



LOS ANGELES COUNTY

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& CONTROL CARE




Marcia Mayeda, Director

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

54 May 21, 2024


JEFF LEVINSON
INTERIM EXECUTIVE OFFICER

May 21, 2024

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

Dear Supervisors:

**REQUEST APPROVAL TO ENTER INTO A
MEMORANDUM OF UNDERSTANDING WITH
SAN DIEGO HUMANE SOCIETY AND S.P.C.A.
FOR FREE SPAY AND NEUTER TRAINING AND SURGERIES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

The Department of Animal Care and Control (Department) requests approval to enter into a Memorandum of Understanding (MOU) with the San Diego Humane Society and S.P.C.A. (SDHS) to facilitate free spay and neuter training and surgeries.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and delegate authority to the Director of Animal Care and Control, or designee, to execute an MOU with SDHS, substantially similar to the attached, to facilitate spay and neuter training and surgeries for the Department's animal care centers.
2. Authorize MOU to include indemnification, defense, and hold harmless agreements to protect SDHS and its directors, officers, and employees from any damages, liabilities, losses, fees, expenses, penalties, and costs (including reasonable attorneys' fees, costs, and disbursements) incurred from this program. The MOU has been reviewed and approved by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department continues to experience a significant shortage of veterinarians, resulting in challenges in meeting the demand for spay/neuter procedures required before animals can be adopted.

SDHS has secured a grant from The Regents of the University of California, specifically through its Koret Shelter Medicine Program. The aim of the grant is to offer comprehensive training in high-volume spay and neuter procedures for veterinary staff at partner shelters, as well as provide spay and neuter services for in-care animals at these partner shelters.

The proposed action aims to formalize a partnership between the Department and SDHS to enhance spay and neuter services for the Department's animal care centers. By entering into an MOU, the Department can leverage SDHS's expertise and resources to improve the quality and accessibility of spay and neuter surgeries, ultimately contributing to the adoption of animals from our animal care centers.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with County Strategic Plan Goal III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. Leveraging spay and neuter support from SDHS presents a crucial opportunity to alleviate the strain on our understaffed medical team. Additionally, it will help facilitate the adoption process as animals are required by law to undergo spay or neuter before adoption. This has been challenging to achieve given our high vacancy rate for veterinarians.

FISCAL IMPACT/FINANCING

The execution of the MOU with SDHS will not incur direct financial costs for the Department. Any expenses associated with training, surgeries, or related services will be covered by SDHS or through separate funding sources.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The terms and conditions of the proposed MOU have been reviewed and approved by counsel to ensure compliance with applicable laws and regulations. By entering into this agreement, both parties agree to abide by the terms outlined therein, including provisions related to indemnification, defense, and hold harmless agreements.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The implementation of the MOU with SDHS will complement existing services provided by the Department and enhance our capacity to deliver high-quality spay and neuter services. By leveraging the expertise and resources of SDHS, we can make a positive impact on animal welfare outcomes.

CONCLUSION

Upon Board approval, the Department will proceed with the execution of the MOU with SDHS and

The Honorable Board of Supervisors

5/21/2024

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the necessary indemnification agreements. This partnership represents a significant opportunity to strengthen our spay and neuter programs and advance our shared mission of promoting responsible pet ownership and animal welfare.

Upon Board approval, please return one adopted copy of this Board letter to the Department.

Respectfully submitted,



MARCIA MAYEDA

Director

MM:DU:WD:BK:jl

Enclosures

c: Chief Executive Office
County Counsel
Executive Office

DRAFT
SAN DIEGO HUMANE SOCIETY
MEMORANDUM OF UNDERSTANDING
SPAY/NEUTER SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made this XXth day of [Month] 2023 between San Diego Humane Society and S.P.C.A., a nonprofit corporation with offices located at 5500 Gaines Street, San Diego, California ("SDHS"), and the Los Angeles County Department of Animal Care and Control, a government organization operating under the laws of California ("County" or "Participating Shelter") (each a "Party" and collectively the "Parties"), and pertains to spay and neuter services to be provided by SDHS to animals in the care and legal control of Participating Shelter ("In-Care Animals").

RECITALS

A. SDHS is committed to improving the quality of life for adoptable and treatable pets in California shelters. One of the most effective ways to reduce the number of orphaned pets that enter community animal shelters is to control reproduction by increasing the number of animals that are surgically sterilized.

B. The California legislature has found that animal shelters should aggressively promote spay and neuter programs to reduce pet overpopulation (Food & Ag. Code § 30503).

C. One of the functions of the SDHS is to foster and encourage a countywide pet spay/neuter program.

D. SDHS has determined that agreements with other partner shelters to spay or neuter In-Care Animals is an appropriate way to make such services available to the community.

E. SDHS received a grant from The Regents of the University of California on behalf of the UC Davis School of Veterinary Medicine, its Koret Shelter Medicine Program (the "Grant").

F. Per the terms of the Grant, SDHS shall provide high-volume spay/neuter training for veterinary staff at partner shelters and spay/neuter procedures for In-Care Animals at partner shelters.

G. Participating Shelter wishes to receive high-volume spay/neuter services and/or training from SDHS.

SPAY/NEUTER SERVICES

1. Services

SDHS agrees to perform spay and neuter procedures as set forth in Schedule A ("Services") on In-Care Animals at County facility. Services shall commence on [REDACTED] and shall occur as Services are needed by Participating Shelter and can be accommodated by SDHS. Participating Shelter understands that SDHS may cancel or reschedule Services at any time due to various reasons. SDHS will communicate schedule changes as soon as reasonable. Spay and neuter procedures shall mean ovariectomies and castrations of qualifying In-Care Animals.

2. Relationship Between SDHS and Participating Shelter

In the performance of this Agreement, SDHS and its employees and agents shall act in an independent capacity and not as officers, employees, agents, or volunteers of Participating Shelter. This Agreement does not create an employment relationship between SDHS and Participating Shelter. SDHS and its employees and agents are not, and shall not be deemed to be, employees of Participating Shelter for any reason. SDHS also acknowledges that SDHS is not authorized to enter into contracts on behalf of Participating Shelter and nothing herein provides SDHS with the ability to bind Participating Shelter. SDHS hereby represents and Participating Shelter acknowledges and agrees that SDHS is independently in business to provide services of the nature of those to be provided to Participating Shelter pursuant to this Agreement. Participating Shelter is not granted any right or authority (and shall not hold itself out as having authority) to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of SDHS or to bind SDHS in any manner, and Participating Shelter shall not make any agreements or representations on SDHS's behalf without SDHS's prior written consent. SDHS shall accept, to the extent practical, any directions issued by Participating Shelter pertaining to the goals to be attained and the results to be achieved but shall be solely responsible for the manner in which Services are performed under this Agreement.

3. Compensation

SDHS agrees that, unless approved in writing in advance by Participating Shelter, there will be no compensation payable to SDHS for the Services to be provided under the provisions of this Agreement.

4. Use of SDHS's and County's Name

Participating Shelter may, but is not obligated, to use SDHS's name and/or logo in connection with promoting the Services to be provided herein and in describing SDHS's relationship to its spay and neuter program. Neither party may use each other's logos, trademarks, or other intellectual property without express written

permission. For the County, this includes both County and Department logos and trademarks.

5. Termination

(a) This Agreement shall be in effect from the date signed until terminated by either Party.

(b) This Agreement may be terminated by either Party at any time upon ten (10) days' written notice to the other Party, with or without cause, and for convenience.

(c) In the event of termination of this Agreement, SDHS must immediately return any animals and supplies to the Participating Shelter.

6. Insurance

(a) SDHS understands that it is not insured by the insurance policies of the Participating Shelter. In accordance with Schedule B, SDHS represents and warrants that SDHS has secured and shall maintain at SDHS's own expense all insurance that SDHS is required by law to carry in connection with the Services, as well as insurance covering such risks arising in connection with the Services, including, without limitation, professional liability insurance including license defense insurance, workers' compensation insurance and employer's liability and comprehensive general liability insurance.

(b) Participating Shelter understands that it is not insured by the insurance policies of SDHS. In accordance with Schedule B, Participating Shelter represents and warrants that Participating Shelter has secured and shall maintain at Participating Shelter's own expense all insurance that Participating Shelter is required by law to carry in connection with the Services, as well as insurance covering such risks arising in connection with the Services. Alternatively, Participating Shelter may maintain a sufficient plan of self-insurance to cover the limits set forth in Schedule B.

7. Standard of Care and Compliance With Laws

SDHS shall ensure that any person providing veterinary services under this Agreement holds a valid license as required by the State of California and that the license has not expired or been revoked or suspended. SDHS shall also ensure that any premises where veterinary services are provided under this Agreement are registered as required by the State of California. All surgical procedures provided pursuant to this Agreement shall comply with all laws and regulations relating to the practice of veterinary medicine and surgery. SDHS shall make a good faith effort to resolve any complaint that may be made by an animal owner who receives veterinary services pursuant to this Agreement.

The standard of care for all Services performed by SDHS will be the care and skill ordinarily used by members of SDHS's profession practicing under similar conditions at the same time and in the same locality. SDHS covenants, represents and warrants that SDHS is qualified, properly registered and licensed to perform the Services, and experienced with and knowledgeable with respect to such Services. SDHS shall at all times secure the safety and well-being of any animals entrusted to SDHS' care.

8. Right to Disqualify Animals. SDHS may refuse to perform surgery on an animal if SDHS's examination of the animal reveals a medical contraindication, or if the animal owner or Participating Shelter engages in fraudulent, deceptive, or discourteous conduct.

9. Sale of Veterinary Facility/Change of Ownership. Participating Shelter will notify the SDHS in writing within ten (10) days of any change in ownership of Participating Shelter or any related facility.

10. Confidentiality

At all times during the term of this Agreement, and indefinitely thereafter, Parties will hold in confidence, and will not use or disclose to any third party unless required by law, including but not limited to the California Public Records Act (Government Code 7920 et seq.), any confidential information regarding the other Party. The term "confidential information" means all non-public information to which the other Party has been or will be exposed in anticipation of or as a result of Services provided that a Party designates as confidential. Each Party will endeavor to appropriately mark as "confidential" or "proprietary" any documents shared with the other party.

If anyone tries to compel a Party to disclose any confidential information of the other Party, by subpoena, Public Records Act Request, or otherwise, the Party will immediately notify the other Party so that the Party may take actions it deems necessary to protect its interests. Agreement to protect the Party's confidential information applies both while SDHS is engaged by Participating Shelter and after SDHS' engagement by Participating Shelter ends, regardless of the reason it ends. Notwithstanding the foregoing, SDHS may disclose the terms of this Agreement as necessary in order to comply with any applicable law or order, or to enforce the terms of this Agreement or if required by the Grant funding the services.

Participating Shelter acknowledges that SDHS is the sole owner of all proprietary rights in and to its products, and all confidential materials and information relating to its products and business. Participating Shelter further acknowledges that non-public information concerning SDHS constitutes a trade secret of SDHS that may be revealed to Participating Shelter in confidence, solely for the purposes of enabling Participating Shelter to perform its obligations pursuant to this Agreement.

If County is required by law, including but not limited to the California Public Records Act, to disclose any Confidential Information, County agrees to give SDHS reasonable advance written notice of such disclosure if legally permitted to do so. SDHS will endeavor to mark documents shared with County as confidential. This confidentiality clause shall survive the termination of this MOU.

11. Agreement Administration

The Shelter Spay & Neuter Consult Manager, or otherwise designated representative, shall represent SDHS in all matters pertaining to this Agreement and shall administer this Agreement on behalf of SDHS.

The Contracts and Grants Division Manager, or otherwise designated representative, shall represent Participating Shelter in all matters pertaining to this Agreement and shall administer this Agreement on behalf of Participating Shelter.

12. Notice

All notices and other communications required or permitted by this Agreement shall be in writing and shall be (a) delivered to the appropriate address by hand, by nationally recognized overnight service or by courier service (costs prepaid); (b) sent by registered or certified mail, return receipt requested; or (c) sent by email to the following addresses or e-mail address (in the case of SDHS) and marked to the attention of the person (by name or title) designated below (or to such other address, e-mail address (in the case of SDHS) or person as a party may designate by notice to the other party):

If to the SDHS:

San Diego Humane Society
Sarah Davis, Shelter Spay & Neuter Consult Manager
5500 Gaines Street
San Diego, CA 92110
Email: sdavis@sdhumane.org
Phone: 619-299-7012 x2049

If to the Participating Shelter:

Los Angeles County Department of Animal Care and Control
Bradley Kim, Contracts and Grants Division Manager
5898 Cherry Avenue
Long Beach, CA 90805
Email: bkim@animalcare.lacounty.gov
Phone: 562-379-9722

All notices and other communications shall be deemed to have been duly given (as applicable): if delivered by hand, when delivered by hand; if delivered by

overnight service, when delivered by nationally recognized overnight service; if delivered by courier, when delivered by courier; if sent via registered or certified mail, five (5) business days after being deposited in the mail, postage prepaid; or if delivered by facsimile or e-mail (if delivered to SDHS), when transmitted if transmitted without indication of delivery failure prior to 5:00 p.m. local time for the recipient (and if transmitted without indication of delivery failure after 5:00 p.m. local time for the recipient, then delivery will be deemed duly given at 9:00 a.m. local time for the recipient on the subsequent business day).

13. Authorization

Each Party represents to the other Party that it/he/she has the power and authority to enter this Agreement and that it/he/she is not a party to any restrictions, agreements or undertakings whatsoever which would prevent or make unlawful such party's acceptance of the terms set forth in this Agreement or such Party's performance hereunder. Each Party further represents that its/his/her acceptance of its/his/her obligations hereunder do not and will not (with the passage of time) conflict with or constitute a breach or default of any contract, agreement or understanding, oral or written, to which such Party is a party or by which such Party is bound.

14. Governing Law

This Agreement will be interpreted and enforced pursuant to the laws of California.

15. Arbitration

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration in Los Angeles, California, before a single, neutral arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, Expedited Procedures, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

16. Waiver

Waiver by either party of a breach of this Agreement by the other Party shall not operate or be construed as a waiver of any prior or subsequent breach by SDHS. No waiver shall be valid unless it is in writing and signed by the party to be charged and, in the case of the SDHS, on behalf of SDHS by an authorized signatory of SDHS.

17. Assumption of Risk

Participating Shelter, for itself and its employees, representatives and agents, assumes all risk associated with Service being provided by SDHS and

expressly waives in full and forever releases SDHS and its officers, directors, direct and indirect shareholders, partners, members, managers, contractors, agents, representatives, advisors and their respective successors, and assigns from all claims, demands, actions or suits of any kind, including but not limited to any claim for compensatory or punitive damages, attorneys' fees, or costs, and all other matters raised by, arising from or in any manner related to the Services provided to SDHS, except for Claims arising from SDHS's willful misconduct or negligence or those brought by the rightful and legal owner of any animal the subject of Services provided by the Participating Shelter at SDHS's direction.

18. Indemnity

San Diego Humane Society (SDHS) shall indemnify, defend and hold harmless County, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SDHS, its trustees, officers, agents or employees.

County shall indemnify, defend and hold harmless SDHS, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its trustees, officers, agents or employees. This Section 18 shall survive the term of this Agreement for a period of three (3) years from the last date Services are provided, with two (2) one (1)-year option periods.

19. Limitation of Liability

Neither Party shall be liable to the other for lost profits or business, indirect, consequential or punitive damages, whether based in contract or tort (including negligence, strict liability or otherwise), and whether or not advised of the possibility of such damages.

20. Attorneys' Fees

If any action or arbitration is commenced to enforce and interpret any provision of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs incurred in connection with such action, in addition to all other proper relief. Attorneys' fees incurred in enforcing any judgment are recoverable as a separate item, and this provision for post-judgment attorneys' fees shall survive any judgment and shall not be deemed merged into the judgment.

21. Survival of Agreement

Upon termination of this Agreement, Sections 7, 10, 13 and 14 shall survive the termination of this Agreement and shall continue in effect and inure to the benefit of and be binding upon the parties and their legal representatives, and the heirs and successors of SDHS.

22. Successors and Assigns

This Agreement shall inure to the benefit of and shall be binding upon the successors-in-interest, heirs, legatees, permitted assigns and personal representatives of the parties hereto.

23. Payment of Taxes

Participating Shelter shall be responsible for payment of all employment, income, sales, and other taxes required to be paid with respect to Participating Shelter's performance of the Services. Participating Shelter hereby indemnifies and holds SDHS harmless from any and all liability, loss, damage, expenses, or judgments incurred by SDHS incident to or arising out of any failure of Participating Shelter to make any payment of taxes or assessments required to be made by Participating Shelter with respect to the Services.

24. Severability

If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.

25. Modification

This instrument constitutes the entire Agreement between the Parties, and may be changed only by an agreement in writing signed by the Parties.

26. Assignment; Delegation

This Agreement is for the services to be provided by SDHS, and SDHS shall not assign or delegate any of SDHS's rights, duties, or obligations under this Agreement without the Participating Shelter's written consent, which shall not be unreasonably withheld, denied or conditioned.

27. No Waiver

No waiver of any right under this Agreement shall be deemed effective unless contained in writing and signed by the Party charged with such waiver, and no waiver of any right arising from any breach or failure to perform shall be deemed to be a waiver of any such future right or of any other right arising under this Agreement.

28. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Construction.

29. Construction.

Headings are for the convenience of the Parties and shall not modify any term or condition hereof. The language in and provisions of this Agreement shall in all cases be simply construed according to their fair meaning and not strictly for or against SDHS or Participating Shelter. This Agreement shall not be interpreted against a Party by virtue of such Party's participation in the drafting of the Agreement or any provisions herein. This Agreement is agreed to be drafted jointly by the Parties.

[Remainder of Page Left Intentionally Blank]

In witness whereof, the Parties hereto, having read this Agreement and its Exhibits in their entirety, do agree thereto in each and every particular.

**SAN DIEGO HUMANE SOCIETY
and S.P.C.A.**

**COUNTY OF LOS ANGELES
DEPARTMENT OF ANIMAL CARE AND
CONTROL**

(Signature)

(Signature)

By [NAME/TITLE]

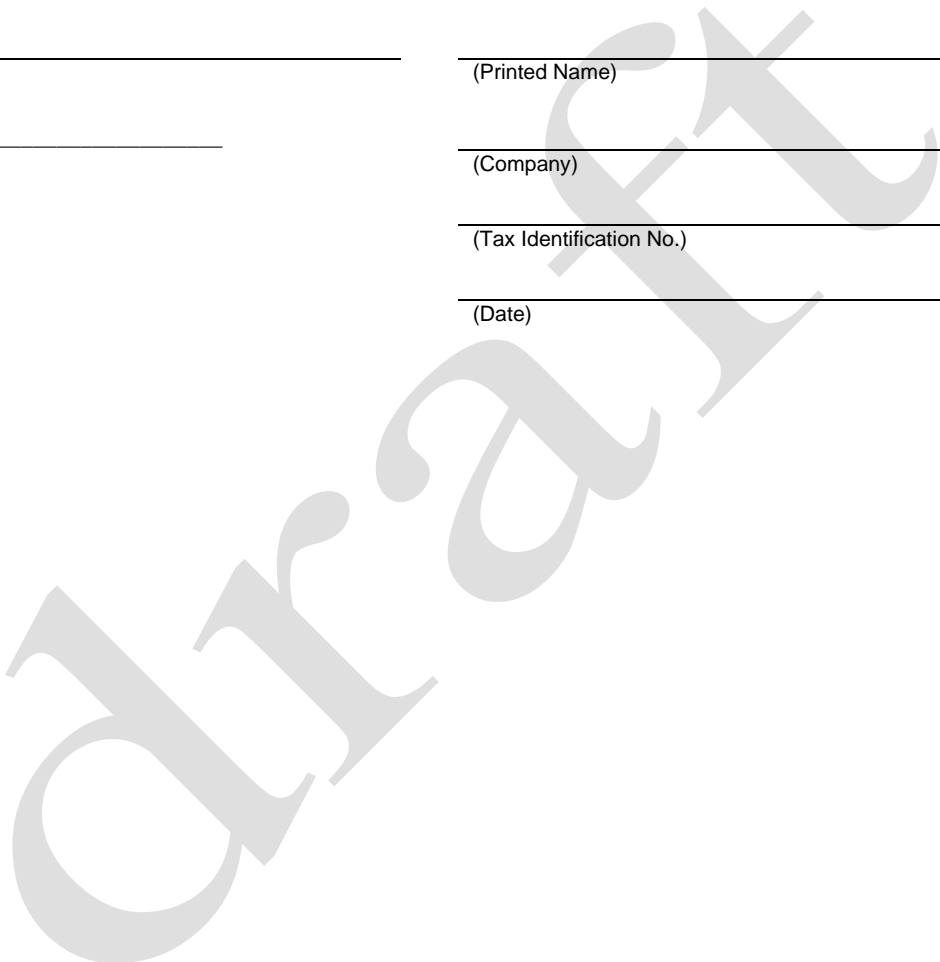
(Printed Name)

(Date)

(Company)

(Tax Identification No.)

(Date)



SCHEDULE A**I. SERVICES**

The Services shall include, but shall not be limited to, the following:

- (A) Providing ovariohysterectomies and castrations surgeries on In-Care Animals at Participating Shelter.

II. COMPENSATION

- (A) There will be no compensation payable to SDHS by Participating Shelter for the Services to be provided under the provisions of this Agreement (“Compensation”).

III. PARTICIPATING SHELTER RESPONSIBILITIES

The Participating Shelter must:

- (A) Maintain an active Premise Permit if one is held at the time of signing of this Agreement.
- (B) Provide all necessary supplies and controlled drugs required for SDHS to perform the Services. A list of required controlled drugs will be provided by SDHS.
- (C) Provide necessary anesthesia and surgical equipment required by SDHS to perform the Services or make arrangements so that SDHS has access to the required equipment.
- (D) Identify animals to receive the Services in advance of the date Services are provided. Animals may only be owned by Participating Shelter. The animals must not be owned by a member of the public.
- (E) Provide staff necessary to handle the animals both before and after the Services are provided.
- (F) Provide adequate recovery care to animals that received the Services including but not limited to, pre-intra and post-op pain control and ability to take animals to receive veterinary care if required post-surgically.
- (G) Meet California Vet Med Board record keeping requirements.
- (H) Commit to one meeting in advance of the date to provide Services.

SCHEDULE B**Insurance Requirements of SDHS**

As a condition of performing Services or supplying goods for the Participating Shelter, SDHS shall purchase and maintain for the duration of the relationship with the Participating Shelter the following insurance(s).

Commercial General Liability

Including premises and operations, vendor's additional insured endorsement, products and completed operations, broad form property damage, cross liability and contractual with the following minimum limits:

Property Damage	\$1,000,000	Each Occurrence
Bodily Injury	\$1,000,000	Each Occurrence
Personal Injury	\$1,000,000	Each Occurrence
Annual Aggregate	\$2,000,000	

Professional Liability Insurance

Professional Liability Insurance in the amount of \$1 million (including contractual liability coverage with all coverage retroactive to the earlier of the date of this Agreement and the commencement of SDHS' services in relation to the Project) covering errors or omission in SDHS' services, said coverage to be maintained for a period of five (5) years after the date of final payment hereunder.

Professional Liability Insurance to include License Defense Insurance with a limit of \$25,000.

Workers Compensation Insurance

Workers' Compensation Insurance in the State Statutory Limit. Employer's liability coverage in the amount of \$1 million.

Automobile Liability Insurance

Comprehensive Automobile Liability Insurance, including hired and non-owned vehicles, if any, in the amount of \$1 million covering personal injury, bodily injury and property damage.

Excess or Umbrella Liability Insurance

Excess or Umbrella Liability Insurance with a limit of not less than \$5 million.

SDHS shall comply with the other insurance requirements of this Agreement.

Insurance Requirements of Participating Shelter

As a condition of performing Services or supplying goods for the Participating Shelter, Participating Shelter shall purchase and maintain for the duration of the relationship with SDHS the following insurance(s).

Commercial General Liability

Including premises and operations, vendor's additional insured endorsement, products and completed operations, broad form property damage, cross liability and contractual with the following minimum limits:

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Professional Liability Insurance to include License Defense Insurance with a limit of \$25,000.

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Workers' Compensation Insurance in the State Statutory Limit. Employer's liability coverage in the amount of \$1 million.

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Comprehensive Automobile Liability Insurance, including hired and non-owned vehicles, if any, in the amount of \$1 million covering personal injury, bodily injury and property damage.

Excess or Umbrella Liability Insurance

Excess or Umbrella Liability Insurance with a limit of not less than \$5 million.

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