



BOARD OF ANIMAL SERVICES COMMISSIONERS  
CITY OF LOS ANGELES

**REGULAR MEETING AGENDA**  
**Tuesday, January 12, 2021**  
**9:30 A.M.**

**Dial (669) 900-6833 to Join the Meeting and use Webinar ID No. 930 5374 7011 and then Press #. Press # again when prompted for participant ID.**

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LARRY GROSS  
President

OLIVIA E. GARCÍA  
Vice-President

JILL COHEN  
ALISA FINSTEN  
JOSE SANDOVAL

In conformity with the Governor's Executive Order N-29-20 (March 17, 2020) and due to concerns over COVID-19, the Board of Animal Services Commission meeting will be conducted entirely telephonically and using Zoom software.

Sign language interpreters, assistive listening devices, or other auxiliary aids and/or services may be provided upon request. To make your request please call (213) 482-9558. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting you wish to attend.

Si requiere servicios de traducción, favor de hacer pedido con 24 horas de anticipo al (213) 482-9558.

Members of the public who wish to offer public comment to the Board of Animal Services Commission should call (669) 900-6833 and use Webinar ID No. 930 5374 7011 and then press #. Press # again when prompted for participant ID. Instructions on how to sign up for public comment will be given to listeners at the start of the meeting.

## **I. 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)

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

- 2. NEIGHBORHOOD COUNCIL COMMENTS** - (Discussion with Neighborhood Council representatives on Neighborhood Council Resolutions or Community Impact Statements filed with the City Clerk which relate to any agenda item listed or being considered on this agenda for the Board of Animal Services Commissioners)

## **3. COMMISSION BUSINESS**

- A. Approval of Minutes for the Meeting of December 8, 2020 (Action Item; Public comment limited to one minute per speaker)

## **4. ORAL REPORT OF THE GENERAL MANAGER**

## **5. COMMISSIONERS' ORAL REPORTS AND FUTURE AGENDA ITEMS**

## **6. BOARD REPORTS**

- A. Acceptance of a \$50,000 Grant from Maddie's Fund into the Animal Welfare Trust Fund for Los Angeles Animal Services "Keeping Families Together and Building a Community-Centric Shelter" (Action Item; Public comment limited to one minute per speaker)
- B. Acceptance of a \$50,000 Grant Awarded by The American Society for the Prevention of Cruelty to Animals (ASPCA) for the Spay/Neuter of Free Roaming Cats (Action Item; Public comment limited to one minute per speaker)
- C. Authorize Six (6) Month Extensions for Expired Mobile Spay/Neuter Los Angeles Animal Services Contracts – Contract Nos. C-126901, C-126900, and C-125233 (Action Item; Public comment limited to one minute per speaker)
- D. Request Authority to Utilize up to \$150,000, Annually, from the Animal Welfare Trust Fund to Purchase Microchips (Action Item; Public comment limited to one minute per speaker)

E. Phone Report Update (Information Item; Public comment limited to one minute per speaker)

## **7. ADJOURNMENT**

Next Regular Meeting is scheduled for 9:30 a.m., January 26, 2021

**AGENDAS** - The Board of Animal Services Commissioners (Board) meets regularly every second (2<sup>nd</sup>) and fourth (4<sup>th</sup>) Tuesday of each month at 9:30 A.M. For the duration of the COVID-19 emergency, the Board will meet telephonically and using Zoom software in conformity with the Governor's Executive Order N-29-20 (March 17, 2020). 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, 6<sup>th</sup> Floor, Suite 600, Los Angeles, CA 90012. Board Agendas may also be viewed on the 2<sup>nd</sup> 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 <https://www.laanimalservices.com/about-us-2/commission/#three>

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 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. Each speaker will be granted a maximum of two minutes and the presiding officer reserves the ability to extend or limit the time depending on the circumstances of the meeting.

**Notice to Paid Representatives.** If you are compensated to monitor, attend, or speak at this meeting, City law may require you to register as a lobbyist and report your activity. See Los Angeles Municipal Code §§ 48.01 *et seq.* More information is available at [ethics.lacity.org/lobbying](http://ethics.lacity.org/lobbying). For assistance, please contact the Ethics Commission at (213) 978-1960 or [ethics.commission@lacity.org](mailto:ethics.commission@lacity.org).

**Please join us at our website: [www.LAAnimalServices.com](http://www.LAAnimalServices.com)**

**Time Limit for Speakers.** Speakers addressing the Board will be limited to one (1) minute of speaking time for each agenda item except during the general public comment period, which is limited to two (2) minutes per speaker (For certain agenda items, speakers will have two (2) minutes each).

**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 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 ANIMAL SERVICES COMMISSIONERS  
CITY OF LOS ANGELES**



**MINUTES  
TUESDAY, December 8, 2020 at 9:30 AM**

**VIRTUAL ZOOM MEETING**

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Audio MP-3 Recording is available at [www.laanimalservices.com](http://www.laanimalservices.com)

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Larry Gross, President  
Olivia E. García, Vice President  
Jill Cohen  
Alisa Finsten  
Jose Sandoval

Meeting called to order at 9:33 a.m. Commissioners present were Gross, García, Cohen, Finsten, and Sandoval. Also present from Los Angeles Animal Services (LAAS) was General Manager (GM) Brenda Barnette, Assistant General Manager (AGM) Tammy Watson, Board Secretary Francine Acuña, and Deputy City Attorney Steve Houchin.

**Commissioner Gross** opened the meeting, introduced staff, provided an overview of the meeting agenda, and provided instructions to the public on how to make public comments for this virtual meeting.

**I. REGULAR COMMISSION MEETING**

**1. PUBLIC COMMENT**

Public comment was made by:

- **Daniel Guss** - spoke about a rat infestation at various LAAS facilities, keeping the Animal Cruelty Task Force, and stated our spay/neuter clinics are not providing shots before surgery.
- **Cathy Serksnas** - asked about the total number of calls that come in through the system on a daily basis and asked for a final number for Fiscal Year ending 2020.
- **Gail Raff** - expressed concern over the elimination of some LAAS positions.
- **Jeff Mausner** - stated that nine Neighborhood Councils have submitted Community Impact Statements opposing the West Valley proposal and demands that the West Valley shelter reopen as a full service municipal shelter.

- 2. NEIGHBORHOOD COUNCIL COMMENTS** - (Discussion with Neighborhood Council representatives on Neighborhood Council Resolutions or Community Impact Statements filed with the City Clerk which relate to any agenda item listed or being considered on this agenda for the Board of Animal Services Commissioners)

Public Comment:  
None

### 3. COMMISSION BUSINESS

A. Approval of the Minutes for Meeting of November 24, 2020.

**Commissioner Sandoval** moved to approve the minutes for the meeting of November 24, 2020.

**Commissioner Finsten** seconded and the motion was approved by a vote of 5-0.

Ayes: Gross, García, Cohen, Finsten, and Sandoval.

Noes: None.

Absent: None.

Public Comment:  
None

### 4. ORAL REPORT OF THE GENERAL MANAGER

**GM Brenda Barnette** discussed the following:

- The Financial Statement Report (FSR) was published a few days ago which included a 3% budget reduction exercise.
- The cat EIR has passed through the PAW committee and is scheduled for City Council today.
- Volunteer duties have been cut back due to the increase in Covid cases. The only volunteer services being offered right now are for the Pet Food Pantry.
- 13 employees have tested positive for Covid.
- 12-hour shifts have been extended.
- **Senior Management Analyst Catherine Chico** added that vacant positions and any savings from the SIP were not allowed to be included in the reduction exercise.

Public Comment was made by:

- **Gail Raff** - asked why non-essential personnel were not included in the reduction exercise.
- **Cathy Serksnas** - stated it is shameful that the General Manager does not support her own Department or employees.
- **Martha Chaffin** - stated the Department should not be eliminating the ACT positions.

Please join us at our website: [www.LAAnimalservices.com](http://www.LAAnimalservices.com)

- **Teri Austin** - asked what provisions could be made for the mobile spay/neuter clinics to assist the shelters.

## 5. COMMISSIONERS' ORAL REPORTS AND FUTURE AGENDA ITEMS

**Commissioner Gross:**

- None.

**Commissioner Cohen:**

- None.

**Commissioner Finsten:**

- None.

**Commissioner García:**

- None.

**Commissioner Sandoval:**

- Requested a report back from the spay/neuter clinics who are requiring vaccinations before any spay/neuter surgery.

Public Comment:

None

## 6. BOARD REPORTS

- A. Presentation of Retirement Certificate for Management Analyst Patricia Avilez (Information Item)

**Catherine Chico** presented Management Analyst Patricia Avilez with a Retirement Certificate and thanked her for her 35 plus years of dedication to the City of Los Angeles and the Department of Animal Services.

Public Comment:

None

- B. Acceptance of a \$50,000 Donation from The Annenberg Foundation into the Animal Welfare Trust Fund for Charitable Purposes of the City of Los Angeles Department of Animal Services (Action Item)

**Catherine Chico** requested authorization to accept a \$50,000 donation from The Annenberg Foundation.

**Commissioner Sandoval** made a motion to approve the acceptance of a \$50,000 Donation from The Annenberg Foundation into the Animal Welfare Trust Fund for Charitable Purposes of the City of Los Angeles Department of Animal Services.

**Commissioner García** seconded and the motion was approved by a vote of 5-0.

Ayes: Gross, García, Cohen, Finsten, and Sandoval

Noes: None.

Absent: None.

Public Comment:  
None

C. Woofstat Report for October 2020 (Information Item)

**GM Brenda Barnette** discussed the October Woofstat Report.

During GM Barnette's report, President Gross informed the Commission and the Department that the Cat EIR was approved by City Council.

Public Comment was made by:

- **Gail Raff** - thanked Kitten Rescue for rescuing 42 cats from East Valley.

D. Phone Report Update (Information Item)

**District Supervisor Gerald Hill** provided an update on the Department's phone system and the challenges we are facing due to the impact of Covid on staff.

Public Comment:  
None

**ADJOURNMENT**

Meeting adjourned at 10:47 a.m.



**BOARD OF  
ANIMAL SERVICES  
COMMISSIONERS**

LARRY GROSS  
PRESIDENT

OLIVIA E. GARCIA  
VICE PRESIDENT

**COMMISSIONERS**

JILL COHEN

ALISA FINSTEN

JOSE SANDOVAL

**City of Los Angeles**

CALIFORNIA



**ERIC GARCETTI  
MAYOR**

**DEPARTMENT OF  
ANIMAL SERVICES**  
221 N. Figueroa Street  
6<sup>TH</sup> Floor, Suite #600  
Los Angeles, CA 90012

(888) 452-7381  
FAX (213) 482-9511

**BRENDA F. BARNETTE**  
GENERAL MANAGER

**TAMMY WATSON**  
ASSISTANT GENERAL MANAGER  
Administration

**ANNETTE RAMIREZ**  
INTERIM ASSISTANT GENERAL MANAGER  
LifeSaving

**DR. JEREMY PRUPAS**  
CHIEF VETERINARIAN

**Report to the Board of Animal Services Commissioners**

**MEETING DATE:** January 12, 2021

**PREPARED BY:** Annette Ramirez

**REPORT DATE:** December 3, 2020

**TITLE:** Interim Assistant General Manager

**SUBJECT: ACCEPTANCE OF A \$50,000 GRANT FROM MADDIE'S FUND INTO THE ANIMAL WELFARE TRUST FUND FOR LOS ANGELES ANIMAL SERVICES KEEPING FAMILIES TOGETHER AND BUILDING A COMMUNITY-CENTRIC SHELTER**

**BOARD ACTION RECOMMENDED:**

1. **ACCEPT** a \$50,000 grant from Maddie's Fund for restricted purposes on behalf of the City of Los Angeles Department of Animal Services;
2. **APPROVE** the deposit of these funds into the applicable Appropriation Accounts within the Animal Welfare Trust Fund – Fund No. 859, designated for the grant's restricted purposes;
3. **FORWARD** the acceptance of these grant funds to the Mayor and City Council for approval; and
4. **APPROVE** the disbursement of these funds in accordance with the provisions of the Animal Welfare Trust Fund.

**SUMMARY**

The Los Angeles Administrative Code, Section 5.200.1 (Receipt of Property) states that any gift or bequest to be used by the Department that exceeds \$25,000 must be approved by the Mayor and City Council.

On December 14, 2020, the Department of Animal Services was selected to receive a grant in the amount of \$50,000 from Maddie's Fund. These funds will be restricted to the Animal Welfare Trust Fund and utilized strictly for programs which support the Human Animal Support Services programs to keep families together and animals out of the shelter and in homes. Funding will not be utilized for staffing.

"Creating a Humane LA"

**AN EQUAL OPPORTUNITY EMPLOYER**

Visit our website at [www.LAAnimalServices.com](http://www.LAAnimalServices.com)

Report to the Board of Animal Services Commissioners  
SUBJECT: ACCEPTANCE OF A \$50,000 GRANT FROM MADDIE'S FUND INTO THE ANIMAL WELFARE TRUST FUND FOR LOS ANGELES ANIMAL SERVICES KEEPING FAMILIES TOGETHER AND BUILDING A COMMUNITY-CENTRIC SHELTER

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This grant will help the Department continue to implement the programs which keep the animal/human families together and build upon a Community-centric shelter while reducing intake. Funding will go directly to materials and supplies for our Pet Food Pantry, Pet Retention Program, and Foster/Adopter supplies.

The grant is to be dispersed as follows:

- \$20,000 for the Pet Food Pantry
- \$15,000 for the Pet Retention Program
- \$15,000 for the Foster/Adoption Program

**FISCAL IMPACT:**

There will be no financial impact to the General Fund. The funds from this grant will be deposited into the Animal Welfare Trust Fund and disbursements will be made pursuant to the provisions of the Fund.

Approved:

*Brenda F. Barnette*

\_\_\_\_\_  
Brenda F. Barnette, General Manager

Attachment

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**BOARD ACTION:**

_____ Passed	Disapproved _____
_____ Passed with noted modifications	Continued _____
_____ Tabled	New Date _____



December 21, 2020

Brenda Barnette  
Chief Executive Director  
Los Angeles Animal Services  
221 N Figueroa St. #600  
Los Angeles, CA 90012

Dear Brenda:

The Duffield Family Foundation, dba Maddie's Fund®, is pleased to inform you that on December 14, 2020 the Maddie's Fund Board of Directors approved a grant in the amount of \$50,000 to be paid to Los Angeles Animal Services to support the Animal Welfare Trust Fund for Human Animal Support Services Programs. This grant is being made in response to the proposal submitted by Los Angeles Animal Services to Maddie's Fund on December 7, 2020 (the "Proposal"). Payment of this grant is subject to the terms and conditions described more fully below.

### **Funding of the Grant**

Maddie's Fund will fund the grant in the amount of \$50,000 after we receive from Los Angeles Animal Services a countersigned copy of this letter agreement.

### **Use of Grant Funds**

Los Angeles Animal Services agrees that all grant monies received and any income therefrom ("Grant Funds") will be used only to support the Animal Welfare Trust Fund for Human Animal Support Services Programs, as described in the Proposal. Grant Funds may not be used for any other purposes without the prior written approval of Maddie's Fund. We look forward to helping you share your HASS successes through our blog, webcasts and recommendations for conference presentations.

### **Grant Reporting Requirements**

Los Angeles Animal Services agrees to attend a Zoom Huddle as the reporting requirement for this grant. The Huddle will be held within two weeks of the end of the grant period (i.e., early July 2021). Maddie's Fund will be in contact with Los Angeles Animal Services to schedule the Huddle towards the end of the grant period.



Los Angeles Animal Services acknowledges that it is a member of the Maddie's Fund Coalition in Shelter Animals Count ([www.shelteranimalscount.org](http://www.shelteranimalscount.org)).

As a national animal welfare leader and funder of animal welfare in North America, Maddie's Fund believes that organizations should be transparent about the number of animals that come under their care, and the outcome for all of those animals. That is why we support the public availability of key data (the basic data matrix as defined by [Shelter Animals Count](http://www.shelteranimalscount.org)), from all animal welfare agencies and nonprofits, both publicly and privately funded and whether or not they provide government animal control services or humane law enforcement.

### **Maddie Recognition and Trademark Matters**

Los Angeles Animal Services agrees that in consideration of this grant, Los Angeles Animal Services will, in consultation with Maddie's Fund, fully implement the Maddie Recognition Plan attached to this letter agreement as Exhibit A. Accordingly, Maddie's Fund hereby grants Los Angeles Animal Services a limited, non-exclusive, non-transferable license solely to use the Maddie's Fund name and logo ("Maddie's Fund Marks") in providing such recognition and benefits. No alteration may be made to the Maddie's Fund logo, including, without limitation, any alteration to the color, typeface or any elements of the logo's design without the prior written approval of Maddie's Fund, in its sole and absolute discretion. Los Angeles Animal Services further agrees not to use the Maddie's Fund Marks in any way which would have a reasonable possibility of damaging the goodwill built up in the marks or disparaging or impugning the reputation of Maddie's Fund and/or its affiliated entities.

All use of the Maddie's Fund Marks will inure to the benefit of Maddie's Fund. All use of the Maddie's Fund Marks will also be subject to the reasonable guidelines and limitations set by Maddie's Fund from time to time. In addition, the quality of any goods and services provided in connection with or having any relation to the Grant Funds will be at a high level consistent with industry standards and at least commensurate with the quality of any goods or services previously rendered by Los Angeles Animal Services. The Maddie's Fund Marks may not be used in any manner that is likely to cause confusion in the public, for example, suggesting a closer relationship with, affiliation with, sponsorship by, or endorsement by Maddie's Fund than actually exists.

If this license or this entire agreement is not terminated sooner, the term of the license shall be one year from the date of this letter. The license shall be automatically renewed for successive one-year terms at the end of each such term, unless Maddie's Fund gives notice of its election not to renew the license at least ninety (90) calendar days prior to the end of a term, or terminates the license for non-compliance as set forth below. Maddie's Fund may terminate the license of its name and marks granted herein with ten (10) calendar days' notice at any time if Maddie's Fund determines that Los Angeles Animal Services has not complied with any of the terms in this agreement, if Los Angeles Animal Services has ceased being a non-profit public entity, or if Maddie's Fund determines in its sole and absolute discretion that allowing continued use of such name or marks by Los Angeles Animal Services in any way damages the goodwill built up in such name or marks, disparages or impugns the reputation of Maddie's Fund and/or its affiliated entities, or subjects Maddie's Fund and/or its affiliated entities to undesired legal or business risks or liability.



Los Angeles Animal Services acknowledges and agrees that Maddie's Fund owns all right, title, and interest, including without limitation all trademark and other intellectual property rights, in the terms "Maddie's Fund" and "Maddie's", all of its trademarks and service marks incorporating the terms "Maddie's Fund" and "Maddie's", and all of its trademarks and service marks incorporating the Maddie's Fund logo. Los Angeles Animal Services agrees to cooperate with Maddie's Fund in facilitating Maddie's Fund's control of the nature and quality of the use of the Maddie's Fund Marks, to permit reasonable inspection by Maddie's Fund of the use of the Maddie's Fund Marks by Los Angeles Animal Services, and to supply Maddie's Fund with specimens of all uses of the Maddie's Fund Marks upon request.

## **Remedies**

Los Angeles Animal Services agrees to immediately repay to Maddie's Fund any portion of Grant Funds which is spent or committed for any purpose other than to support the Animal Welfare Trust Fund for Human Animal Support Services Programs, as described in the Proposal. If Maddie's Fund in its reasonable discretion determines that Los Angeles Animal Services has substantially violated or failed to carry out any provision of this letter agreement, including but not limited to failure to submit adequate reports when due, Maddie's Fund may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Los Angeles Animal Services under this or any other grant agreement, and Maddie's Fund may demand the return of all or part of the grant funds not properly spent or committed to third parties, which Los Angeles Animal Services shall immediately repay to Maddie's Fund. Maddie's Fund may also avail itself of any other remedies available by law. This Agreement may be enforced by Maddie's Fund by an action for specific performance and injunctive relief or by any other appropriate remedy by any court having jurisdiction. Los Angeles Animal Services acknowledges and agrees that Maddie's Fund shall have the legal standing necessary to bring any suit it deems necessary to enforce the terms of this letter agreement.

## **General Provisions**

Maddie's Fund may review financial and other records and materials connected with any equipment purchased or activities financed by this grant. Los Angeles Animal Services also agrees to allow Maddie's Fund to distribute this letter agreement to other third parties and to reference and/or include information about this grant in public reports, press releases, and other public or private communications with input from Los Angeles Animal Services.

By countersigning this letter, you represent that Los Angeles Animal Services is a political subdivision of a state, county, or municipality as described in Internal Revenue Code Section 170(c)(1). Los Angeles Animal Services agrees that it will use proceeds granted by Maddie's Fund for exclusively public purposes as required by IRC Section 170(c)(1). Los Angeles Animal Services will not use any amounts granted by Maddie's Fund to carry on propaganda or otherwise attempt to influence legislation. Los Angeles Animal Services also agrees not to use the Grant Funds to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive.



The activities described in this agreement in no way create an agency relationship between Maddie's Fund and Los Angeles Animal Services, or any other person, organization, or entity related to or acting on behalf of Los Angeles Animal Services. Nor do the activities described in this agreement make Maddie's Fund in any way responsible for the actions or inactions of Los Angeles Animal Services, or any other person, organization, or entity related to or acting on behalf of Los Angeles Animal Services.

This letter agreement constitutes the entire agreement between the parties and supersedes any prior oral or written understandings, communications, and representations. This agreement may be signed in counterparts and may be amended or modified only by a written document executed by duly authorized representatives of Los Angeles Animal Services and Maddie's Fund. The failure by Maddie's Fund to exercise or enforce any right under this agreement, or the waiver of any such right at the time it arises, shall not operate as a waiver of Maddie's Fund's right to exercise or enforce such right or any other right in the future.

If this letter correctly sets forth Los Angeles Animal Services' understanding of the agreement with Maddie's Fund regarding this \$50,000 grant, please countersign this letter at the place indicated below and return it to Maddie's Fund.

On behalf of all of us at Maddie's Fund, we wish Los Angeles Animal Services the best of success in its humane work.

Sincerely,

MADDIE'S FUND®

By: Mary Ippoliti-Smith  
Mary Ippoliti-Smith  
Executive Leadership Team

AGREED TO AND ACCEPTED  
THIS 22 DAY OF DECEMBER 2020

LOS ANGELES ANIMAL SERVICES

By: Brenda F. Barnette  
Brenda Barnette  
Chief Executive Director



Maddie's  
Fund

6150 Stoneridge Mall Road, Suite 125, Pleasanton, CA 94588  
925.310.5450 | [info@maddiesfund.org](mailto:info@maddiesfund.org) | [www.maddiesfund.org](http://www.maddiesfund.org)

P. 4



## Exhibit A

### Maddie Recognition Plan

In order to recognize The Duffield Family Foundation, dba Maddie's Fund®, and Maddie, the Miniature Schnauzer who made possible \$50,000 in funding to support Los Angeles Animal Services' Animal Welfare Trust Fund for Human Animal Support Services Programs, Los Angeles Animal Services agrees, subject to the license and other terms set forth in the letter agreement dated December 21, 2020 between Maddie's Fund and Los Angeles Animal Services, to include the following recognition as it administers this grant:

- X **Naming Opportunity:** Los Angeles Animal Services will work with Maddie's Fund on an appropriate naming opportunity and any accompanying signage.
- X **Education/Training Materials:** Los Angeles Animal Services will work with Maddie's Fund on providing, hosting or presenting educational content or training materials for Maddie's Fund, such as articles, blog posts, flash classes, Maddie Talk videos, content for the Maddie's Fund Resource Libraries, etc.
- X **Media Releases/Announcements/Alerts:** Media/Press releases/announcements/alerts issued by Los Angeles Animal Services about this grant or any activities funded by this grant will include two items: (1) after the first mention of Maddie's Fund include "a national family foundation established by Dave and Cheryl Duffield to revolutionize the status and well-being of companion animals"; and (2) the full "About Maddie's Fund" statement below.\* Los Angeles Animal Services will work with the Maddie's Fund Marketing Department to obtain quotes and review the release/announcement/alert.
- X **Newsletters/Magazines:** Online and written materials that describe this grant and that are published in external or internal publications or websites will include the Maddie's Fund Recognition Logo\*\* with a link to the Maddie's Fund website and the following statement, "Los Angeles Animal Services is a proud recipient of funding from Maddie's Fund® ([www.maddiesfund.org](http://www.maddiesfund.org)), helping to achieve a no-kill nation #ThanksToMaddie."
- X **Promotional Materials/Advertising:** Any promotional materials or advertising about this grant or activities funded by this grant, or promotional materials or advertising made possible by this grant, will include the Maddie's Fund Recognition Logo\*\* and the hashtag #ThanksToMaddie.
- X **Website:** On the homepage of Los Angeles Animal Services' website, Los Angeles Animal Services agrees to post the Maddie's Fund Recognition Logo\*\* with a link to the Maddie's Fund website and the following statement, "Los Angeles Animal Services is a proud recipient of



funding from Maddie's Fund® ([www.maddiesfund.org](http://www.maddiesfund.org)), helping to achieve a no-kill nation #ThanksToMaddie."

- x **Grant Announcements:** Any announcement or other description of this grant or activities funded by this grant issued by Los Angeles Animal Services will include the following statement, "Made possible by a grant from Maddie's Fund® #ThanksToMaddie." and link to or include the link [www.maddiesfund.org](http://www.maddiesfund.org).
- x **Social Media:** Any post on Los Angeles Animal Services' social media about this grant or activities funded by this grant will include the hashtag #ThanksToMaddie.
- x **Donor Recognition:** Los Angeles Animal Services will include Maddie's Fund as appropriate on donor wall, annual report, website, newsletter or other printed materials with donor information.

#### **\*About Maddie's Fund**

Maddie's Fund® is a family foundation created in 1994 by Workday co-founder Dave Duffield and his wife, Cheryl, who endowed the Foundation with more than \$300 million. Since then, the Foundation has awarded more than \$237.6 million in grants toward increased community lifesaving, shelter medicine education and pet adoptions and foster care across the U.S. The Duffields named Maddie's Fund after their Miniature Schnauzer, Maddie, who made them laugh and gave them great joy. Maddie was with Dave and Cheryl for ten years and continues to inspire them today.

Maddie's Fund is the fulfillment of a [promise](#) to an inspirational dog, investing its resources to create a no-kill nation where every dog and cat is guaranteed a healthy home or habitat. #ThanksToMaddie.

**\*\*Maddie's® Grant Recognition Toolkit** can be found at <http://www.maddiesfund.org/grant-recognition.htm>. For review and approval of materials, please contact the Marketing Team at [marketing@maddiesfund.org](mailto:marketing@maddiesfund.org).





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**DEPARTMENT OF  
ANIMAL SERVICES**  
221 N. Figueroa Street  
6<sup>TH</sup> Floor, Suite #600  
Los Angeles, CA 90012

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BRENDA F. BARNETTE  
GENERAL MANAGER

TAMMY WATSON  
ASSISTANT GENERAL MANAGER  
Administration

ANNETTE G. RAMIREZ  
INTERIM ASSISTANT GENERAL MANAGER  
LifeSaving

DR. JEREMY PRUPAS  
CHIEF VETERINARIAN

**Report to the Board of Animal Services Commissioners**

**MEETING DATE:** January 12, 2021

**PREPARED BY:** Annette Ramirez

**REPORT DATE:** December 29, 2020

**TITLE:** Interim Assistant General Manager

**SUBJECT: ACCEPTANCE OF A \$50,000 GRANT AWARDED BY THE AMERICAN SOCIETY  
FOR THE PREVENTION OF CRUELTY TO ANIMALS (ASPCA) FOR THE  
SPAY/NEUTER OF FREE ROAMING CATS**

**BOARD ACTION RECOMMENDED:**

1. **ACCEPT** a grant award in the amount of \$50,000 from the ASPCA for the spay/neuter services of free roaming cats;
2. **AUTHORIZE** the establishment of new Appropriation Account No. 060053 in the Animal Sterilization Fund – Fund No. 842 entitled, "Community Cat S/N Program" for the depositing of donations, grants, and appropriations specifically designated for the spay/neuter of free roaming cats;
3. **FORWARD** the acceptance of these grant funds and authorization to establish the new Appropriation Account No. 060053 in the Animal Sterilization Fund – Fund No. 842 entitled, Community Cat S/N Program for the spay/neuter of free roaming cats to the Mayor and City Council for approval;
4. **FORWARD** the adopted Council File to the Controller's Office to create Appropriation Account No. 060053 within the Animal Sterilization Fund – Fund No. 842 entitled, "Community Cat S/N Program" for the depositing of donations, grants, and appropriations specifically designated for the spay/neuter of free roaming cats; and
5. **APPROVE** the deposit of these funds into the newly established Appropriate Account within the Animal Sterilization Fund – Fund No. 842 and restrict these funds for the designated purpose of spay/neuter services for free roaming cats.

"Creating a Humane LA"

AN EQUAL OPPORTUNITY EMPLOYER

Visit our website at [www.LAAnimalServices.com](http://www.LAAnimalServices.com)

Report to the Board of Animal Services Commissioners

SUBJECT: ACCEPTANCE OF A \$50,000 GRANT AWARDED BY THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (ASPCA) FOR THE SPAY/NEUTER OF FREE ROAMING CATS

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## **BACKGROUND:**

On December 23, 2020, the Department of Animal Services (Department) submitted an application to the ASPCA for a grant in the amount of \$50,000 for the Cat Spay/Neuter project. On December 28, 2020, the ASPCA awarded Grant No. 202012-28232 in the amount of \$50,000 to the Department per the attached Grant Agreement Reference (Agreement). The Agreement contains all grant requirements, timeliness, usage and reporting requirements.

The terms and conditions of the grant were accepted and agreed upon by the Department, the Agreement was signed and returned to the ASPCA. Receipt of funds are pending as of the date of this report.

## **SUMMARY:**

Los Angeles Animal Services has been unable to spay/neuter community cats due to an injunction for 12+ years and we are experiencing an unprecedented growth in the number of community cats and kittens entering our shelters. The Department has completed the first ever Environmental Impact Report (EIR) regarding the impact of cats on the community. Professional analysis has shown that spay/neuter is the only way to humanely and effectively reduce the free roaming cat population. Our shelter cat intake has grown annually during the time the injunction prevented us from spaying/neutering community cats.

Due to the COVID-19 pandemic and the severe budget constraints the Department is facing, the Department will be unable to spay/neuter enough cats without financial assistance. The City of Los Angeles has a mandatory spay/neuter ordinance for pet dogs, cats, and rabbits. Residents can obtain free spay/neuter vouchers for pets (3 dogs and 3 cats) which can be redeemed through contracted veterinarians.

The Department currently has agreements with over 50 veterinary clinics which accept our vouchers. Our goal is to support 20,000 additional spay/neuter surgeries for community cats. TNR groups who register with the Department and keep their records updated monthly will be eligible to receive vouchers for community cats. The vouchers issued for community cats will be tracked separately from those issued for pet cats.

Our Public Relations Team will promote a public education campaign using our website, social media, newsletters, media outlets, Council Districts, Neighborhood Council, and Community Cat TNR groups advising them how to obtain vouchers. Vouchers may be redeemed at any of our privately operated clinics attached to our shelter facilities, any of our contract mobile spay/neuter vehicles, or any of the local veterinary clinics who participates in the voucher program. As part of this campaign, we will raise awareness for both the spay/neuter services and the support from the ASPCA. All awarded funds would directly support the Community Cat Voucher Program's spay/neuter surgeries as a \$70 reimbursement per surgery. Staff time for issuing and managing the voucher program as well as overhead costs will continue to be funded by the Department.

Report to the Board of Animal Services Commissioners  
SUBJECT: ACCEPTANCE OF A \$50,000 GRANT AWARDED BY THE AMERICAN SOCIETY FOR  
THE PREVENTION OF CRUELTY TO ANIMALS (ASPCA) FOR THE SPAY/NEUTER OF FREE  
ROAMING CATS

---

**FISCAL IMPACT:**

There will be no financial impact to the General Fund. This grant will be deposited into the Animal Sterilization Fund – Fund No. 842 and be used in accordance with the grant’s terms and conditions.

Approved:



Brenda F. Barnette, General Manager

Attachment: Grant Agreement Reference – Grant Number 202012-28232

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**BOARD ACTION:**

_____ Passed	Disapproved _____
_____ Passed with noted modifications	Continued _____
_____ Tabled	New Date _____



**Grant Agreement Reference:**

NAME: **Los Angeles Animal Services**

PROJECT: **Cat Spay/Neuter**

AMOUNT: **\$ 50,000**

GRANT NUMBER: **202012-28232**

GRANT TERM: **12/28/2020 - 06/30/2021**

ASPCA GRANT OFFICER: **Jesse Oldham**

GRANT ACCOUNT LOGIN: <https://aspca.fluxx.io>

December 28, 2020

Brenda Barnette

221 N. Figueroa Street, Suite #600

Los Angeles, CA 90012

Dear Brenda Barnette,

The American Society for the Prevention of Cruelty to Animals (the "ASPCA") is deeply honored to be able to grant to Los Angeles Animal Services (the "Grantee," and together with the ASPCA, the "parties" and each a "party") the amount of \$ 50,000 (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: Cat Spay/Neuter (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 the signed original contract, including all pages. By signing this Agreement, 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.**

The Grantee shall communicate with Jesse Oldham ([jesse.oldham@aspca.org](mailto:jesse.oldham@aspca.org)) (the "ASPCA Grant Officer") according to the schedule and additional instructions (if applicable) to review and evaluate the use of the Grant funds.

Report Type	Due Date
Final Report	07/14/2021

**Requirements must be submitted through your ASPCA Grants account at:**  
<https://aspc.fluxx.io/>

An explanation of additional grant requirements you may be asked to fulfill are described in Schedule 1 and on our website at [aspcapro.org/grant-reporting-requirements](http://aspcapro.org/grant-reporting-requirements).

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 [jesse.oldham@aspc.org](mailto:jesse.oldham@aspc.org) with the requirement type (e.g. Progress Report, Final 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 approximate schedule:

Payment ID	Due at	Amount Due
21143910	12/28/2020	\$ 50,000

Please note that payment is contingent upon our receipt of the signed contract, including all pages of the Agreement and original signature on the Agreement, from you. The ASPCA will not advance Grant funds until all required documents have been received and reviewed. Please return the originally executed agreement 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 that pertain to "Cat Spay/Neuter".

The Grantee agrees that it is the sole employer of all individuals who are compensated in whole or in part with Grant funds, or whose employment, fellowship or internship position arises in any way as a direct or indirect result of the Grant (each a "Funded Position"). The Grantee further agrees that it is exclusively responsible for the classification and engagement of any contractors whose fees and/or expenses are paid in whole or in part with Grant funds ("Funded Contractor"). Accordingly, the Grantee agrees that with respect to any Funded Position and/or any Funded Contractor, the Grantee is exclusively responsible for compliance with, and will comply with, any and all applicable federal, state and local employment laws, regulations and rules, including, but not limited to, any employer obligations to: (a) timely pay all wages or other compensation due; (b) withhold and remit employment taxes; (c) administer any required discipline; (d) provide insurance coverages; (e) prohibit discrimination or harassment based on any protected characteristic; and (f) provide any required leave or accommodation. The Grantee acknowledges and agrees that the parties to this Agreement are in the relationship of Grantor and Grantee, and the use of Grant funds for Funded Positions and/or Funded

Contractors does not constitute a joint venture, affiliation, or joint employment relationship of any kind.

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 agrees that at no time will any funds it receives from the ASPCA be used to attempt to influence the outcome of any selection, nomination, election, or appointment of any individual to any public office or office of a political organization within the meaning of Internal Revenue Code Section 527(e)(2), and shall furthermore not use any of the funds it receives from the ASPCA to participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

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 Annette Ramirez (the "Grantee Key Contact"), and the Grantee Key Contact shall communicate with Jesse Oldham (jesse.oldham@aspc.org) on an as-needed basis to review and evaluate the use of the Grant funds. The Grantee Key Contact is encouraged to contact the ASPCA Grant Officer at any time to communicate information related to the grant, and must contact the ASPCA Grant Officer as soon as practicable if the Grantee expects that it may need to make any changes to the Project, or it encounters circumstances that may substantially impact outcomes or goals stated in the application or enumerated in this contract.

For projects that include grant funds used to purchase food for a gathering of individuals, including at conferences, trainings and other events sponsored by the ASPCA, the Grantee will limit the use of ASPCA funds to purchase vegetarian, vegan, fish or welfare-certified meat products only. "Welfare-certified meat products" shall mean products that are from farms, obtained either directly or through another supplier (restaurant, retailer, etc.), that are certified by at least one of the following certification programs: (a) Animal Welfare Approved; (b) Certified Humane; and/or (c) Global Animal Partnership, Steps 2 and above. For more information about welfare-certified products or where to locate welfare-certified products, please visit <http://www.aspc.org/take-action/help-farm-animals/finding-higher-welfare-products>.

Employees, volunteers or other associates of the Grantee whose food expenses are reimbursed or otherwise paid from ASPCA grant funds, including, but not limited to beneficiaries of travel stipends and scholarships, are strongly encouraged to choose higher-welfare meat products, fish, vegan or vegetarian food.

**3. Acknowledgement 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.

Jpegs of the ASPCA logo are included on the URL below for your use on your website or other collateral. Additional logos and badges can also be found there: <http://aspcapro.org/badges>. Instructions regarding links to the ASPCA's website can be found at this URL: <http://www.asPCA.org/about-us/linking-policy>.

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](mailto:press@asPCA.org). A suggested press release template is provided as Schedule 2 as a helpful guide. Social media tips are provided on Schedule 3.

**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. Unspent Grant Balance.** If the Grantee anticipates not spending or committing to spend the full grant amount within the Grant Term, the Grantee may request an extension to allow for more time to complete the Project without requesting additional funds. To request an extension, the Grantee must login to the ASPCA grants portal at <https://aspca.fluxx.io/> 30 days prior to the grant end date or earlier to provide the following: 1) a brief (2-3 sentence) explanation for why the extension is necessary, 2) any proposed changes to the Project budget line items, if applicable, and 3) a proposed new end date for the grant.

The ASPCA, in its sole discretion, may approve the extension request and extend the grant term to a date different from the Grantee's proposed new end date. If the ASPCA declines the request for an extension, or if the Project is completed but carries a balance of unspent funds, the Grantee shall promptly refund and pay back to the ASPCA the unexpended balance.

**8. 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.

**9. Modification.** No amendment or modification of this Agreement shall be valid, unless made in writing and duly executed by the parties hereto. To request a modification, the Grantee must login to the ASPCA grants portal at [https://aspca.fluxx.io.](https://aspca.fluxx.io/)

**10. 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  
GRANT NUMBER: 202012-28232  
GRANT AMOUNT: \$ 50,000

Sincerely,  
**THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS**

---

Lauren Martin  
Deputy General Counsel

**ACCEPTED AND AGREED:**

Los Angeles Animal Services

By (signature of CEO/President/Director):

DocuSigned by:  
*Brenda Barnette*  
BC98D044055F4CF...

Name/Title: Brenda Barnette

General Manager

**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 grantee 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 at <https://aspca.fluxx.io/>.
- 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 login to your ASPCA Grant Account 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:

- **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. Narrative text entry and/or upload.
- **Financial Report/Receipts** - a comprehensive list of expenditures for which grant money had 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. Receipts and/or invoices should be uploaded when appropriate. Narrative text entry and/or upload.
- **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. Narrative text entry for captions plus uploads.
- **Press Information** - links to or uploads of press releases, clips or links showing recognition of the ASPCA's grant for your project. You can also include stories, anecdotes, quotes, and social media posts that could be used for promotional purposes including human interest stories with accompanying photos. Narrative text entry and/or upload.
- **Progress Report** - an interim report designed to inform your grant officer on the status of the project. Narrative text entry and/or upload.
- **Signed Amendment** - an interim report designed to inform your grant officer on the status of the project. Narrative text entry and/or upload.
- **Signed Contract** – all grant awards payments are contingent upon your submission of your signed contracts. Electronic signature (DocuSign) is preferred. (If you are unable to sign and send your contract electronically, please email it to [grants@aspca.org](mailto:grants@aspca.org), or mail 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.

## Schedule 2: Press Release Template (Optional)

# Your Organization's Logo Here

[DATE]

Media Contact: [NAME]  
[PHONE] / [EMAIL]

### Headline

*Subheader*

[City], [State]—The [Organization] today announced (general information about the initiative/program/event/grant)

“Compelling opening statement about a problem,” said Spokesperson, title. “Quote that includes more information about how the funding will assist in impacting animals.” (Example: “Many families have sadly had to part with their pets in recent years as a result of the economic downturn,” observes Jane Doe, director of shelter operations. “These funds will help expand our safety net program in order to keep more families together.”)

*Optional quote from the ASPCA (must contact ASPCA Media Department [press@aspca.org](mailto:press@aspca.org))*

Paragraph with detailed information about initiative/program/event/grant.

For more information, please visit [website].

### **About [Organization]**

History and background of your organization.

###

## Schedule 3: Social Media Tip Sheet for Grantees

### Why Use Social Media?

Using social media tools such as Facebook, Twitter, YouTube, and blogs to spread the word about your organization and the great work it does can be a powerful and cost-effective strategy for capturing the attention of potential and existing adopters and donors. If you aren't already using social media, here are three of the most compelling reasons to do so:

- e. ☐ **The potential reach of social media is immense.** In contrast to more conventional publicity vehicles, such as printed advertisements, nearly everyone has equal access to your message, and your audiences can easily and immediately share that message with their audiences, helping it go exponentially farther. Social media tools make it easier to see who you're reaching and easier to interact with your constituents, and thereby build and strengthen connections with them.
- f. ☐ **Social media tools are free.** There is no cost to sign up for accounts on Facebook, Twitter, YouTube, or blogging sites such as WordPress or Blogger, which eliminates barriers to entry for cash-conscious organizations. Social-media-savvy volunteers can provide *pro bono* assistance in promoting your organization's work with these tools.
- g. ☐ **Brevity is a virtue.** In the social media realm, lengthy appeals can be counterproductive – usually a few words or lines, a brief story, a photo, or a video can be ideal for generating substantial interest in your efforts. There's no need to use every available social media platform – choose only the one(s) that best fit your organization's communication style.

### ASPCA Grant Publicity Guidelines

Social media tools make it easy to share news about your ASPCA grant and the project it is supporting! Updates on your successes that engage readers, along with clear and colorful photos and videos that showcase those successes, will help your group to attract more followers. We encourage you to publicize your funded project – and if you do, please loop in your grant officer to let him/her know!

### Connect with us...



...on Twitter at **@aspcapro** and **@aspcapro**

Using the **#aspcagrants** hashtag to share news of your ASPCA grant and its impact makes it easy for adopters and donors across the Twitterverse to catch wind of your success, whether or not they're already followers.



...on Facebook at **facebook.com/aspcapro** and **facebook.com/ASPCAPro**

Becoming a "fan" of ours and creating a "fan" page of your own makes it easy for the ASPCA, other organizations, and the general public to learn about your organization and the great work you do, and to share your success with others. We hope you'll "like" us!



...on YouTube at **youtube.com/ASPCA** and **youtube.com/ASPCAPro**

Many smartphones make it easy to shoot and upload videos to YouTube, which provides a powerful platform for your audiences to literally see your work in action. Subscribe to the ASPCA's channel and see how other animal welfare organizations are using YouTube to bring their efforts to life.

### Resources

- **ASPCAPro Resource Library** (<http://www.aspcapro.org/resource-library>) – This repository of articles, tip sheets, and webinars has been developed specifically to serve the needs of our grantees.
- **The Social Animal** (<http://www.thesocialanimal.com/>) – A blog focused on helping animal welfare advocates use social media tools to accomplish their mission more effectively.
- **Beth Kanter's Blog** (<http://www.bethkanter.org/>) – A blog focused on helping nonprofits use social media and other digital tools to achieve social change.

**BOARD OF  
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**City of Los Angeles**

CALIFORNIA



**ERIC GARCETTI**  
MAYOR

**DEPARTMENT OF  
ANIMAL SERVICES**

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(888) 452-7381  
FAX (213) 482-9511

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TAMMY WATSON  
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INTERIM ASSISTANT GENERAL MANAGER  
Lifesaving

DR. JEREMY PRUPAS  
CHIEF VETERINARIAN

**Report to the Board of Animal Services Commissioners**

**MEETING DATE:** January 12, 2021

**PREPARED BY:** Tammy Watson

**REPORT DATE:** January 4, 2021

**TITLE:** Assistant General Manager

**SUBJECT: AUTHORIZE SIX (6) MONTH EXTENSIONS FOR EXPIRED MOBILE SPAY/NEUTER  
LOS ANGELES ANIMAL SERVICES CONTRACTS – CONTRACT NOS. C-126901,  
C-126900, AND C-125233**

**BOARD ACTION RECOMMENDED:**

1. **APPROVE** six-month draft extensions through June 30, 2021, approved as to form and legality by the City Attorney, to continue mobile spay/neuter contractual services beyond the contract expirations, which will allow sufficient time for the Mayor's Office to complete its Citywide contract review as part of the newly established Cost Containment Measures and allow for the establishment of new mobile contract(s) for the following LA Animal Services (Department) mobile contracts:
  - The Amanda Foundation (Amanda), Contract No. C-126901;
  - The Lucy Pet Foundation Inc., (Lucy Pet) Contract No. C-126900; and
  - SPAY4LA, INC., Contract No. C-125233.
2. **DIRECT** staff to transmit the approved extension agreements to the Office of the Mayor and subsequently to the City Council for approval; and
3. **AUTHORIZE** the Department's General Manager to execute the subject extension agreements upon receipt of all necessary approvals.

**BACKGROUND:**

**The Amanda Foundation and the Lucy Pet Foundation Inc. –**

The Department issued a Request for Proposals (RFP) for mobile spay/neuter services on March 11, 2015 to procure the services of a contractor to operate a mobile spay and neuter clinic. The Department received two proposals, one from Amanda and the other from Lucy Pet. The Board of Animal Services Commissioners authorized the Department to enter into agreements with both Contractors on September 14, 2015. Council approved the Contractors on December 16, 2015 (C.F. 10-2451), authorizing the Department to enter into two-year agreements, with three one-year renewal

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SUBJECT: Authorize Six (6) Month Extensions for Expired Mobile Spay/Neuter Los Angeles Animal Services Contracts – Contract Nos. C-126901, C-126900, and C-125233

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options for each of the Contractors. Amanda's final extension expired on December 16, 2020; Lucy Pet's final extension expired on December 30, 2020.

**SPAY4LA, INC. –**

The Department issued an RFP for mobile spay/neuter services with proposals due on November 1, 2013. SPAY4LA submitted the only proposal, which was deemed responsive and qualified. The Board of Animal Services Commissioners authorized the Department to enter into an agreement with SPAY4LA on June 10, 2014. Council approved the agreement on November 12, 2014, for a one-year contract renewable at the City's sole discretion for up to five additional years, for a period of up to six years (C.F. 14-1459). The final extension of the agreement expired on December 31, 2020.

In anticipation of various spay/neuter and related veterinary service contracts beginning to expire in December, 2020 with no options to extend, the Department released a RFQ on February 19, 2020 to establish a list of pre-qualified on-call spay/neuter (including those for mobile spay/neuter services) and related veterinary service providers. The Board approved the list of spay/neuter service providers on September 22, 2020.

**SUMMARY:**

Due to the City's adverse fiscal impacts as a result of the Novel Coronavirus Pandemic, the Mayor's Office has enacted an additional review level for all City contracts as part of the newly established Cost Containment Measures. The Department requests authority to extend the contracts by six (6) months to enable the Mayor's Office to complete its review to approve new contract awards and extensions.

Continued operation of the mobile spay/neuter clinics is critical to the Department's spay/neuter operations by providing services to many low-income City of Los Angeles residents by bringing services directly into communities that lack sufficient spay/neuter service providers. Approval of this request will ensure that these services continue for those most in-need.

**FISCAL IMPACT:**

The mobile spay/neuter contracts referenced herein have no fiscal impact to the General Fund. The Animal Sterilization Fund will be used to reimburse the Contractors based on rates established by the Animal Services Commission.

Approved:



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Brenda F. Barnette, General Manager

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**BOARD ACTION:**

_____ Passed	Disapproved _____
_____ Passed with noted modifications	Continued _____
_____ Tabled	New Date _____

**BOARD OF  
ANIMAL SERVICES  
COMMISSIONERS**

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**DEPARTMENT OF  
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Administration

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INTERIM ASSISTANT GENERAL MANAGER  
LifeSaving

DR. JEREMY PRUPAS  
CHIEF VETERINARIAN

**Report to the Board of Animal Services Commissioners**

**MEETING DATE:** January 12, 2021

**PREPARED BY:** Catherine Chico

**REPORT DATE:** January 4, 2021

**TITLE:** Senior Management Analyst II

**SUBJECT: REQUEST AUTHORITY TO UTILIZE UP TO \$150,000, ANNUALLY, FROM THE ANIMAL WELFARE TRUST FUND TO PURCHASE MICROCHIPS**

**BOARD ACTION RECOMMENDED:**

1. **AUTHORIZE** the use of up to \$150,000 in Fiscal Year 20-21 and annually thereafter, from the Animal Welfare trust Fund (AWTF) to purchase microchips for the Department of Animals Services (Department) for adopted animals and owned pets whose owners request microchipping services;
2. **APPROVE** the use and withdrawal of funds deposited into the Animal Welfare Trust Fund – Fund No. 859 from monies collected through the sale of microchips donated to the Department by the Michelson Found Animal Foundation; and
3. **APPROVE** the disbursement of these funds in accordance with the provisions of the Animal Welfare Trust Fund.

**BACKGROUND**

Section 53.15.5 of the Los Angeles Municipal Code (LAMC) requires the Department to implant each dog, cat, and rabbit adopted from its animal service centers with a microchip in addition to providing microchipping services to pet owners who bring their pets to the centers to be microchipped.

In order to meet the LAMC mandate, the Department would contract for the purchase of microchips. In approximately 2015, the Department was approached by The Michelson Found Animal Foundation with an offer to donate microchips to meet the Department's needs. The Department has received annual microchip donations from The Michelson Found Animals Foundation from 2015 through 2020. All money generated through the sale of donated microchips has been deposited into the AWTF with the intent to cover the costs of continuing microchipping services, as required, when the microchip donations from The Michelson Found Animals Foundation ceased.

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Report to the Board of Animal Services Commissioners  
SUBJECT: REQUEST AUTHORITY TO UTILIZE UP TO \$150,000, ANNUALLY, FROM THE  
ANIMAL WELFARE TRUST FUND TO PURCHASE MICROCHIPS

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**SUMMARY**

The agreement with The Michelson Animal Foundation to provide free microchips to the Department ended on October 1, 2020. The Department must now purchase microchips to meet the LAMC mandate of providing pet owners and the Department's adopted animals with microchips. The Department requests authority to access up to \$150,000, annually, from the AWTF. The Department requests authority to access the funds that have been deposited into the AWTF from the microchipping fees included in the adoption fees and the fees charged to members of the public requesting microchipping services.

**FISCAL IMPACT:**

There will be no financial impact to the General Fund since money generated through the sale of donated microchips and contained in the AWTF will be used for the purchase of microchips. Revenue generated through the sale of purchased microchips will be deposited into the AWTF and be used to purchase additional microchips in the future.

Approved:

*Brenda F. Barnette*

Brenda F. Barnette, General Manager

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**BOARD ACTION:**

_____ Passed	Disapproved _____
_____ Passed with noted modifications	Continued _____
_____ Tabled	New Date _____