



LOS ANGELES COUNTY
ANIMAL CARE & CONTROL | *redefining*
CARE



Marcia Mayeda, Director

August 06, 2024

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

ADOPTED

BOARD OF SUPERVISORS
 COUNTY OF LOS ANGELES

52 August 6, 2024

Dear Supervisors:

Edward Yen

EDWARD YEN
 EXECUTIVE OFFICER

**REQUEST APPROVAL TO ENTER INTO A
 MEMORANDUM OF UNDERSTANDING WITH OLD BLUE, INC.
 FOR FREE WELLNESS SERVICES FOR SENIOR ANIMALS
 (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 Old Blue, Inc. (OBI), to facilitate the Department's participation in OBI's free senior wellness program.

IT IS RECOMMENDED THAT THE BOARD:

Approve and delegate authority to the Director of Animal Care and Control or her designee to execute an MOU with OBI, substantially similar to the attached draft agreement, and to execute the additional one-year extensions for a maximum contract term of five years. The MOU has been reviewed and approved by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

OBI is a 501(c)3 non-profit organization headquartered in Long Beach, CA. They offer a senior wellness program aimed at providing comprehensive medical evaluations and treatments for senior animals with the goal of preparing them for adoption into loving homes. As part of this initiative, OBI has generously extended its services to animals housed at Los Angeles County animal care centers at no charge to the Department.

Under this partnership, OBI will facilitate the transportation of identified senior animals to private veterinary clinics where they will receive specialized medical care to improve their chances of finding suitable homes. Often the required services for senior animals exceed the Department's budget or capabilities. However, through this collaboration with OBI we can ensure that more animals in need receive the necessary care.

This assistance from OBI comes at no cost to the Department. Once animals are enrolled in the senior wellness program, OBI will cover all expenses related to private veterinary care, including medications not available at the care centers. Additionally, OBI will cover the costs associated with wellness checks such as bloodwork, urine analysis, cancer screenings, and comprehensive physical examinations. Each party will be responsible for any other expenses arising from their respective roles unless otherwise agreed upon in writing in advance.

Implementation of Strategic Plan Goals

Approval of the recommended actions aligns with County Strategic Plan North Star 2 – Foster Vibrant and Resilient Communities, Focus Area Goal E – Economic Health, Strategy 1 – Community-Based Institutions and Organizations. This partnership with OBI will enhance services provided at our care centers by ensuring more animals are treated and made potentially adoptable.

Partnerships like this help us foster trust with our communities and demonstrate that we're leveraging every opportunity to create positive outcomes for animals in our care.

FISCAL IMPACT/FINANCING

The execution of the MOU with OBI will not incur direct financial costs for the Department. Any expenses associated with the transportation of animals or veterinary care will be covered by OBI.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The terms and conditions of the proposed MOU have been reviewed and approved by County 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 mutual indemnification, defense, and hold harmless agreements. The MOU will commence upon the date of signature and execution by both parties and will have an initial term of three years, with the option for two additional one-year extensions, for a maximum contract term of five years.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The implementation of this MOU with OBI will complement the existing services, allowing the Department to offer additional resources for senior animals with medical needs. This collaborative partnership will directly result in a higher number of positive outcomes for senior animals as it expands access to specialized care and resources beyond what is currently available at the care centers.

CONCLUSION

Upon Board approval, the Department will proceed with the execution of the MOU with OBI and the mutual indemnification language. This partnership signifies an opportunity to enhance positive outcomes for vulnerable animals and to strengthen our rapport with the communities we serve. By

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8/6/2024

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formalizing this collaboration, we demonstrate our commitment to animal welfare and our dedication to fostering constructive relationships within our community.

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

Respectfully submitted,



MARCIA MAYEDA

Director

MM:DU:WD:BK:JMF:jl;cg

Enclosures

c: Chief Executive Office
County Counsel
Executive Office

DRAFT MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is between Old Blue Inc., a not-for-profit charitable corporation organized under the laws of California (“OBI”) and Los Angeles County Department of Animal Care and Control, a U.S. government unit or agency organized under the laws of California (“County” and together with OBI, the “Parties,” and each, a “Party”). In consideration of the mutual promises in this MOU, the parties agree:

1. **Background.**

(A) OBI is a tax-exempt organization as described in Section 501(c)(3) of the Internal Revenue Code of 1986 as amended (“Code”) and classified as a public charity within the meaning of Code Section 509(a)(1). OBI, among other things, offers a senior wellness program that provides comprehensive medical evaluations and treatments for senior animals. The objective is to ensure these animals are well-prepared for adoption into caring homes.

(B) County is a department of municipal government that is a governmental unit within the meaning of Code Section 170(c)(1), whose mission is: “Leading the nation in protecting people and animals through compassionate care, community education, proactive intervention, and effective enforcement.”

2. **County Role.** The County will collaborate with OBI to identify animals suitable for participation in its senior wellness program and will assist in facilitating the process to ensure OBI can fulfill its responsibilities outlined in Section 3 below.

3. **OBI Role.** OBI will assist in furthering the mission of the County by (A) Assisting in the selection of appropriate candidates for its senior wellness program, (B) Scheduling wellness check appointments for senior animals, (C) Facilitating the transportation of senior animals to approved veterinary clinics; (D) Obtaining a treatment report for all participating animals and returning them to the animal care center; (E) Communicating any medical findings and providing necessary medications and treatment plans to the care center’s medical staff; (F) Scheduling and providing transportation to veterinary follow-up visits and treatments during each participating animal’s stay at the care center; (G) Collaborating with the care center on social media campaigns to help expedite and secure suitable adoption or other positive outcomes for participating animals.

4. **Costs and Expenses.** OBI will be responsible for all private veterinary expenses, encompassing medications not obtainable at the care center, for animals enrolled in the senior wellness program. OBI shall also cover expenses associated with wellness checks, comprising, but not limited to, bloodwork, urinalysis, cancer screenings, and comprehensive physical examinations. Each party shall bear all other expenses incurred in connection with its respective responsibilities unless otherwise agreed upon in writing in advance.

5. **Intellectual Property.** OBI retains all intellectual property rights (including trademarks and copyrights) in its name and trademarks and in all promotional materials relating to its senior wellness program. County retains all rights in its name and trademarks.

6. **Term; Termination.** The MOU begins on the Effective Date identified on the signature page and continues for an initial term of three years (and may be renewed by the parties in writing), with two additional one-year extension options (five years maximum). OBI

or County may terminate this MOU for convenience at any time upon thirty (30) days' written notice to the other party.

7. Indemnity. OBI 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 OBI, its trustees, officers, agents or employees.

County shall indemnify, defend and hold harmless OBI, 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 7 shall survive the term of this Agreement.

8. Disclaimers; Limitation of Liability; Release. OBI provides all activities and materials in connection with this MOU "as is" and "with all faults" and expressly disclaims all representations and warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, non-infringement, or otherwise. In no event will either party be liable under this MOU for any consequential, incidental, indirect, exemplary, special or punitive damages in connection with this MOU. County agrees not to bring any claim relating to the activities contemplated by this MOU

9. Confidentiality. Each party will keep confidential all information that the other party identifies as confidential unless required to disclose that information by applicable law.

10. Miscellaneous. This MOU: (A) is the entire agreement between the parties and supersedes any other oral or written agreement concerning its subject matter; (B) is governed by the laws of the State of California applicable to agreements made and performed in California; and (C) may be modified only by a written amendment signed by both parties. Any notice under this Agreement must be in writing and be sent to a party's address in this MOU (or to another address designated by a party by notice); notice will be considered given, when received (as evidenced by delivery receipt or other written proof). County may not assign this Agreement or delegate obligations under it without OBI's prior written consent and any attempt to do so will be null and void. If any provision of this Agreement is held to be unenforceable, the provision will be modified to the extent necessary to make it enforceable and reflect the intent of the parties or, if that is not possible, it will be deleted and the remaining provisions will be enforceable to the fullest extent permitted by law. The parties are independent contractors and nothing in this Agreement should be construed to create an employment, partnership, joint venture, agency or similar relationship between the parties. County has no right or authority to incur any expense or obligation or otherwise bind OBI in any way. Any provision that by its nature and intent should survive, will survive any termination or expiration of this MOU. The waiver of any breach or term in this MOU will not be considered a waiver of any other term. This MOU may be executed in counterparts, each of which will be considered an original, and all of which together will constitute one agreement. Signatures on this MOU sent by facsimile or pdf will be valid and binding as original signatures.

IN WITNESS WHEREOF, each party has caused its authorized representative to indicate its agreement to the above by sign this MOU as of _____ (“Effective Date”).

Old Blue Inc.

**County of Los Angeles
Department of Animal Care and Control**

By: _____
Molly Zbojniewicz, CEO

By: _____
Marcia Mayeda, Director