



Marcia Mayeda
Director

County of Los Angeles
Department of Animal Care and Control
Administrative Office
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Long Beach, California 90805
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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

September 20, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

31 September 20, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

APPROVAL OF MUTUAL ASSISTANCE AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS LOS ANGELES AND OTHER AGENCIES FOR ANIMAL CARE AND CONTROL (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Approval by the Board of Supervisors of the attached Animal Care and Control Mutual Assistance Agreement (Agreement) between the County of Los Angeles and the Society for the Prevention of Cruelty to Animals (SPCALA) puts the Agreement into effect and allows the Director of the Department of Animal Care and Control to add other agencies to the Agreement to receive and provide assistance to one another in responding to emergencies involving animals.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the attached Mutual Assistance Agreement with the Society for the Prevention of Cruelty to Animals Los Angeles; and
2. Authorize the Director of the Department of Animal Care and Control to approve the addition of other animal care and control agencies to the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department is responsible for the emergency response and relocation of animals during natural or man-made disasters such as fires, floods, and earthquakes. These responses require a fast deployment of personnel and animal transport vehicles, as well as the establishment and maintenance of emergency sheltering sites for the displaced animals. Many of these incidents cross

jurisdictional boundaries with other animal care and control agencies. Often, additional assistance from unaffected jurisdictions is necessary to provide the most effective response.

It is in the best interest of the County of Los Angeles to enter into a Mutual Assistance Agreement with other participating agencies to define the roles, responsibilities, and liabilities of each party. The Agreement also identifies the authorized representative(s) for each agency to ensure that the proper authorizations have been issued, establishes requirements for record keeping of all costs associated with providing assistance, and establishes indemnification for all liability, claims, losses, or damages.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan Goals in the areas of Operational Effectiveness (Goal 1), Community and Municipal Services (Goal 3), and Public Safety (Goal 5).

FISCAL IMPACT/FINANCING

This Agreement will have a minimal fiscal impact on the County in responding to natural or man-made disasters.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Approval of the Agreement is consistent with the California Emergency Services Act, set forth in Title 2, Division 1, Chapter 7 (§ 8550 et. seq.) of the Government Code and specifically with Article 14 (§ 8630 et. seq.) of the Act. It also comports with the Los Angeles County Operational Area Animal Emergency Response Annex.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Agreement will formalize informal agreements between assisting jurisdictions, nonprofit organizations and others who are involved in providing care and service to animals during times of emergencies. It will establish formal relationships with community-based organizations that support the mission of the Department. This collaboration will increase the County's service capacity, allow for the most efficient use of volunteers, and establish an agreed upon governance structure.

CONCLUSION

Please return one adopted copy of this letter to the Department of Animal Care and Control.

The Honorable Board of Supervisors

9/20/2011

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "M Mayeda", is centered on a light yellow rectangular background.

MARCIA MAYEDA

Director

MM:mtm

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors
Office of Emergency Management

ANIMAL CARE AND CONTROL MUTUAL ASSISTANCE AGREEMENT

This Animal Care and Control Mutual Assistance Agreement ("Agreement") is made and entered into this 15 day of August 2011, between the County of Los Angeles ("County") and the Society for the Prevention of Cruelty to Animals Los Angeles. ("SPCALA").

RECITALS

WHEREAS, the parties have determined that it would be in their best interests to enter into an agreement to implement a plan to assist each other with the evacuation and sheltering of animals and other animal-related public health, safety and welfare issues resulting from emergencies and disasters.

WHEREAS, an agreement to provide mutual assistance is in accord with the California Emergency Services Act, set forth in Title 2, Division 1, *chapter 7* (§ 8550 *et seq.*) of the Government Code and specifically with *article 14* (§ 8630 *et. seq.*) of the Act; and

WHEREAS, no party should be in a position of depleting its own resources, facilities or services to aid another entity.

NOW THEREFORE, the parties hereto mutually agree to use their best efforts to provide assistance as follows:

1. **DEFINITIONS:**

- a. "Director" shall mean the Director of the County of Los Angeles Department of Animal Care and Control or her/his designee.
- b. "Representative" shall mean the person or persons listed on Attachment A, designated by each party to act on behalf of that party on all matters related to this Agreement, including, but not limited to requests to activate and provide staff, facilities and other resources.
- c. "Emergency" or "Emergencies" shall include fire, earthquake, flood or other natural or man-made emergency.
- d. "Agreement Coordinator" is that person charged with receiving new parties to the Agreement; maintaining a current list of signatory parties and representatives; and circulating annually a list of all parties and Representatives to all signatory parties and arranging for amendments to agreement as may be necessary.

2. **TERM/TERMINATION:** This Agreement shall begin immediately upon execution by the initial parties and shall remain in effect until terminated by agreement of a majority of the parties. Any party may terminate its participation in the Agreement with or without cause, upon the giving of at least sixty (60) calendar days written notice to the other(s).

3. **REQUEST FOR ASSISTANCE:** Assistance may be requested when an emergency has been proclaimed by the governing body of a city, county or city and county or authorized official.
4. **ASSISTANCE TO BE PROVIDED:** Upon request, and without jeopardizing the safety of animals, personnel or property within the jurisdiction of the assisting party, the parties agree to furnish personnel, facilities and other resources and to render assistance to each other as may be necessary to protect and to assist with animal issues affecting the public health, safety and welfare in response to an emergency.
5. **BEST EFFORTS:** Each party shall use its best efforts to provide assistance, but is not required to deplete its own personnel, facilities and other resources. The assistance shall be provided within the limits of the jurisdiction requesting it.
6. **REQUEST FOR ASSISTANCE:** Requests for assistance and authorization to provide assistance shall be made only by the persons listed in Attachment A ("Representatives"), which shall be updated on July 1st of each year. The annual update of representatives does not require the re-execution of the Agreement.
7. **RESOURCE MANAGEMENT:** The requesting party shall be responsible for the safekeeping of the resources provided by the assisting party. The requesting party shall remain in charge of the operations relating to the emergency and shall control and direct the use of the resources provided by the assisting party. Assisting party's personnel shall not be deemed employees of the requesting party and vice versa.
8. **RECORDKEEPING:** The parties shall document and keep accounting records of costs associated with providing assistance, including, but not limited to personnel, equipment, facilities and materials provided.
9. **TERMINATION OF ASSISTANCE:** When the assisting party's personnel, equipment or facilities are no longer required, or when the assisting party's resources are required in its own jurisdiction, the party receiving the services shall immediately arrange for the return of those resources.
10. **INDEMNIFICATION:** The requesting party shall hold harmless, indemnify and defend the assisting party, its officers, agents and employees against all liability, claims, losses, demands or actions for injury to or death of a person or persons or animals, or damages to property arising from or alleged to arise from or as a consequence of this Agreement, provided such liability, claims, losses, demands or actions are claimed to be due to the acts or omissions of the requesting party, its officers, agents or employees or employees of the assisting party, working within the scope of employment and under the direction and control of the requesting party.
11. **DISPUTES:** Any dispute arising from this Agreement is subject to mediation by a mediator selected by the parties.

12. **AMENDMENT:** The parties may agree to review, amend or modify this Agreement at any time. Any amendments to this Agreement must be made in writing and be approved and signed by authorized representatives of all parties.
13. **JURISDICTION:** This Agreement shall be governed by and construed in accordance with the laws of the State of California. This Agreement does not abrogate or waive any immunity available under the Tort Claims Act, the California Emergency Services Act, or any other applicable law.
14. **NOTICES:** All notices required, permitted or desired to be given by one party to the other shall be in writing and shall be delivered to the other party's Coordinator personally, or by United States mail, postage prepaid to the Coordinator at the address identified in Attachment A.
15. **INITIAL PARTIES:** The initial parties to this Agreement are: the County of Los Angeles and the Society for the Prevention of Cruelty to Animals Los Angeles.
16. **INITIAL AGREEMENT COORDINATOR:** The Director of the County of Los Angeles **Animal Care and Control**, or her/his designee, shall act as the Agreement Coordinator.
17. **ADDITIONAL SIGNATORIES:** All signatory parties agree that any other qualified public agency, duly incorporated humane society or a society for the prevention of cruelty to animals may become a party to this Agreement by executing a duplicate copy of this Agreement and sending same to the Agreement Coordinator, the County of Los Angeles, addressed as follow:

The Los Angeles County Department of Animal Control
5898 Cherry Avenue
Long Beach, California 90805
Attention: Marcia Mayeda, Director

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first written above:

COUNTY OF LOS ANGELES

By Mike Antonovich
HONORABLE MICHAEL D. ANTONOVICH
Mayor, Board of Supervisors

EXECUTIVE OFFICER-CLERK
OF THE BOARD OF SUPERVISORS

Society For The Prevention Of Cruelty
To Animals Los Angeles

By Benjamin Zarala
SACHI A. HAMAI Deputy
Executive Officer

By [Signature]
MADELINE BERNSTEIN, President
Society For The Prevention Of Cruelty
To Animals Los Angeles

77656

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By Diane C. Reagan
DIANE C. REAGAN
Principal Deputy County Counsel



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Benjamin Zarala
Deputy

DEPARTMENT OF ANIMAL CARE
AND CONTROL

By Marcia Mayeda
MARCIA MAYEDA, Director

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COUNTY OF LOS ANGELES

31

SEP 20 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER