



Marcia Mayeda, Director

October 22, 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 FOR THE DIRECTOR OF
ANIMAL CARE AND CONTROL TO
EXECUTE AGREEMENTS WITH ADOPTION PARTNERS
TO FACILITATE POSITIVE OUTCOMES FOR ADOPTABLE ANIMALS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

The Department of Animal Care and Control (Department) requests approval to enter into Adoption Partner Agreements (Agreement) with nonprofit animal rescue or adoption organizations (Adoption Partners) as defined in Section 501(c)(3) of the Internal Revenue Code to facilitate positive outcomes for adoptable animals that come into the care of the Department.

IT IS RECOMMENDED THAT THE BOARD:

Approve and delegate authority to the Director of Animal Care and Control or her designee to execute the Agreement, substantially similar to Attachment A, with Adoption Partners to facilitate positive outcomes for adoptable animals that come into the care of the Department.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department currently works with Adoption Partners who adopt animals from our animal care centers and facilitate permanent adoptions into long-term loving homes. Adoption Partners are 501(c)(3) animal rescue groups that have been evaluated by the Department and given certain benefits set forth in California law in selecting and adopting animals from care centers. The Department relies on these partners to adopt, network, and find adopters, especially for animals with behavior or medical challenges that may make them more difficult to place into permanent homes.

The Department has updated its policy and practices as they pertain to the Adoption Partner program. One component is a new agreement for all Adoption Partners to execute with the Department. The new agreement is intended to improve the effectiveness of the program while adding additional protections for the County and the public when Adoption Partners accept animals with special behavior or medical issues. The Department's goal is to ensure that only responsible rescue groups are approved as Adoption Partners while avoiding unnecessary barriers to participation. The Department regularly monitors each Adoption Partner's status to ensure they comply with rules and regulations set forth by the Internal Revenue Service, California Attorney General, and California Secretary of State.

To provide an overview of the changes and address any questions, the Department hosted two virtual Town Halls on August 29, 2024, and September 9, 2024. These Town Halls offered Adoption Partners, and potential Adoption Partners, the opportunity to better understand the updated policies and practices and have been made available online for public viewing. A synopsis of the changes is included as Attachment B.

Once adopted by your Board, the Department will execute this Agreement with all current and future Adoption Partners. Each Agreement will have a term of three (3) years and may be terminated by the Department if the Adoption Partner fails to meet the Agreement's requirements. The Department is requesting authority for its Director or her designee to execute the Agreement with approved Adoption Partners.

Implementation of Strategic Plan Goals

Approval of the recommended actions aligns with County Strategic Plan North Star 3, Focus Area Goal G – Internal Controls and Processes. This will strengthen the Department's internal controls by ensuring that each Adoption Partner has a formalized agreement with consistent standards and guidelines. Additionally, it promotes fiscal responsibility by helping to ensure the Department is protected against potential litigation that could result from these partnerships.

FISCAL IMPACT/FINANCING

The execution of this Agreement with Adoption Partners will not incur direct financial costs for the Department. Adoption Partners provide these services at no cost to the Department, and formalizing these partnerships with this Agreement and indemnity language will further protect the Department County from potential litigation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The terms and conditions of the Agreement have been reviewed and approved by County Counsel to ensure compliance with applicable laws and regulations. By entering into this Agreement, the Adoption Partner agrees to abide by the terms outlined therein including provisions related to indemnification, defense, and hold harmless requirements.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The ability to execute this Agreement with approved Adoption Partners, including the necessary indemnification language, will allow the Department to improve outcomes for the animals in our care while also ensuring the County's protection against potential liability or damages arising from these

The Honorable Board of Supervisors

10/22/2024

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partnerships.

CONCLUSION

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

Respectfully submitted,



MARCIA MAYEDA

Director

MM:DU:WD:BK:rke

Enclosures

c: Chief Executive Office
County Counsel
Executive Office

LOS ANGELES COUNTY ADOPTION PARTNER AGREEMENT

This Agreement relating to the County of Los Angeles Department of Animal Care and Control Adoption Partner Program (“Program”) is between the County of Los Angeles (“County”) and **[CORPORATE NAME OF ADOPTION PARTNER]** (“Adoption Partner”) and is effective on the date signed by the last party to sign the Agreement.

Recitals

WHEREAS, County is an open-admission animal welfare and public safety agency, serving all unincorporated areas of Los Angeles County as well as numerous contract cities, and is responsible for the admission, care, and rehoming of thousands of homeless animals every year; investigation and prevention of animal cruelty and neglect; and protecting the community from dangerous animals;

WHEREAS, Adoption Partner is a non-profit animal rescue or adoption organization as defined in Section 501(c)(3) of the Internal Revenue Code that has been accepted into County’s Adoption Partner program;

WHEREAS, the Program supports County's desire to find positive outcomes for adoptable animals that come into the care of County;

Now, therefore, in consideration of the mutual promises and conditions set forth herein, the parties and each of these do agree as follows:

A. PURPOSE

California law encourages public animal shelters to work with humane animal rescue and adoption organizations to promote their animals and to reduce the rate of euthanasia. In exchange for meeting the obligations set forth in this Agreement, County will give Adoption Partner certain privileges in adopting animals in County's care.

B. DEFINITIONS

The subject headings used in this Agreement are for convenience and reference only and are not intended to define the scope of any provision. These terms will have the following meaning as used in this Agreement:

1. **Adoption Partner:** DACC-specific term for an animal rescue organization that has been accepted into the Adoption Partner Program.
2. **Adoption Partner Authorized Representative (AP Rep):** Persons within the corporate structure of an Adoption Partner organization—usually members of the Board of Directors, or officers of the corporation—who, in addition to the primary

contact, can speak for and bind the organization. One of the AP Reps will be designated as the AP Primary Contact.

3. **Adoption Partner Primary Contact** (AP Primary Contact): The person authorized to enter this agreement on behalf of Adoption Partner and designated to make decisions related to Adoption Partner's ongoing participation in this Program including adding and removing transport agents from the transport agent list; is the primary point of contact with County; and is authorized to sign legal documents binding the Adoption Partner corporation.
4. **Probationary period:** The first six months of participation in the Adoption Partner program, or a period in which, after proper notice to the Adoption Partner corporation, a partner organization has one or more limits placed on its participation in the program.
5. **Rescue-Only:** An animal with either a medical condition or an observed temperament defect or a history of dangerous behavior that County has determined, in its sole discretion, to be unsuitable for adoption by the public but may be adopted by a qualifying animal rescue organization.
6. **Transport Agent** (TA): A person authorized to take physical custody of, and transport, animals adopted by Adoption Partner but not to adopt animals on behalf of Adoption Partner.
7. **Trust Deposit:** A financial payment refundable after a dog or cat is spayed or neutered. A trust deposit is required under California Food and Agricultural Code Sections 30503 (dogs) and 31751.3 (cats).
8. **Trust Deposit Fee Waiver:** A waiver of the requirement to place a trust deposit. Waivers are available for qualified APs who have entered into cooperative agreements with the Department.

C. GENERAL TERMS

1. This Agreement will be effective upon execution and will remain in effect for a term of three (3) years unless sooner terminated by either party. The Agreement may be renewed at the Department's discretion by signing a new Agreement within three months before the expiration of the current Agreement.
2. The following attachments are hereby incorporated into this Agreement:

Attachment A. Adoption Partner information sheet

Attachment B. Required Insurance coverage

Attachment C. Adoption Partner Program Standards and Guidelines

D. REQUIREMENTS OF ADOPTION PARTNER PROGRAM

1. Adoption Partner must be a nonprofit corporation that is organized and operated for the purpose of animal rescue or adoption.
2. Adoption Partner must remain in good standing as an animal rescue nonprofit corporation as defined in Internal Revenue Code Section 501(c)(3) and be registered and in good standing with both the offices of the Attorney General and Secretary of State of the State of California, regardless of state of incorporation. Adoption Partner must immediately inform County of any changes to its good standing in California as a 501(c)(3) nonprofit corporation and any changes to its officers, directors, Authorized Representatives, or significant addresses of operations.
3. Adoption Partner must designate a Primary Contact and secondary Authorized Representative for the Los Angeles County Adoption Partner Program (Attachment A). Any changes to the designated Primary Contact or Authorized Representative must be made in writing and approved by County. The Primary Contact will be responsible for promptly submitting any updates to Adoption Partner's information or transport agent list. Only persons named on this list will be allowed to take possession of or transport animals on Adoption Partner's behalf. All updates to these lists must be in writing, signed by the Primary Contact, and subject to the approval of County before any Transport Agent may act on behalf of Adoption Partner.
4. Adoption Partner must ensure the safe and humane treatment of all animals in the care of the organization, its representatives, and foster care providers.
5. Adoption Partner must not employ or accept as a volunteer any person who has been convicted of any crime related to the care, treatment, or sale of an animal.
6. Adoption Partner must maintain records of all animals adopted from County animal care centers for at least five (5) years after the animals' adoptions and provide these records to County upon demand.
7. Together with DACC staff, ensure that each animal adopted from DACC is microchipped prior to the transport agent taking possession of the animal and must maintain a record of the microchip information for at least ten (10) years.
8. Adoption Partner must comply with all State and local laws pertaining to animals, including but not limited to applicable zoning requirements, licensing requirements, laws regarding the spaying and neutering of animals prior to placement in a permanent home, and law requiring the reporting of any animal bite that breaks the skin of a human.
9. All facilities where animals are housed must meet all applicable legal standards. All facilities, except private homes of fosters, must have an emergency plan for

animal care and housing in the event of natural or man-made emergencies such as fires, earthquakes, and evacuations.

10. In order for County to maintain a workplace that is free of abuse and harassment, Adoption Partner must ensure that its representatives conduct themselves in a professional, courteous manner. Abusive behavior toward County animal care center staff or other County staff associated with this Program, will result in suspension of privileges for the Adoption Partner, and/or its associated staff or volunteers, and/or Transport Agents.
11. Adoption Partner must permit unannounced inspections of its animal housing facilities by County.
12. Have and maintain liability insurance for the organization and be willing to add the County as an additional insured upon admission into the Program.
13. Adoption Partner must abide by the terms of the Adoption Partner Program Standards and Guidelines (Attachment C) which may be amended from time to time, only upon prior notice to Adoption Partner, with a revised copy attached hereto.

E. REQUIRED REPORTS

1. Adoption Partner must submit monthly reports, not later than the 15th of each month, that includes the following information pertaining to its activities of the previous month:
 - a. A list containing the status and location of each animal, including animals in foster care, that were previously removed from County care under this agreement and under the control of Adoption Partner during any part of the previous month.
 - b. New owner information regarding each animal placed in a permanent home the previous month, including at a minimum, the animal ID number, name, and address of the adopter.
 - c. Certificates of sterility showing the animal ID number for all spay and neuter surgeries performed on animals adopted from County care.

F. ADOPTION, TRANSPORTATION, AND PLACEMENT OF ANIMALS

1. Adoption Partner has no obligation to adopt any specific animal or quantity of animals. Except as required by law, County has no obligation to make any specific animal or quantity of animals available to Adoption Partner.
2. Adoption Partner may not extend their adoption privileges to third parties or use its Adoption Partner status to adopt an animal on behalf of or to be given to another rescue organization or a person not qualified to adopt the animal from County directly. This does not prevent or inhibit Adoption Partner from adopting an animal

for the purpose of rehabilitating it and making the animal suitable for placement in a private home.

3. Animals may be adopted only by an Authorized Representative of the Adoption Partner, who is listed on the Authorized Representatives List. The use of temporary representatives or “one-time pulls” is not permitted.
4. To minimize the amount of time the animal spends in a County animal care center, Adoption Partner must pick up animals on the date they are first available to be picked up, unless prior alternate arrangements are made. Animals that have previously been spayed/neutered and those that are not subject to sterilization are available for pick up on the date of availability for adoption. Animals that are being altered by County are available for pick up on the date of surgery unless a different date is set by County medical staff.
5. Adoption Partner must transport any animal adopted under this Agreement in a vehicle that is safe and appropriate for the animal. The animal must be secured in the vehicle in a manner that ensures the safety of both the animal and others in the vehicle, and prevents the animal from interfering with the driver’s control of the vehicle. County may deny the transfer of possession of an animal when, in its sole discretion, the manner of transport is unsafe.
6. Adoption Partner agrees to perform further temperament assessment in a safe environment of any animal adopted from County, and to provide any necessary remedial training and/or behavior modification before placing the animal with another person.
7. Adoption Partner must house and place animals adopted under the Program into private homes, veterinary hospitals, or licensed animal boarding facilities. Adoption Partner may not transfer an animal to other rescue groups, organizations, or agencies without advanced prior approval from County.
8. Adoption Partner agrees to exercise prudent care in placing animals into foster care or new homes, and will humanely euthanize or place into permanent sanctuary any animals that Adoption Partner later determines cannot be safely placed into suitable homes.
9. If a private veterinarian determines that any animal adopted from County is unhealthy or if the animal becomes ill during the first ten days after adoption, Adoption Partner may return the animal to the animal care center and any adoption fee will be refunded. If Adoption Partner decides to provide treatment rather than return the sick animal to County, Adoption Partner agrees that Adoption Partner is responsible for any and all costs of medical treatment provided by any private medical providers, including diagnostics and medication and in no way is County liable for these costs.

G. WAIVER OF ADOPTION FEES AND SPAY/NEUTER DEPOSITS

1. County will reduce or waive adoption fees for Adoption Partner to adopt most animals, at the sole discretion of County. Adoption Partner will be required to pay the current public adoption fee for animals that County has selected to attend an upcoming adoption event. If the animal is not adopted at the adoption event, County will reduce or waive the adoption fee for that animal.
2. County may require Adoption Partner to pay a refundable spay/neuter deposit to adopt an unaltered animal if County, in its sole discretion, determines the surgery should be deferred due to the health of the animal. The spay/neuter deposit will be refunded if the animal is spayed or neutered within 14 days of becoming healthy enough for the surgery and Adoption Partner provides proof of sterility to County within 30 days of obtaining such proof. At County's sole discretion, the spay/neuter deposit may be waived if Adoption Partner meets each of the following criteria:
 - a. Adoption Partner has been an Adoption Partner for at least six months and is in good standing with all County requirements;
 - b. Adoption Partner is up to date with all monthly reports;
 - c. Adoption Partner has no history of missing reports in the previous six calendar months; and
 - d. Adoption Partner has no history of failing to spay/neuter animals adopted from County care as required.

H. ADOPTION OF DOGS WITH TEMPERAMENT CONCERNS OR BITE HISTORY

County will not release aggressive animals that pose significant threats to the health or safety of the public or to other animals except as required by law. County may determine, in its sole discretion, that an animal with an observed temperament defect or a history of dangerous behavior is unsuitable for adoption by the general public but appropriate for adoption by a qualifying animal rescue organization.

When the County has determined that a dog is unsuitable for adoption by the general public for reasons described in this paragraph, the County reserves the right, in its sole discretion to give priority to agencies that meet the following criteria:

- a. Adoption Partner must provide County with proof of current insurance coverage meeting the requirements described in Attachment B.
- b. Adoption Partner must sign a waiver and acknowledgment of the animal's behavior and/or medical history.
- c. Adoption Partner must provide County with the Adoption Partner's plan for the assessment and/or rehabilitation of the animal, subject to County's approval. The rehabilitation plan may be required to include the name and location of the foster or boarding facility where the animal will be initially placed and the name and qualification of any trainer(s) that will work with the animal.

I. SUSPENSION OR TERMINATION OF ADOPTION PARTNER PRIVILEGES

Adoption Partner agrees that its participation in the Los Angeles County Adoption Partner Program may be suspended pending corrective action or terminated for failing to comply with the requirements set forth in this Agreement. Adoption Partner is responsible for the conduct of its representatives, volunteers, and transport agents. Representatives that fail to adhere to Program standards may cause the Adoption Partner's privileges to be suspended or revoked.

Immediate Action to Remedy Breach

If the AP coordinator believes a breach of the terms of the Agreement has occurred that could affect the integrity or effective operations of the Program, the AP involved may be temporarily suspended from active AP status—including suspension of AP privileges—pending the outcome of an investigation into the incident(s). The involved AP will be notified of the suspension promptly, preferably no later than one business day after the imposition of the suspension. Notice must be sent electronically or by U.S. Mail to the AP's primary contact and must include the general nature of the allegation that led to the suspension.

The Department will designate appropriate staff to investigate the allegation(s) within thirty (30) calendar days and document their investigation. Prior to the conclusion of the investigation, if any adverse action is anticipated, the suspended AP must be given an opportunity to respond to the specific allegation(s) which might lead to adverse action. Once the investigation is complete, the concern regarding the AP's activities will be discussed with the AP Review Committee at the next regularly scheduled meeting or within 30 days after the completion of the investigation, whichever is shorter. The committee will review the information presented and, based on the information provided, make a recommendation to the chief deputy director to determine the appropriate action.

Appropriate action may vary depending upon the severity of the breach, the history of the AP's adoptions, any past incidents, and the likelihood of recurrence of a breach. An AP may receive a written explanation of expectations or a warning, have specific limitations placed on its AP privileges either temporarily or permanently, be allowed to continue full participation in the Program under specified conditions, be suspended for a defined period of time, be released from participation in the AP Program, or other action deemed suitable by the chief deputy director.

Administrative Review Process

An Adoption Partner who has received a notice that their AP privileges have been terminated or restricted, other than a temporary suspension pending investigation, may request a review of the Department's action using the form provided with the notice. The form must be returned to the Department within thirty (30) calendar days and accompanied by a written explanation and any supporting documents that demonstrate why the Department's decision to terminate or restrict an AP's privilege should be reconsidered.

The Director or designee will review a decision to terminate or restrict an AP's privileges if the request to review satisfies the following criteria:

1. The request for review is submitted timely, i.e., within thirty (30) calendar days of the date on the notice; and
2. The request for review asserts, in appropriate detail with supporting factual reasons, one or more of the following grounds for review:
 - A. THE reasons given by the Department for terminating or suspending restricting the AP's privileges are factually incorrect.
 - B. One or more of the reasons given for the suspension or termination or restriction of the AP's privileges has been resolved by the time the request for review was submitted; or
 - C. The reasons given by the Department are not serious enough to justify the termination, suspension, or restriction of the APs privileges

Upon completing the review of the action to terminate, suspend, or restrict an AP's privileges, the Department will notify the AP of the decision within sixty (60) calendar days of receipt of the request for review. Any AP that is terminated from the Program, or member of a board of directors of an AP that is terminated from the Program, will be ineligible for consideration for participation in the Program for a minimum of one year, unless the director finds extenuating circumstances warrant a shorter time. An AP organization that is terminated from the Program is only eligible for reconsideration upon submission of a complete application packet and meeting the then-current program qualifications. Reconsideration will include the reason(s) for the AP's termination and whether the circumstances leading to the release have been adequately addressed to the satisfaction of the director.

J. PROBATIONARY PERIOD

During the first six months of participation in the Adoption Partner program, partner organizations are not eligible for a Trust Deposit Waiver, or to adopt a dog that has been designated to be unsuitable for adoption by the general public as described in Section H. After the completion of six months of participation in the program or the adoption of at least two animals, whichever occurs later, if the partner organization is not otherwise disqualified, the probationary restrictions will be lifted.

An Adoption Partner organization may be placed on a probationary status at any time in accordance with Section I above.

K. OTHER TERMS AND CONDITIONS

1. ASSUMPTION OF RISK

Adoption of Animals ***INVOLVES INHERENT RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE*** that no amount of care, caution, temperament testing or

observation can eliminate. Adoption of animals related to this agreement **ALSO EXPOSES ADOPTION PARTNER TO ADDITIONAL RISKS**, whether inherent or not, caused by things such as conditions of location, property, equipment, or conduct of animals, including other animals, spectators, or employees/agents/independent contractors of the County of Los Angeles. **ADOPTION PARTNER FREELY ASSUMES ALL RISKS WHETHER OR NOT SPECIFICALLY DELINEATED**

_____ (initials of Adoption Partner Primary Contact)

- 2. No representations or warranties as to temperament, behavior, or medical condition:** Adoption Partner agrees that while County makes efforts to screen animals for temperament, behavior problems, or medical conditions prior to adoption, this assessment is performed in an animal care center environment or other temporary locations and not all behaviors or conditions may be completely evaluated at these locations. Additionally, information about the animal provided to County by previous owners or other third parties may not be accurate. It is Adoption Partner's responsibility to exercise due caution in handling, socializing, and introducing any animal adopted from County into new situations. **Adoption Partner agrees that the County makes no representations or warranties regarding the temperament, behavior, or medical condition of any animal.**

_____ (initials of Adoption Partner Primary Contact)

3. RELEASE AND WAIVER OF LIABILITY

In consideration for adoption of animals under this agreement the undersigned agrees to **FOREVER RELEASE, DISCHARGE, AND WAIVE ANY AND ALL LIABILITY CLAIMS OR DAMAGES AGAINST THE COUNTY OF LOS ANGELES, ITS SPECIAL DISTRICTS, ELECTED AND APPOINTED OFFICERS, EMPLOYEES, AGENTS, AND VOLUNTEERS** ("releasees") that the **ADOPTION PARTNER AND/OR ADOPTION PARTNER'S CUSTOMERS, EMPLOYEES, OR THE ADOPTION PARTNER'S VOLUNTEERS**, has or might have against Releasees, whether or not caused by the negligence of Releasees or any other person or entity, arising out of adoption of animals related to this agreement.

_____ (initials of Adoption Partner Primary Contact)

- 4. Indemnification:** Adoption Partner agrees to indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of County indemnitees.

_____ (initials of Adoption Partner Primary Contact)

5. **Entire Agreement:** This Agreement and its attachments constitute the entire agreement among the Parties with regard to the matters in this Agreement which supersede all previous agreements, written or oral, and all communications between the Parties relating to the subject matter hereof. Any prior discussions have been and are merged and integrated into, and are superseded by, this Agreement. This Agreement may be amended or modified only by a writing executed by each of the Parties. All changes or amendments to this Agreement must be in writing and mutually executed by authorized personnel on behalf of the Parties. The Director of the Department or his/her designee is authorized by the County to execute supplemental agreements.
6. **Governing Law, Jurisdiction, and Venue:** This Agreement will be governed by, and construed in accordance with, the laws of the State of California. Adoption Partner agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder will be exclusively in Los Angeles County.
7. **Independent Contractor Status:** This Agreement is by and between County and Adoption Partner and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Adoption Partner. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

Adoption Partner will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Adoption Partner.

Adoption Partner understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees or volunteers of Adoption Partner and not employees or volunteers of County. Adoption partner will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Adoption Partner pursuant to this Agreement.

8. **Validity:** If any provision of this Agreement or the application thereof is determined to be invalid, void, or unenforceable, the remainder of the Agreement will not be affected but will remain in effect.

9. **Waiver:** No waiver of any breach of any provision of this Agreement will constitute a waiver of any breach of any another provision. Failure by County to enforce any provision of this Agreement will not be construed as a waiver of that provision.

10. **Counterparts:** This Agreement may be executed in counterparts, including via facsimile or by electronic signature which will become effective only when every Party has signed and delivered a counterpart. The originals of any counterpart signature pages will be delivered to County and retained as part of the original Agreement.

11. **Campaign Contribution Prohibition Following Final Decision in Contract Proceeding:** Pursuant to Government Code Section 84308, County Contractors and Subcontractors are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of Government Code Section 84308 and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year of the last signature to this Agreement.

ATTACHMENT A

Month XX, 202X

Adoption Partner

[Adoption Partner Corporate Name]

[Mailing Address]

[City, State, Zip]

[Phone Number]

[Email Address]

[Adoption Partner Primary Contact Name]

[Physical Address]

[City, State, Zip]

[Cell Phone Number]

[Email Address]

[Primary Contact Mailing Address (if different)]

[City, State, Zip]

[Phone Number]

[Adoption Partner Secondary Authorized Representative Contact Name]

[Physical Address]

[City, State, Zip]

[Cell Phone Number]

[Email Address]

[Secondary Authorized Representative Contact Mailing Address (if different)]

[City, State, Zip]

[Phone Number]

[Species or Breed(s) Authorized to Adopt (from Articles of Incorporation)]

[Name of Primary Veterinarian Used]

[Physical Address]

[City, State, Zip]

[Phone Number]

[Email Address]

[License and/ Permits (type and number)]

[Physical Address (for each license)]

[City, State, Zip]

[Name of Primary Contact at Facility (for each)]

[Phone Number]

IRS FEIN

[FEIN issued by the IRS]

Secretary of State/Franchise Tax Board

[Corporate ID number assigned by the State]

Attorney General Filing

[Date of most recent CA State Attorney General compliance filing]

Insurance Information

[Insurance Company Name (if applicable)]

[Policy number]

[Maximum Limit on Coverage]

[Current Policy Expiration Date]

[Agent Name]

[Mailing Address]

[City, State, Zip]

[Phone Number]

[Email Address]

Department of Animal Care and Control

[DACC Project Manager]

[Mailing Address]

[City, State, Zip]

[Phone Number]

[Email Address]

INSURANCE REQUIREMENTS FOR ADOPTION PARTNER TO ADOPT A RESCUE-ONLY ANIMAL WITH TEMPERAMENT CONCERNS FROM COUNTY

Without limiting Adoption Partner's indemnification of County, Adoption Partner must provide and maintain at its own expense insurance coverage satisfying the requirements specified below. These minimum insurance coverage terms, types, and limits (the "Required Insurance") are in addition to and separate from any other contractual obligation imposed upon Adoption Partner pursuant to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect Adoption Partner from liabilities which may arise from or relate to this Agreement.

Evidence of Coverage and Notice to County

1. Certificates of insurance coverage satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) have been given Insured status under Adoption Partner's General Liability policy, must be delivered to County prior to adopting any animal that County, in its sole discretion, has determined to be unsuitable for adoption by the public.
2. Renewal Certificates must be provided to County not less than ten (10) days prior to Adoption Partner's policy expiration dates. County may refuse to release a Rescue-Only animal to Adoption Partner if an insurance policy is within 30 days of expiration and no renewal certificate has been provided.
3. Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Agreement, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of Adoption Partner identified as the Party to this Agreement. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County-required endorsement forms.
4. Neither County's failure to obtain, nor County's receipt of, or failure to object to, a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Adoption Partner, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
5. Certificates and copies of any required endorsements must be sent to:

County of Los Angeles
Department of Animal Care and Control

[DACC Project Manager]
[Mailing Address]
[City, State, Zip]
[Phone Number]
[Email Address]

Adoption Partner also must promptly report to County any injury or property damage, accident, or incident, including any injury to an Adoption Partner employee/volunteer occurring on County property. Adoption Partner also must promptly notify County of any third-party claim or suit filed against Adoption Partner or any of its sub-contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Adoption Partner and/or County.

Additional Insured Status and Scope of Coverage

County, its Special Districts, Elected Officials, Officers, agents, employees, and volunteers (collectively County and its Agents) must be provided additional insured status under Adoption Partner’s General Liability policy with respect to liability arising out of Adoption Partner’s participation in Los Angeles County's Adoption Partner Program. County and its Agents additional insured status will apply with respect to liability and defense of suits arising out of Adoption Partner’s acts or omissions, whether such liability is attributable to Adoption Partner or to County. The full policy limits and scope of protection also must apply to County and its Agents as an additional insured, even if they exceed County’s minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

Cancellation of or Changes in Insurance

Adoption Partner must provide County with, or Adoption Partner’s insurance policies must contain, a provision that County will receive written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Agreement, in the sole discretion of County, upon which County may suspend or terminate this Agreement.

Insurer Financial Ratings

Coverage must be placed with insurers acceptable to County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

Contractor’s Insurance Must Be Primary

Adoption Partner's insurance policies, with respect to any claims related to this Agreement, must be primary with respect to all other sources of coverage available to Adoption Partner. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any coverage provided by Adoption Partner.

Waivers of Subrogation

To the fullest extent permitted by law, Adoption Partner hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. Adoption Partner must require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

Deductibles and Self-Insured Retentions (SIRs)

Adoption Partner's policies will not obligate County to pay any portion of any Adoption Partner deductible or SIR. County retains the right to require Adoption Partner to reduce or eliminate policy deductibles and SIRs that may affect County, or to provide a bond guaranteeing Adoption Partner's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

Claims Made Coverage

If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Agreement. Adoption Partner understands and agrees it will maintain such coverage for a period of not less than three (3) years following the expiration, termination, or cancellation of this Agreement.

Application of Excess Liability Coverage

Adoption Partner may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies to satisfy the Required Insurance provisions.

Separation of Insureds

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

REQUIRED INSURANCE COVERAGE

Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Adoption Partner's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident.

COUNTY OF LOS ANGELES DEPARTMENT OF ANIMAL CARE AND CONTROL
ADOPTION PARTNER PROGRAM OVERVIEW AND STANDARDS

INTRODUCTION

The County of Los Angeles Department of Animal Care and Control (DACC or Department) operates seven animal care centers in the County of Los Angeles. The care centers are located in Agoura, Baldwin Park, Carson/Gardena, Castaic, Downey, Lancaster, and Palmdale.

DACC is a municipal animal control and animal care center system, accepting domestic animals and other pets regardless of their age, health, or behavior conditions. Consequently, animals that are admitted to DACC animal care centers may be from various situations and backgrounds; animals may be very old (geriatric) or very young (un-weaned), ill or injured, friendly/healthy and highly adoptable, or have behavioral concerns that limit their placement options.

It is the goal of DACC to place as many suitable animals as feasible into caring homes, and to avoid unnecessary euthanasia. DACC values the relationships we have with allied agencies, animal welfare organizations, animal rescue groups, and the communities we serve, all of whom help DACC provide additional placement opportunities for homeless animals. Among the programs DACC maintains to facilitate the placement of unwanted and special-needs pets is the Adoption Partner Program (the Program).

This Program consists of contractual agreements with a number of animal rescue organizations that work cooperatively with DACC to provide expanded opportunities for rehabilitation and permanent placement of animals into caring homes. DACC understands the importance of mutual trust and good will in accomplishing these goals, and is committed to working with organizations with integrity in the animal welfare industry.

PURPOSE OF THE ADOPTION PARTNER PROGRAM

The Adoption Partner Program exists to provide additional opportunities for placement of pets that are being overlooked by the public at our animal care centers or have special needs. While DACC can often find homes for young, healthy, or purebred animals, many of the pets in our care do not fit into these categories and may be more difficult to place. Adoption Partner organizations play an important role by adopting animals that require additional placement assistance. DACC discounts the cost of adoptions to APs for those animals that have been overlooked by the general public, in order to support the APs' efforts in this area.

The Adoption Partner Program Overview and Standards, and Adoption Partner Agreement (Agreement) and related DACC policies and procedures are provided to ensure a viable, sustainable, and successful Adoption Partner Program that provides a

standardized and equitable adoption program, helps maintain a healthy animal population in the animal care centers, and maximizes the efficient use of DACC resources.

APPLICANT MINIMUM QUALIFICATIONS

DACC welcomes applications for the Adoption Partner Program from qualified organizations. To be eligible for the Program, an organization must:

1. Be a nonprofit corporation (as defined in Section 501(c)(3) of the Internal Revenue Code) in good standing with all applicable federal and State agencies;
2. Be organized and operated for the purpose of animal rescue or adoption;
3. Have no founded criminal or administrative violations regarding animals by the corporation or any of its Board members, employees, or volunteers, no pending criminal or administrative investigations of the corporation or any of its Board members, and disclose all prior criminal violations by or administrative actions regarding animals of the corporation or any of its Board members when applying;
4. Be in compliance with all laws relating to animals;
5. To be eligible to adopt a dog with a documented history of aggression as determined by DACC, AP must have and maintain liability insurance for the organization with a minimum coverage of \$2 million general aggregate and \$1 million each occurrence, and be willing to add the County as an additional insured upon admission into the Program;
6. Maintain Workers' Compensation insurance as required by law; and
7. Complete and submit the Adoption Partner Program Application with all required documentation.

APPLICATION PROCESS:

An organization must complete the application process to become an Adoption Partner. DACC will accept electronic submission of documents and will accept generally recognized digital signatures. AP Program applicants may utilize hard-copy submissions for all or part of the application process.

DACC may conduct a review of the applicant organization's background and may request additional information from the applicant or other agencies on relevant issues including Do Not Adopt status with other organizations. DACC will take all factual information into consideration and make its own determination. DACC reserves the right to deny any application from an organization that DACC, in its sole discretion, determines is not a good fit for partnership. Organizations not accepted for participation in the Program may reapply no sooner than one year after the date of rejection of their application.

To be considered for the Adoption Partner Program the applicant organization must submit each of the following to the Adoption Partner Liaison:

1. A completed Adoption Partner Program Application, provided by DACC;
2. A copy of the organization's IRS determination letter;
3. A copy of the organization's Articles of Incorporation, By-Laws, online status report from the CA Secretary of State, and proof of registration and current status with the CA Attorney General as a Charitable Trust. (This applies to all corporations doing business in CA, including out-of-state corporations);
4. If not already stated in the applicant's Articles of Incorporation, a statement of the organization's purpose, indicating the species and/or breed(s) that the organization is formed to adopt/rescue;
5. A copy of the current foster and adoption agreements used by the organization when placing or adopting animals;
6. A current list of the members of the organization's board of directors. The list must include each director's full name, physical address and mailing address (if different), telephone numbers, and e-mail addresses;
7. A list of the individuals authorized to take physical custody of animals on behalf of the organization (referred to as transport agents or "TAs"). The list must include each TA's full name, home address, telephone number(s), e-mail address, and a copy of their government-issued photo ID;
8. A copy of all animal facility licenses and permits, if applicable;
9. A copy of the organization's disaster evacuation plan for any locations where the organization houses animals (excluding private homes of fosters);
10. The name and address of the animal control or humane law enforcement agency having jurisdiction over the location(s) where the applicant organization is located and wherever it houses animals;
11. The name and contact information for at least one veterinarian or veterinary practice who provides clinical medical services to the organization's animals; and
12. Evidence of liability insurance coverage as described in the Applicant Minimum Qualifications section above.

DACC will review the application and supporting documents. The review process for complete packages often takes several weeks but may be protracted in the event of

incomplete submissions or other issues. An adoption partner coordinator will notify the applicant if the package is deficient, and how the application can be remedied. Applicants will be notified when the review is completed.

Approved Applications

Once an application is approved by DACC, the Primary Contact for the Adoption Partner must sign a Los Angeles County Adoption Partner Agreement, agreeing to the terms of the relationship between the Adoption Partner and DACC for the duration of participation in the Program. Applicants may not adopt animals as an Adoption Partner until the Agreement is signed by the Primary Contact and returned to an adoption partner coordinator.

DURATION OF AGREEMENT

An Adoption Partner Agreement will have a duration of three years, and may be renewed, at the Department's discretion by signing a new Agreement within three months before the expiration of the Agreement then in place.

Adoption Partners may withdraw from participation at any time by providing written notice to DACC. Likewise, DACC maintains the sole discretion to terminate, suspend, or limit the privileges of an Adoption Partner from the Program at any time, and need not establish cause to terminate, suspend, or revoke Adoption Partner privileges.

PROGRAM PARTICIPATION

The Adoption Partner has no obligation to adopt any specific animal or quantity of animals. Except as provided in California Food and Agricultural Code sections 31108(b) and 31752(c), is not obligated to make any specific animals available to the Adoption Partner organization.

During the first six months that an organization is a partner organization in the Program, that organization will not be permitted to adopt dogs that the Department, in its sole discretion, has determined to have significant behavior issues.

ADOPTION PARTNER STANDARDS OF CONDUCT

1. Provide accurate and complete information on all documents and statements;
2. Maintain all qualifications as described in the minimum qualifications for application throughout the period of participation in the Program;
3. Notify DACC of any lapses of qualification criteria and promptly remediate such lapses;
4. Keep DACC informed of all changes in the organization that could affect the understanding between the organization and DACC, including changes in the Board of Directors or officers of the corporation, new housing locations for

animals, and other material information. (A change in the Primary Contact for the Adoption Partner will require that a new Agreement be signed);

5. Maintain a current and accurate list of authorized representatives of the organization with DACC;
6. Comply with the Adoption Partner Program Agreement, program guidelines, and applicable DACC policies and procedures.
7. Comply with any agreements, waivers or conditions placed upon the placement of animals adopted from DACC. Work cooperatively and professionally with DACC staff and volunteers, and ensure that their representatives, including staff, volunteers and transport agents, do as well;
8. Submit reports including the name and address of the foster or adopter of each animal adopted from DACC, and all spay/neuter surgeries completed, by the 15th day of each month following the month being reported. Animals appearing on a report in a previous monthly report as being in foster care must appear on a subsequent report only when ownership is transferred from the Adoption Partner to a new owner (including the foster if adopted by a foster);
9. Ensure that all authorized representatives, staff, volunteers and transport agents of the organization are informed of and follow the terms of the Agreement, Program rules, and applicable DACC policies;
10. Comply with all State and local laws related to animals including Penal Code sections (PC) 597.1 (by providing proper care and attention) and 597.4 (by not selling or giving away an animal on any street, highway, public right-of-way, parking lot, carnival, or boardwalk), as well as mandatory facility licensing, individual animal licensing, spay/neuter, and microchipping as applicable;
11. Together with DACC staff, ensure that each animal adopted from DACC is microchipped prior to the transport agent taking possession of the animal;
12. Ensure the safe and humane treatment of animals in the care of the organization, its staff/volunteers, and transport agents;
13. Pick up animals from DACC on the within 24 hours of the adoption commitment, or on the earliest date the animal is available to be picked up unless prior arrangements have been made with the care center. Adoptions after this time period are subject to the DACC's daily board fee;
14. Ensure that when an animal is picked up from DACC it is transported in a vehicle that is safe and appropriate for the animal, and is secured in the vehicle in a manner that ensures the safety of both the animal and others;

15. Only place animals adopted from DACC into private homes and not transfer them to other animal rescue groups, organizations or agencies without DACC's advanced written authorization;
16. Exercise reasonable care and diligence in selecting appropriate foster and permanent placement of animals to ensure both animal and public safety;
17. Comply with all laws requiring disclosure of previous history of the animal, including CA Food and Agricultural Code Section 30526 which requires disclosure in writing to the person to whom the dog is sold, given away, or transferred, of a dog's known bite history and the circumstances related to the bite, and provide proof of notification to DACC upon demand;
18. Report all allegations of a bite that broke the skin of a person by a dog, cat or other animal of a species susceptible to rabies to the applicable agency for rabies observation quarantine, and cooperate with the directives of that agency;
19. Spay or neuter all dogs, cats and other animals prior to transfer of ownership or placement in a permanent home;
20. Properly monitor the care of animals in their foster homes or boarding facilities.
21. Allow unannounced inspections by DACC of the organization's boarding facilities (except private homes) during reasonable hours. Allow DACC to contact the organization's fosters and boarding facilities directly without prior notification to the organization;
22. Keep records of temporary and permanent placement of DACC-sourced animals for at least five (5) years from the date of permanent placement (adoption) and provide copies of these records to DACC upon request;
23. Keep records of the microchip information on all animals for at least ten (10) years from the date of adoption from DACC;
24. Have a viable emergency plan for animal care and housing (including fosters) in the event of natural or manmade emergencies such as fires, earthquakes, and evacuations. A viable emergency plan includes, at a minimum, reasonable preparations for alternate temporary housing and transportation to alternate housing; and
25. Maintain all facilities where animals are housed in compliance with all applicable legal standards, including the limits on the number of animals maintained by fosters; and
26. Not use third-parties or "straw-persons" to place holds or adopt an animal individually, for the purpose of transferring it from/to an Adoption Partner, or

other person or rescue organization. Adoption Partners engaging in such deceitful practices will be subject to release from the Program.

DACC POINTS OF CONTACT

The following DACC personnel should be contacted in the following scenarios:

- Departmental adoption partner coordinator: Issues/questions regarding Adoption Partner application or status, to add/remove authorized representatives for the Adoption Partner, or to report changes to the organization.
- Animal care center staff: To place a temporary hold on an animal, ask questions regarding a particular animal, arrange for an animal's adoption, etc. Disagreements with a staff member regarding an animal should be forwarded to the care center supervisor or manager.
- Departmental adoption partner program manager: Questions or concerns that could not be resolved by the animal care center manager or adoption partner coordinator.
- Business License Enforcement Services: Questions or concerns regarding an Adoption Partner's animal facility license, if applicable.

Civility in Communications

DACC has a responsibility to maintain a workplace for its employees that is free of abuse. Therefore all communications between an Adoption Partner and DACC should be polite, respectful and professional. Personal attacks, name calling, and threats will be grounds for suspension or termination of the Adoption Partner's privileges.

Public Records Act

Any documents submitted by Adoption Partners as part of this Program become the exclusive property of County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

AVAILABILITY OF ANIMALS

DACC animal care centers are public facilities paid for by the taxpayers of the County of Los Angeles. Consequently, the public is generally provided the first opportunity to adopt animals from DACC.

DACC makes all dogs and cats available for participation in the Adoption Partner program 24 hours after the animal is available to the public for adoption—with the following exceptions:

1. Animals that are irremediably suffering.
2. Unweaned animals. However, they may be fostered under DACC's foster program. Adoption Partner volunteers interested in fostering animals must complete a DACC foster program training class and enroll as a foster volunteer. See SP110: "Animal Foster Program" for additional information. Individuals who are affiliated with Adoption Partners may foster, but organizations may not.
3. Owner surrendered dogs with a documented history of aggression or having caused injury that DACC deems unsuitable for placement. DACC will not make an aggressive stray dog that poses a potential threat to the health or safety of the public available for adoption unless a demand for that animal is made by an Authorized Representative of an approved Adoption Partner. DACC will not make an aggressive owner-surrendered dog with a documented history of aggression available under any circumstance, unless specifically authorized by the chief deputy director or director.
4. Stray dogs declared or determined by DACC to qualify for a Potentially Dangerous Dog or Vicious Dog declaration pursuant to Los Angeles County Code §10.37.110, or dogs known to be subject to a similar administrative declaration in another jurisdiction unless a demand for that animal is made by an Authorized Representative of an approved Adoption Partner.
5. Fractious or feral cats will be available to Adoption Partners at the same time and under the same conditions, except for adoption fee, as they are to the public.
6. DACC may designate an animal as "rescue-only" due to behavior concerns, medical condition, or a combination thereof, and network it to Adoption Partners at any time.
7. An AP may place a hold on an animal in which the animal is reserved exclusively for the AP placing the hold. The AP Hold lasts only until the end of the business day on which the hold is placed and is intended to prevent an AP from expending resources for transportation and housing of an animal only to have it adopted by someone else while these resources are being spent. AP Holds will not be placed on animals that are designated "ready to go home" (RTGH) for adoption by the public.

It is the policy of DACC to not make available for adoption aggressive animals that pose a significant potential threat to the health or safety of the public. DACC will comply with applicable law.

Adoption Partners may adopt any species/breed(s) that is consistent with their organizational mission as stated in their Articles of Incorporation. If the corporation is organized to adopt a specific species/breed(s), then the corporation is limited to adopting that/those species/breed(s) under the Adoption Partner Program.

Adoption Partners are not permitted to extend their adoption privileges to third parties or other rescue organizations not registered with DACC as an Adoption Partner.

Animals with Medical Conditions

animals that are irremediably suffering may be euthanized at DACC's sole discretion. When appropriate, DACC may network to Adoption Partners an animal with a serious medical condition(s) before euthanasia to develop an alternative outcome for the animal.

To adopt an animal with significant medical needs, an Adoption Partner must come to the animal care center immediately to adopt and take possession. Proof of follow-up veterinary care may be a condition of release of an animal requiring medical attention. Instructions for the provision of to whom and when proof or veterinary treatment is required will be provided to the transport agent when the animal is picked up.

Dogs and Other Animals with Behavior Concerns

Some animals that have demonstrated potential behavior concerns, or have safety incidents on record, may be adopted if an Adoption Partner is willing to enter into a written agreement called a "Waiver and Indemnification Agreement for Adoption Partner Only Animal" ("Rescue Only Waiver" or "ROW") taking responsibility for the rehabilitation of the animal. Additional qualifications are required to adopt an animal that is subject to a ROW, including providing a rehabilitation plan prior to adoption. Only the Primary Contact for the Adoption Partner can request to adopt an animal subject to a ROW.

Rehabilitation plans must include evidence of the Adoption Partner's current liability insurance coverage, the name of the Adoption Partner representative authorized to take physical possession of the animal from DACC, the name and location of the foster/boarding facility where the animal will be housed initially, the name and location of the trainer who will work with the animal, and an acknowledgement from the trainer that they are aware of the documented history of the animal and has committed to—at a minimum—evaluate the animal to assess its training needs. Submission of a rehabilitation plan does not guarantee that the Adoption Partner will be allowed to adopt the animal.

The waiver must be signed by the Primary Contact for the Adoption Partner prior to taking possession of the animal. Once the animal care center and adoption partner coordinator have received a copy of the signed waiver and rehabilitation plan, the animal may be released to the Adoption Partner representative designated by the primary contact.

FEES AND DEPOSITS

Adoption Fees

The adoption fee (only) is generally waived for Adoption Partners. Adoption Partners must pay the public adoption fee for animals that have been selected for, but have not yet attended, an upcoming adoption event or out of state transfer. Animals not adopted at the special event will be eligible for the adoption fee waiver after the event. Adoption Partners must pay all other applicable fees. An individual animal license fee is not required unless the Adoption Partner maintains the animal in DACC's jurisdiction for more than 30 days after adoption from DACC.

Spay/Neuter Deposits

The requirement for a spay/neuter deposit to be paid to adopt an unaltered animal may be waived at DACC's sole discretion ("Trust Deposit Fee Waiver") if the Adoption Partner meets the requirements listed below. The Trust Deposit Fee Waiver privilege may be revoked at any time for failure to maintain eligibility for this exception. Requirements for eligibility are:

1. Be an Adoption Partner for at least six months and in good standing with DACC;
2. Be current in submission of complete and accurate monthly animal disposition reports;
3. Ensure all spay/neuter surgeries are completed in a timely manner;
4. Be current in submission of complete and accurate spay/neuter reports;
5. Have no missing or late animal disposition or spay/neuter reports in the past six months; and
6. Have no administrative actions (such as temporary suspensions, notices of expectations, limitations on Adoption Partner privileges, etc.) imposed by DACC in the preceding 12 months.

Fee waivers are not granted for aggressive dogs demanded by Adoption Partners when those dogs would otherwise not be offered for adoption or rescue.

Adoption Partners not entitled to a Trust Deposit Fee Waiver must pay the refundable deposit when adopting an unaltered dog or cat. In accordance with CA Food and Agricultural Code sections 30503 and 31751.3, the deposit will be refunded if the Adoption Partner has the animal spayed or neutered within 14 business days of the animal becoming healthy enough for surgery and provides written proof of the surgery to DACC within 30 business days of the surgery. Failure to provide timely evidence of spay/neuter surgery will result in the forfeiture of the deposit, whether or not the surgery is eventually performed.

Adoption Partners that receive the Trust Deposit Fee Waiver must still spay or neuter the dog or cat within 14 business days of the animal becoming healthy enough for surgery. The Adoption Partner coordinator will check monthly to verify that written proof of the surgery to DACC within 30 business days thereafter.

PHYSICAL TRANSFER OF ANIMALS

DACC has limited animal housing space. Housing animals for Adoption Partners past the agreed upon exit date can lead to disease outbreaks and/or unsanitary conditions, and even avoidable euthanasia. The Adoption Partner must remove the animals from DACC facilities on the date they are first available to be picked up unless prior alternate arrangements are made. Animals that have previously been spayed/neutered and those that are not subject to sterilization are available on the date of adoption. Animals that are being altered by DACC are available for pick up on the date of surgery unless a different date is set by DACC medical staff.

AUTHORIZED REPRESENTATIVES OF ADOPTION PARTNERS

Each Adoption Partner must maintain one person who is designated as the primary contact person for the corporation, who is authorized to act on behalf of and bind the corporation to legal agreements.

Animals may be transferred only by transport agents authorized by the primary contact for the Adoption Partner. Each primary contact must provide a current list of all of the Adoption Partner's authorized transport agents. Adoption Partners are encouraged to keep the list of authorized transport agents manageable both by the Adoption Partner and by DACC. An Adoption Partner may list no more than eight transport agents to transfer animals on its behalf. DACC may limit an Adoption Partner to a lower number of transport agents if necessary for the efficient operation of the Program.

Transport agents must also be approved by DACC prior to transferring animals on behalf of the Adoption Partner.

The Adoption Partner is responsible for ensuring the reliability of its representatives. Failure of a representative to follow the terms of the Agreement and applicable DACC policies may result in the suspension or revocation of the Adoption Partner's adoption privileges. A transport agent who fails to timely take possession of an animal on more than one occasion or without reasonable justification may have their "approved" status with DACC suspended or revoked.

In the event a person who is authorized to exit animals from DACC on behalf of multiple Adoption Partners engages in conduct that violates Adoption Partner Program standards, the action may affect the privileges of all Adoption Partners with which the person is affiliated. If the person involved is prohibited from exiting animals on behalf of one Adoption Partner, they are prohibited from exiting animals for any and all Adoption Partners.

Affiliation with an Adoption Partner does not shield a person who is found in violation of laws pertaining to animals, such as Penal Code Section 597.1 or a limit on the number of animals in their possession, from being placed on a 'Do Not Adopt' status. That status could prevent the person from exiting or adopting animals from DACC, despite the affiliation with an Adoption Partner in good standing.

Adding and Removing Authorized Representatives

Only the primary contact of the Adoption Partner may add or remove representatives from the authorized representative or transport agent lists. All requests for changes to the authorized representative or transport agent list must be made in writing by the primary contact to an adoption partner coordinator. The request must include the full name of the authorized representative or transport agent, their current address, phone number, and e-mail, and, if a transport agent, must be accompanied by a legible copy of the person's government-issued photo identification. Only an adoption partner coordinator may update the authorized representative or transport agent lists.

To add an authorized representative or transport agent to an Adoption Partner's list of authorized representatives, the primary contact must submit an Authorized Representative Form to DACC. DACC reserves the right to conduct a check of all proposed authorized representatives of the Adoption Partner to ensure compliance with the standards of the Program. The use of temporary representatives or "one-time pulls/adoptions" is not permitted. This is to ensure the safe and reliable transportation of animals.

ADOPTION PARTNERS AS DEPARTMENT FOSTERS

At no time may an Adoption Partner organization be listed as a foster for animals still under the care of DACC. See policy SP110: Animal Foster Program for more information on the qualifications for Adoption Partner volunteers as fosters for animals that remain in the care of DACC.

SUSPENSION OR REVOCATION OF ADOPTION PARTNERS

In DACC's sole discretion, an Adoption Partner may have conditions placed upon its privileges either temporarily or permanently, be suspended from the Program for a specified period of time, or have its Adoption Partner status permanently revoked if it fails to adhere to the Adoption Partner Program MOA, program guidelines and applicable DACC policies.

Administrative Review Process

An Adoption Partner who has received a notice that their Adoption Partner privileges have been terminated or restricted, other than a temporary suspension pending investigation, may request a review of DACC's action using the form provided with the notice. The form must be returned to DACC within thirty calendar days and accompanied by a written explanation and any supporting documents that demonstrate why DACC's decision to terminate or restrict an Adoption Partners privilege should be reconsidered.

The director or designee will review a decision to terminate or restrict an Adoption Partner's privileges if the request to review satisfies the following criteria:

1. The request for review is submitted timely, i.e., within thirty calendar days of the date on the notice; and
2. The request for review asserts, in appropriate detail with supporting factual reasons, one or more of the following grounds for review:
 - A. The reasons given by DACC for terminating or suspending restricting the Adoption Partner's privileges are factually incorrect.
 - B. One or more of the reasons given for the suspension or termination or restriction of the Adoption Partner's privileges has been resolved by the time the request for review was submitted; or
 - C. The reasons given by DACC are not serious enough to justify the termination, suspension, or restriction of the Adoption Partners privileges.

Upon completing the review of the action to terminate, suspend, or restrict an Adoption Partner's privileges, DACC will notify the Adoption Partner of the decision within sixty calendar days of receipt of the request for review.

Any Adoption Partner that is terminated from the Adoption Partner Program, or member of a board of directors of an Adoption Partner that is terminated from the Program, will be ineligible for consideration for participation in the Program for a minimum of one year, unless the director finds extenuating circumstances warrant a shorter time. An Adoption Partner organization that is terminated from the Program is only eligible for reconsideration upon submission of a complete application packet and meeting the then-current program qualifications. Reconsideration will include the reason(s) for the Adoption Partner's termination and whether the circumstances leading to the release have been adequately addressed to the satisfaction of the director.

CONCLUSION

DACC is committed to working with Adoption Partners to find more positive outcomes for unwanted animals by working together in a professional and mutually supportive environment. A well-structured Adoption Partner Program with clear delineation of responsibilities and expectations will ensure a program that is fair for all parties involved—the animals, the public, Adoption Partners, and DACC. DACC thanks all Adoption Partners for their ongoing commitment to helping animals.



Marcia Mayeda, Director

ATTACHMENT B

September 9, 2024

Synopsis of Adoption Partner Program Changes

| PREVIOUS PROGRAM | REVISED PROGRAM | COMMENTS |
|---|---|--|
| Written Agreement | | |
| No formal contractual agreement | A formal 3-year contractual agreement between the County and the rescue organization that can be renewed repeatedly | |
| The "Master Agreement" is a blanket adoption agreement applicable to all animals taken so no signature is required to adopt animals except dogs requiring an indemnity waiver | Each adoption will require a signature on an adoption agreement similar to what the public signs | Helps protect rescue organizations from having their name used by independent actors without their knowledge, and false allegations of misconduct as a result of unauthorized action |
| Application Qualifications and Process | | |
| Be a 501(c)(3) nonprofit corporation | Be a 501(c)(3) nonprofit corporation in good standing with all applicable federal and State agencies | Being registered with the CA Attorney General is not a new requirement, but it is now expressly stated |
| Have no criminal or administrative violations regarding animals | Have no <i>founded</i> criminal or administrative violations regarding animals by the corporation or any of its Board members, employees, or volunteers, and no pending criminal or administrative investigations | Added "founded" administrative violations, and "pending" (at the time of submitting the application) criminal/ administrative investigations |

Agoura ACC
 29525 Agoura Road
 Agoura Hills, CA 91301
 (818) 991-0071

Baldwin Park ACC
 4275 N. Elton Street
 Baldwin Park, CA 91706
 (626) 962-3577

Carson/Gardena ACC
 216 W. Victoria Street
 Gardena, CA 90248
 (310) 523-9566

Castaic ACC
 31044 N. Charlie Canyon Rd.
 Castaic, CA 91384
 (661) 257-3191

Downey ACC
 11258 S. Garfield Ave.
 Downey, CA 90242
 (562) 940-6898

Lancaster ACC
 5210 W. Avenue I
 Lancaster, CA 93536
 (661) 940-4191

Palmdale ACC
 38550 Sierra Highway
 Palmdale, CA 93550
 (661) 575-2888

Administrative Office
 5898 Cherry Avenue
 Long Beach, CA 90805
 (800) 253-3555

Synopsis AP Program Changes

| PREVIOUS PROGRAM | REVISED PROGRAM | COMMENTS |
|---|--|--|
| Letter of reference from a veterinarian | Identify and provide contact info for a veterinarian or veterinary practice that provides care to the organization's animals when needed | Ensures that the rescue has a vet who provides treatment to its animals; no "reference" is needed |
| Submit references from two current APs | No references from other rescues are required | References were not useful in determining applicant qualifications |
| Submit a reference from an animal control agency or open-admission HS/SPCA with which the rescue has done business | Provide contact info for the animal control agency with jurisdiction at the place(s) the rescue houses animals (except fosters) | Reference requirement created a burden for those applicants that had not had contact with animal law enforcement agencies |
| | Maintain Worker's Comp insurance IF required by law | Previously implicit but made explicit |
| | To be eligible to adopt a dog with a known history of aggression, maintain \$2M / \$1M per incident, liability insurance | Insurance coverage is required only if adopting dogs with a known history of aggression as determined by DACC |
| A current copy of the adoption agreement used by the AP | A current copy of the foster and adoption agreements used by the AP | Added a copy of the foster agreement |
| | A copy of all animal facility licenses and permits, IF applicable | Previously implicit but made explicit |
| | A copy of the rescue's disaster evacuation plan for any locations where animals are housed (excluding private homes of fosters) | This reflects new requirements in State law for animal facilities; previously required <i>after</i> becoming an AP |
| Program Operations | | |
| Each primary contact shall provide a current list of all authorized persons who may adopt animals on behalf of the AP | APs will be limited to a reasonable and manageable number of transport agents (typically not more than eight) | Maintains previous language and process (no "one-time" pulls); adds a limit to the number of authorized transport agents so that APs can better manage their lists of active volunteers/agents, help APs track the animals they adopt, and help ensure accountability for all. |

| PREVIOUS PROGRAM | REVISED PROGRAM | COMMENTS |
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| Work cooperatively and professionally with DACC staff and volunteers | APs and their agents must never publicize the names, addresses (other than a DACC facility) or other personal info about DACC staff or volunteers in any manner that could subject them to shame, ridicule, or other personal attack. This does NOT prevent or limit reporting alleged misconduct by a DACC employee or volunteer to DACC mgt. or to any agency authorized to impose discipline on or prosecute the conduct | More clearly defines working “cooperatively and professionally” while clarifying the AP’s ability and manner to address concerns about DACC conduct; establishes line between criticism of DACC and unacceptable conduct |
| Work cooperatively and professionally with DACC staff and volunteers | All communications between an AP and DACC should be polite, respectful and professional. Personal attacks, name calling, and threats will be grounds for suspension or termination of privileges | More clearly defines working “cooperatively and professionally” |
| Availability of Animals | | |
| CTAs are placed after the animal has been available to the public for 24 hours | Commitments to adopt have been discontinued for the public and rescues | “Love at First Sight” discontinued all CTAs |
| Commitments to Transport lasted up to 72 hrs. | Commitments to Transport last until the end of the day | This will help reduce delays and length of stay for involved animals |
| Rescues must wait until an animal has been available to the public for 24 hours, before being able to adopt the animal | APs can participate in “Love at First Sight” and adopt as soon as the public can, if a representative is physically at the ACC. CTTs are available 24 hours after the animal becomes available to the public | This helps eliminate barriers to adoptions based on a need to wait a few more hours for a specific animal, when an AP is already at an ACC adopting a different animal. |
| Standards of Conduct (formerly “Program Guidelines”) | | |
| Provide accurate and complete information on all documents | Provide accurate and complete information on all documents and statements | Added previously implicit requirement to be truthful in communications/statements |

Synopsis AP Program Changes

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| | Maintain all qualifications for application throughout the participation in the Program | Previously implicit but made explicit |
| | Notify DACC of any lapses of qualification criteria and promptly remediate such lapses | Previously implicit but made explicit |
| | Pick up animals on the earliest date the animal is available to be picked up unless prior arrangements have been made | Prompt pick up has been required; this defines what is 'prompt' in most cases |
| Comply with all applicable State laws, ordinances, Department policies or procedures, and program guidelines | Together with DACC staff, ensure that each animal adopted from DACC is microchipped prior to the transport agent taking possession of the animal | This reflects new requirements in State law |
| | Ensure that when an animal is picked up from DACC it is transported in a vehicle that is safe and appropriate for the animal, and is secured in the vehicle in a manner that ensures the safety of both the animal and others | Previously implicit but made explicit |
| Properly monitor the placement and care of animals in their foster homes or boarding facilities | Exercise reasonable care and diligence in selecting appropriate foster and permanent placement of animals to ensure both animal and public safety | Clarifies that care and diligence is needed in the <i>selection</i> of temporary and permanent placement, not just monitoring fosters/ boarding facilities |
| Comply with all applicable State laws, ordinances, Department policies or procedures, and program guidelines | Comply with all laws requiring disclosure of previous history of the animal, including CA Food and Ag Code § 30526 which requires disclosure in writing of a dog's known bite history and the circumstances related to the bite, and provide proof of notification to DACC upon demand | This reflects new requirements in State law |
| Comply with all applicable State laws, ordinances, Department policies or procedures, and program guidelines | Report all allegations of a bite that broke the skin of a person by a dog, cat or other species susceptible to rabies to the applicable agency for quarantine, and cooperate | No substantive change; just states this requirement expressly |

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| | with the agency's directives | |
| | Keep records of microchip information on all animals for at least ten (10) years from the date of adoption from DACC | New requirement designed to comply with intent of State microchipping mandate and aid returning animals to owners |
| Keep records of adoptions of DACC source animals for at least three years and provide copies of records to DACC upon demand | Keep records of temporary and permanent placement of DACC-sourced animals for at least five (5) years from the date of perm. placement (adoption) and provide records to DACC upon request | Changed time period from 3 to five years; clarified that clock starts with permanent placement by the rescue |
| Comply with all applicable state laws, ordinances, Department policies or procedures, and program guidelines | Maintain all facilities where animals are housed in compliance with all applicable legal standards, including the limits on the number of animals maintained by fosters | Provides additional clarifying details regarding housing facilities, reflecting changes in State law |

Suspension or Revocation of Adoption Partners

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| If an Adoption Partner is dissatisfied with the action taken by the Committee, they may request that the decision be reviewed by a neutral hearing officer in an Administrative Hearing. | <p>An AP whose privileges have been terminated or restricted, other than a temp. suspension pending investigation, may request a review of the action within 30 calendar days with a written explanation and any supporting documents that show why DACC's decision should be reconsidered.</p> <p>The director or designee will review the decision. DACC will notify the AP of the decision within 60 calendar days of receipt of the request for review.</p> <p>Any AP or member of a board of directors of an AP that is terminated from the Program, will be ineligible for consideration for participation in the Program for a minimum of one year, unless the director finds extenuating circumstances warrant a shorter time.</p> | Establishes review/grievance process by written declaration, with defined time limit for resolution. |
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