



Marcia Mayeda, Director

December 09, 2025

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

Dear Supervisors:

**REQUEST APPROVAL TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE
BISSELL PET FOUNDATION
FOR SPAY AND NEUTER SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Approval of the recommended action will delegate authority to the Director of Animal Care and Control or her designee to execute a Memorandum of Understanding (MOU) with the Bissell Pet Foundation under its Fix the Future Program to facilitate spay and neuter services for animals in the care of the Department and to authorize the Department to enforce the indemnity clause contained in the MOU.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and delegate authority to the Director of Animal Care and Control or her designee to execute an MOU with the Bissell Pet Foundation, substantially similar to Attachment A, under its Fix the Future program to provide spay and neuter services for animals in the Department's care.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department continues to face challenges due to a national shortage of veterinarians resulting in delays in providing the spay and neuter surgeries required prior to animal adoption. Partnering with the Bissell Pet Foundation through its Fix the Future program will allow the Department to expand access to critical medical services and support high-volume spay and neuter clinics at County animal

care centers.

The Fix the Future program is a national initiative by Bissell Pet Foundation designed to reduce shelter overpopulation and increase live outcomes through targeted funding and operational support for partner shelters. Through this partnership, Bissell Pet Foundation will subsidize the costs of spay and neuter surgeries and related medical services by providing an on-site veterinarian. This will enable the Department to enhance its capacity to deliver humane care and expedite and increase adoptions because animals will be ready to go home following their surgeries.

The proposed MOU includes an indemnity clause that protects both parties from potential liabilities associated with the operation of this program. The Department seeks authority to enforce this clause to ensure full compliance with County legal standards and safeguard County interests.

Implementation of Strategic Plan Goals

The recommended action aligns with the County of Los Angeles Strategic Plan under North Star 3, Realize Tomorrow's Government Today, by promoting operational effectiveness, fiscal responsibility, and equity-centered service delivery. Partnering with the BPF under its Fix the Future program advances the County's goals of streamlining and strengthening internal processes, leveraging external partnerships and resources, and improving efficiency through data-driven and accountable operations. This collaboration enhances the Department's capacity to deliver timely spay and neuter services, reduces animal admissions in the long term, and expedites adoptions—supporting the County's commitment to innovation, transparency, and equitable access to public services while ensuring responsible stewardship of public funds.

FISCAL IMPACT/FINANCING

There is no net County cost associated with entering into this MOU. The Bissell Pet Foundation will fund or subsidize the costs of spay and neuter services performed under the Fix the Future program. Any additional administrative or operational expenses incurred by the Department will be absorbed within the existing budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed MOU has been reviewed by County Counsel and includes provisions for indemnification, insurance, and compliance with applicable Federal, State, and local laws. The MOU provides for mutual indemnification to protect both the County and Bissell Pet Foundation from potential liabilities associated with program operations.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The implementation of the MOU with the Bissell Pet Foundation under its Fix the Future program will enhance the Department's capacity to perform timely spay and neuter procedures, increase adoption outcomes, and reduce shelter overpopulation. This partnership will complement existing Department initiatives and strengthen the County's ongoing efforts to promote humane animal care and responsible pet ownership.

CONCLUSION

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

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Pet Foundation under the Fix the Future program and implement all necessary provisions to enforce the indemnity clause.

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

Respectfully submitted,



MARCIA MAYEDA

Director

MM:DU:WD:BK:jl:rke

Enclosures

c: Chief Executive Office
County Counsel
Executive Office



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**DRAFT MEMORANDUM OF UNDERSTANDING
For BISSELL Pet Foundation Sponsored Spay/Neuter Surgeries
Through Fix the Future®**

ATTACH

This is a Memorandum of Understanding (“MOU”) made and entered into between BISSELL Pet Foundation, a Michigan non-profit corporation, hereinafter referred to as “BPF”, and County of Los Angeles Department of Animal Care and Control, CA hereinafter referred to as “HOST ORGANIZATION.”

WHEREAS BPF wishes to provide veterinary services to spay/neuter clinics, animal shelters and rescue organizations, and

WHEREAS the HOST ORGANIZATION wishes to receive veterinary services for animals in its custody as well as owned animals in the community; and has agreed to the following:

Therefore, it is understood and agreed by and between the parties as follows:

1. **TERM:** This MOU shall remain in full force and effect until either party terminates this MOU at any time with written notice to the other party. Email notice will suffice.
2. **DESCRIPTION OF SERVICES:** From time to time during the TERM of this MOU, at BPF’S sole discretion, BPF will arrange for a licensed and insured veterinarian to perform spay/neuter and veterinary services in a clinic or hospital setting at the HOST ORGANIZATION. These services will be provided for the benefit of the animals in the custody of the HOST ORGANIZATION or other pets mutually agreed upon with BPF including pets owned within the community and pets from other shelters, rescues, or TNR groups. The contracted veterinarian, in unification with HOST ORGANIZATION, shall:
 - 2.1. Administer appropriate diagnostic, medical and surgical treatment;
 - 2.2. Prior to surgery, perform a preliminary examination to determine if the animal is healthy enough to undergo surgery. If the animal is deemed not healthy enough to undergo surgery, the contract veterinarian shall notify the party who presented the pet immediately (owner, shelter, rescue or TNR group).
 - 2.3. Follow appropriate procedures in the preparation of the animals for surgery, surgical pack preparation, and surgical procedure.
 - 2.4. Comply with all state rules, regulations, and laws regarding veterinary practices.
 - 2.5. Maintain the animal’s medical and surgical records in compliance with state rules and regulations.
 - 2.6. The minimum number of spay/neuter surgeries to be completed daily is between 40–60 for cat only days or between 30-50 when a surgical day includes both cats and dogs, or dogs only.
 - 2.7. Charge no more than \$25 total per cat and \$35 total per dog for core vaccines, microchips, and/or medical supplies.
 - 2.8. Ensure all necessary surgical procedures and humane protocols are followed, including, minimum of 24 hours of pain management for animals undergoing surgical sterilization.
 - 2.9. Provide all pets receiving surgery applicable core vaccines and a microchip (or ear tip for TNR cats).



- 2.10. If HOST ORGANIZATION fails to provide required 40 spay/neuter surgeries per surgical day for cats, or 30 spay/neuter surgeries per surgical day for dogs or if the surgical day includes both cats and dogs, HOST ORGANIZATION will be responsible for the difference of veterinarian's daily rate. Veterinary day rate:

Dogs Only or Mixed Population:

30 surgeries/day = \$1,300/day
25 surgeries/day = \$1,072.50/day
20 surgeries/day = \$845/day
15 surgeries/day = \$650/day

Cats Only Population:

40 surgeries/day = \$1,300/day
30 surgeries/day = \$1,072.50/day
25 surgeries/day = \$845/day
20 surgeries/day = \$650/day

3. **COSTS:** If all of the above conditions are met, these services will be provided at no cost to the HOST ORGANIZATION or at discounted fees to the public. If any of the above conditions are not met, in the sole discretion of BPF, BPF reserves the right to charge the HOST ORGANIZATION the veterinarians' daily rate as described above. HOST ORGANIZATION will fund any mutually agreed upon travel and lodging for the veterinarian if required for services
4. **LICENSES, PERMITS, ETC.:** HOST ORGANIZATION represents and warrants to BPF that it has, and during the term of this MOU will maintain at its own expense, all licenses, permits, qualifications, and approvals of whatsoever nature and only operate and enter this MOU in accordance with any relevant laws or governing documents.
5. **STANDARD OF PERFORMANCE:** HOST ORGANIZATION agrees that it and all employees, volunteers, and other agents shall abide by the BPF Code of Conduct attached as Exhibit A to this MOU.
6. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:** BPF agrees to indemnify and hold harmless HOST ORGANIZATION and HOST ORGANIZATION'S employees, volunteers, and other agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of BPF, its employees or agents. HOST ORGANIZATION agrees to indemnify and hold harmless BPF and any assigned Veterinarian, and their respective employees and agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of HOST ORGANIZATION, its employees or agents.
7. **NON-EXCLUSIVITY:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the HOST ORGANIZATION.
8. **INDEPENDENT CONTRACTOR:** In the performance of this MOU, HOST ORGANIZATION, its agents, volunteers, and employees are, at all times, acting and performing as independent contractors, and this MOU creates no relationship of employer and employee as between BPF and HOST ORGANIZATION. HOST ORGANIZATION agrees neither it nor its employees or volunteers have any rights, entitlements or claim against BPF for any type of employment benefits or workers' compensation or other programs afforded to BPF employees.
9. **SIGNATURES:** This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree that an electronic copy of a signed contract, or an electronically signed contract, shall have the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of



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an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the Parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this MOU as of the day first above stated:

BY “HOST ORGANIZATION”:

County of Los Angeles Department of Animal Care and Control BY BISSELL Pet Foundation (“BPF”)

_____ (SIGNATURE)
_____ (PRINTED NAME)
_____ (ORGANIZATION NAME)
_____ (DATE)
_____ (TAX ID)
MAILING ADDRESS:

_____ (SIGNATURE)
_____ (PRINTED NAME)
_____ (DATE)

EXHIBIT A

CODE OF CONDUCT

At BISSELL Pet Foundation, we are committed to:

- Individualized care for every animal;
- Ethical and responsible conduct in all of our operations;
- Respect for the rights of all individuals; and
- Respect for the environment.

We expect these same commitments to be shared by all partners and contractors. Our mission is based on respect for the dignity of the animals and the people caring for them and our fellow professionals and volunteers. At a minimum, we require that all contractors and partners of BISSELL Pet foundation meet the following standards:

Communication To communicate truthfully and with integrity.

To acknowledge BISSELL Pet Foundation when communicating about the project involvement through social media or any other communication channels.

To display the highest integrity, the best judgment or ethics possible, and use of professional skills to the best interests of all.

To ensure a contractor or partner shall make no materially false statement or deliberately fail to disclose a material fact in connection with BISSELL Pet Foundation

To not share any information surrounding BISSELL Pet Foundation goals, objectives or projects without permission.

To not knowingly misinform others regarding animal records or disposition, professional information, and advice.

A contractor/partner shall issue no statement to the public which he/she knows (or should know) to be false or misleading.

Non-discrimination

To not discriminate against or refuse professional help to anyone on the basis of race, gender, sexual orientation, religion, or national origin.

To not discriminate based on breed



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Coercion and Harassment	<p>To treat each employee and/or volunteer with dignity and respect and not use corporal punishment, threats of violence or other forms of physical, sexual, psychological or verbal harassment or abuse.</p>
Association	<p>To not let personal opinions interfere with big-picture goals and to engage in respectful discussion while seeking solutions.</p> <p>To neither malign nor disrespect others and to act professionally and cordially when representing BISSELL Pet Foundation</p> <p>To honor our commitments to animals and the community by keeping a schedule and arriving on time and ready to assist each other in our mission.</p>
Health and Safety	<p>Contractor/Partner will never employ unnecessary force or violence, only using such force as is necessary and reasonable in the discharge of duty to protect the public or animals. While the use of force is occasionally unavoidable, every contractor/partner will refrain from unnecessary infliction of pain or suffering and will never engage in cruel, degrading or inhumane treatment of any person or animal.</p> <p>Contractor/partner will provide employees with a safe and healthy workplace in compliance with all applicable laws and regulations, ensuring, at a minimum, reasonable access to potable water and sanitary facilities; fire safety; and adequate lighting and ventilation. Contractor will also ensure that the same standards of health and safety are applied in any housing that they provide for employees.</p> <p>Because the care of animals requires our undivided attention, no Contractor/Partner should allow volunteers or employees to provide care for animals if they are impaired by drugs or alcohol.</p>
Hours of Work	<p>Where local industry standards are higher than applicable legal requirements, we expect service providers to meet the higher standards.</p>
Protection of the Environment	<p>Contractor/partner will comply with all applicable environmental laws and regulations.</p>
Other Laws	<p>Contractor/partner will comply with all applicable laws and regulations. All</p>



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references to “applicable laws and regulations” in this Code of Conduct include local and national codes, rules and regulations as well as applicable treaties and voluntary industry standards.

Monitoring Contractor/partner will maintain on-site all documentation that may be needed to demonstrate compliance with this Code of Conduct.

Ethical Standards Bribes, kickbacks or similar unlawful or improper payments, in cash or kind, are strictly prohibited, whether given to obtain or retain business or for any other purpose.

A member shall not alter animal records or alter the facts concerning age, condition, or other material information about any animal in order to affect the outcome of animal.