public.
5. Assignment. This Agreement may not be assigned by either party without the prior written consent of the parties hereto, except that either party may assign this Agreement to any division and/or any subsidiary, provided that such assignee assumes all of the rights, obligations and liabilities of the party hereunder.
6. Agreement Modification. Any agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of Recipient and Found Animals.
7. Warranties, Returns and Exchanges
- a. Warranties: Except as otherwise specifically provided in this Agreement or hereby excluded by mutual agreement, Found Animals hereby disclaims any and all representations and warranties, express, implied, statutory or otherwise, concerning any product, including, but not limited to, any warranty or merchantability or fitness for a particular purpose with respect to the products, whether used alone or in combination with other products or materials.
- i. Microchip Warranty: Found Animals will replace any faulty microchip for a period equal to the lesser of (i) ten (10) years after the date of implantation of the microchip and (ii) one hundred forty-four (144) months after the date the microchip is received by the Recipient from Found Animals.
- ii. Scanners: Found Animals will replace any faulty scanner within one (1) year of the Recipient's receipt of said scanner.
8. Notices. All notices required or permitted under this Agreement shall be in writing. Notices delivered personally or notices delivered via electronic mail will be deemed delivered as of actual receipt; mailed notices will be deemed delivered three (3) business days after mailing. Until further written notice, notices shall be addressed to the respective parties as follows:

Found Animals:
Aimee Gilbreath, Executive Director
Found Animals Foundation, Inc.
PO Box 66370
Los Angeles, California 90066
a.gilbreath@foundanimals.org
Phone (310) 574-5780

For Microchip Program and Registry support:
microchipsales@foundanimals.org
(844) 523-3872

Recipient:
Brenda Barnette, General Manager
City of Los Angeles
Department of Animal Services
200 North Spring Street, Suite 2100
Los Angeles, California 90012
Phone: (213) 482-9558 Fax : (213) 482-9511

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9. Relationship of Parties. For the purposes of this Agreement, each party is an independent contractor and not an agent or employee of the other party. Neither party shall have authority to make any statements, representations, or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for in this Agreement or authorized in writing by the other party.
10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument.
11. Headings. All headings contained in this Agreement are for convenience only and shall not affect the meaning of any provision of this Agreement.
12. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and permitted assigns.
13. Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any other provision of this Agreement.
14. Attorney's Fees. None.
15. Choice of Law. This Agreement shall be governed under the laws of the State of California.
16. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements or understandings between the parties relating to its subject matter.



**AGREEMENT TO DONATE MICROCHIPS
TO THE CITY OF LOS ANGELES DEPARTMENT OF ANIMALS SERVICES**

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day and year first above written.

FOUND ANIMALS FOUNDATION, INC.

CITY OF LOS ANGELES
DEPARTMENT OF ANIMAL SERVICES

By: Aimee Gilbreath
Title: Executive Director

By: Brenda Barnette
Title: General Manager

Date

Date

DRAFT