LOS ANGELES COUNTY
ANIMAL CARE & CONTROL | redefining CARE

Marcia Mayeda, Director

November 17, 2026

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 AGREEMENTS TO PARTICIPATE IN SUPER ADOPTION EVENTS HOSTED BY BEST FRIENDS ANIMAL SOCIETY (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Approval of the recommended action will authorize the Department of Animal Care and Control (Department) to enter into separate participation agreements with Best Friends Animal Society (BFAS) for the Department's participation in BFAS Super Adoption events during the five-year period following Board approval.

IT IS RECOMMENDED THAT THE BOARD:

Approve and delegate authority to the Director of Animal Care and Control, or their designee, to execute separate participation agreements with BFAS, substantially similar to the attached draft, for the Department's participation in BFAS Super Adoption events occurring during the five-year period following Board approval, and to agree to the indemnification and hold harmless provisions of each agreement, as required by BFAS.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department seeks approval to participate in BFAS Super Adoption events over the next five years. These nationally recognized adoption events bring together animal welfare organizations to showcase adoptable pets and provide participating organizations with additional opportunities to find homes for animals in their care.

Participation in these events provides a unique opportunity for the Department to increase visibility for animals in its care and help find homes for animals, including those that have experienced extended stays at our animal care centers.

To promote equitable access to pet ownership, the Department may waive adoption fees for animals adopted at these events, helping to reduce financial barriers that may prevent residents from adopting. Waiving adoption fees also supports the Department's ongoing commitment to increasing access to pet ownership opportunities across communities.

BFAS requires participating partner agencies to execute a separate participation agreement for each event. The agreements include indemnification and hold harmless provisions requiring the County to release BFAS from liability for injuries, property damage, or other losses associated with the County's participation in the events. The agreements also grant BFAS a limited license to use County trademarks, including the County Seal, in connection with the events.

The requested delegated authority would allow the Department to enter into these separate participation agreements during the five-year period without returning to the Board for approval of each individual agreement.

Implementation of Strategic Plan Goals

The recommended action supports the County's Strategic Plan North Star 3 – Communication and Public Access – by increasing access to pet adoption opportunities and reducing financial barriers that may prevent residents from adopting animals.

FISCAL IMPACT/FINANCING

There is no net County cost associated with this agreement. The Department routinely waives or reduces adoption fees through external funding sources, including grants and donations, to offset costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed and approved the proposed agreement as to form. The agreement requires the County to indemnify, defend, and hold harmless BFAS against claims and liabilities arising from the County's participation in the event. The agreement also grants to Best Friends Animal Society a limited license to use County trademarks, including the County Seal, in connection with the event.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will provide the Department with the opportunity to showcase animals needing additional visibility, thereby enhancing adoption opportunities and alleviating space constraints at our animal care centers. The partnership also provides positive public exposure through collaboration with BFAS, a nationally recognized animal welfare organization.

CONCLUSION

Upon Board approval, the Department will proceed with executing participation agreements with

BFAS for applicable Super Adoption events during the five-year period. This collaboration will provide the Department with ongoing opportunities to increase live outcomes for animals while strengthening community engagement and expanding access to pet adoption opportunities.

Respectfully submitted,

Marcia Mayeda

MARCIA MAYEDA
Director

MM:DU:WD:BK:jl

Enclosures

c: Chief Executive Office
County Counsel
Executive Office

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2026 BEST FRIENDS SUPER ADOPTION
PARTICIPATION AGREEMENT, RULES AND REGULATIONS

This 2026 Best Friends Super Adoption Participation Agreement, Rules and Regulations (the "Agreement") is intended to establish a mutually beneficial and reciprocal relationship between Best Friends Animal Society ("Best Friends") and your organization (defined below and referred to herein as Participating Organization) for the purposes of pet adoptions. This Agreement establishes guidelines for participation as well as for the safety, well-being, and positive experience of all Participating Organization's, staff, volunteers, patrons, and members of the public. The Agreement is at will and may be terminated by written notice at any time by either party and will be in effect for the duration of the planned Event (as defined below). No implication of further affiliation shall be construed from this Agreement.

Event Information (the "Event")

Event Name: Best Friends Super Adoption
Type of Event: Adoption Event and Festival
Date(s) of Event: November 21-22, 2026

Agreement Parties

Best Friends Animal Society
Address: 5001 Angel Canyon Rd. City, State, Zip: Kanab, UT 84741
Best Friends Contact Name: Courtney Pearson
Email Address: courtneypearson@bestfriends.org
Participating Organization's Full Legal Name: _____
Address: _____ City, State, Zip: _____
Contact Name: _____ Phone: _____
Email Address: _____

TERMS OF AGREEMENT

1. **Grant of License by Best Friends.** Best Friends hereby grants to Participating Organization, and Participating Organization hereby accepts, a non-exclusive, royalty-free license to use the Best Friends Animal Society Trademark solely in connection with the Event, subject to the limitations set forth in this Agreement.
2. **Grant of License by Participating Organization.** Participating Organization hereby grants to Best Friends, and Best Friends hereby accepts, a non-exclusive, royalty-free license to use Participating Organization's name and trademarks in connection with the Event (the "Participating Organization License").
3. **Enforcement of Rules and Regulations.** Participating Organization agrees that it will abide by this Agreement and will use reasonable efforts to encourage its supporters to abide by any Best Friends Super Adoption rules and regulations issued by Best Friends.
4. **Best Friends Super Adoption Promotional Materials.** The License allows the use of the "Best Friends" trademark, logos, artwork, and copyrighted material developed and used by Best Friends Animal Society in conjunction with the Event. Any promotion of the Event by Participating Organization must use the official Best Friends Super Adoption materials, which may only be altered, changed, or otherwise manipulated by Participating Organization as expressly allowed by Best Friends in those areas provided for customization.
5. **Effective Date/Duration of License.** The Licenses granted herein by each party to this Agreement shall be effective as of the date the Agreement is fully executed by both parties hereto and shall apply only to the Event activities specified below. The Licenses shall not be deemed to apply to any possible future Super Adoption activities.

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6. **Mutual Acknowledgement of Ownership.** Participating Organization acknowledges Best Friends' ownership of, and rights in, the "Best Friends Animal Society®" trademark (the "Trademark"). Participating Organization acquires no right, title or interest in the Trademark other than the right to use the Trademark pursuant to this Agreement. Similarly, Best Friends acknowledges Participating Organization's ownerships of and rights in, its own name and trademarks. Best Friends acquires no right, title or interest in Participating Organization's trademarks other than the right to use such trademarks pursuant to this Agreement.
7. **Negation of Rights Not Licensed.** Any rights that are not expressly granted by this Agreement shall not be implied; the Super Adoption License granted by Best Friends pursuant to this Agreement authorizes or permits only the rights expressly provided herein. Upon request by Best Friends, Participating Organization shall cease any use of the Trademark that Best Friends deems not to be in compliance with the terms of this Agreement. Similarly, upon request by Participating Organization, Best Friends shall cease any use of Participating Organization's trademarks that Participating Organization deems not to be in compliance with the terms of this Agreement.
8. **Assignment.** The Licenses granted herein are personal and shall not be assigned or otherwise transferred without the prior written consent of Best Friends or Participating Organization respectively.
9. **Assignment of Space:** Space will be allocated by Best Friends in its sole discretion. Best Friends reserves the right to relocate Participating Organization to different spaces in the Event area as necessary.
10. **Participating Organization Representatives:** Participating Organization booths must be staffed during the Event hours by one or more qualified representatives of the Participating Organization ("Participating Organization Representatives"). Participating Organization Representatives must be able to comfortably handle animals. All Participating Organization Representatives shall review all rules and regulations in this Agreement and agree to abide by all terms in this Participation Agreement.
11. **Media Waiver and Release:** Participating Organization understands that audio and video recording and photography will take place during the Event and by registering as a Participating Organization for the Event, Participating Organization authorize Best Friends or its agents to photograph, film or videotape, or otherwise record all Participating Organization materials, animals and Participating Organization Representatives (including name, voice or likeness) and use any resulting photographs in all formats and media for any purpose, including for education, marketing, product and trade purposes. Participating Organization, individually and on behalf of all Participating Organization Representatives, hereby release Best Friends from all claims arising out of the use of such photographs and images, including without limitation all claims for compensation, libel, invasion of privacy or copyright.
12. Best Friends acceptance of a Participating Organization is based on the information provided by Participating Organization and other information known to Best Friends at the time of acceptance. If after the acceptance of a Participating Organization, Best Friends becomes aware of information indicating that Participating Organization does not meet the Ethical Guidelines set forth in this Agreement, at Best Friends discretion, Best Friends may rescind an individual Participating Organization's right to participate and have a booth at Super Adoption, if such cancellation occurs prior to October 2, 2026. While Best Friends doesn't anticipate it and have every intention of implementing protocols that allow us to safely gather in person, if there is a public health emergency or other force majeure event that forces Best Friends to cancel or modify the Event, Best Friends will notify Participating Organization. as early as possible. Best Friends will not be responsible for airfare, travel, shipping, penalties, or other costs that may be incurred by the Participating Organization

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due to event cancellation, rescheduling, change in format, or rescission regardless of the reason for such cancellation, rescheduling, change in format, or rescission.

13. **Ethical Guidelines:** The Participating Organization must not be in conflict with the mission, values and goals of Best Friends and have no legal, environmental, or social conflicts with Best Friends' mission. Participating Organization represents that it is in substantial compliance with all material applicable laws and regulations relating to the housing and treatment of animals.
14. **Responsibilities.** Each party is solely responsible for the safety and management of their respective staff, volunteers, and animals.
15. Best Friends agrees to the following conditions, roles, and responsibilities:
    a. Provide a venue with space and containment considerations intended to keep animals and people safe.
    b. Kennels and/or cat towers may be provided for use by Participating Organization upon request.
    c. Marketing support and advertisement may be available for the Event including, but not limited to, social media marketing.
    d. Defrayal of adoption fees may be possible to help meet the open adoption requirements outlined below.
16. Participating Organization agrees to the following conditions, roles, and responsibilities
    a. All animals at the Event will be sterilized, microchipped, and have received age-appropriate vaccinations no less than 5 days before the event.
    b. Unsterilized animals may be brought to the Event provided the adoption contract contains a clause stipulating that the adopter is responsible for sterilization.
    c. The following vaccinations are age appropriate. If Participating Organization deviates from this list, it must inform the Best Friends contact person at least five (5) business days in advance and Participating Organization understands it may not be allowed to participate in the Event:
        i. Cats: current on FVRCP and rabies vaccines
        ii. Kittens under 4 months: at least 2 rounds of FVRCP given 2 weeks apart
        iii. Dogs: current on DHPP, Bordetella, and rabies vaccines
        iv. Puppies under 4 months: at least 2 rounds of DHPP given 2 weeks apart and 1 dose of Bordetella
    d. No animals may be brought to the Event who are showing symptoms of or under treatment for a contagious illness or diagnosed parasitic infection. Animals receiving prophylactic antiparasitic treatments are allowed at the Event.
    e. Behavioral disclosures must be provided in writing to adopters for all animals with a documented bite history. All material behavioral and health information that is available should be provided openly to adopters.
    f. Best Friends promotes open, conversation-based adoption counseling. Participating Organization shall abide by reasonable accommodations for open adoptions, including waiving home visits, application fees, excessive adoption fees, and take steps to ensure there is no discrimination of adopters based on an adopter being in a protected class.
    g. Required adoption fees are as follows:
        i. Cat/Kitten adoption: fee waived onsite, $100 reimbursement within 60 days post-event
        ii. Dog/Puppy adoption: under $350
    h. Participating Organization is responsible for its own adoption contracts and must be capable of accepting returned animals.
    i. Participating Organization will report the total number of adoptions that occurred at the Event, broken down by species, to the contact listed above no more than 10 days after the event.

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17. **Enforcement of Rules and Safety Protocols:** Participating Organization agrees to follow all relevant safety protocols and procedures established by Best Friends and the venue, including but not limited to any COVID-19 safety measures. Best Friends and its authorized representative agents and/or employees have full power of interpretation and enforcement of these regulations and other points not covered herein. In Best Friends' sole discretion, violation of any of these regulations on the part of a~~n~~ Participating Organization, its employees, or agents, shall, at the option of Best Friends, forfeit the right of participation in the Event.
18. **Insurance**. Participating Organization agrees to maintain the insurance coverage that it provided evidence of during the registration process for the Event through the date of the Event. If Participation Organization no longer has the insurance coverage it provided evidence of, it agrees it will not participate in the Event and will inform Best Friends that the reason it is not participating is due to the lack of insurance coverage.
19. **Assumption of Risk and Release of Claims. Participating Organization understand and agree that its staff and volunteers and agents assume the risk of interacting with animals as well as other risks associated with the Event. Animals can be unpredictable at times and there is no way to eliminate the risk of injury. Participating Organization acknowledges, understands, and accepts that there are dangers, hazards, and inherent risks to which its employees, volunteers, and animals may be exposed, including but not limited to the risks of being bitten, scratched, kicked, tripped, allergic reactions, exposure to zoonotic diseases etc. Additionally, an inherent risk of exposure to communicable disease exists in any location where people and/or animals are congregated. To the full extent permitted by law, as consideration for being permitted to participate in the Event, Participating Organization agrees that it will not make a claim against, sue, or seek to attach the property of Best Friends for injury or damage (including any form of speculative, exemplary or punitive damages) resulting from any act, omission, negligence or other act, by any officers, directors, employees, agents, representatives, contractors, volunteers, affiliates, successors, or assigns of Best Friends (collectively "Releasees") relating to the Event. The authorized representative of Participating Organization has read this release and fully understands that it is relinquishing all claims or actions against Releasees whether now known or discovered in the future. FOR CALIFORNIA NETWORK PARTNERS AND EVENTS: It is expressly understood and agreed that Participating Organization is hereby waiving and surrendering Network Partner's rights pursuant to Section 1542 of the Civil Code of the State of California, which provides as follows: "A general release does not extend to claims that a creditor or releasing party does not know or suspect exist in his or her favor at the time of executing the release, and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."**
20. **Indemnification. To the full extent permitted by law, Participating Organization** agrees to indemnify and hold Releasees harmless for all bodily injury, personal injury, illness, amputation, scarring, death, property damage or other losses, including attorney's fees and costs of litigation, that are incurred by or result to any other person or entity because of the negligence or liability of Participating Organization and Participating Organization's officers, directors, employees, agents, representatives, contractors, volunteers, affiliates, successors, or assigns ("Participating Organization's Affiliates"). This includes lone acts or omissions by the Participating Organization as well as the combined acts of the Participating Organization with others, including but not limited to Releasees or Participating Organization's Affiliates.
21. **Governing Law.** This Agreement shall by governed by the laws of the State of California. Any controversy or claim arising out of or related to this Agreement that cannot be resolved

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by the parties shall be filed in a state or federal court located in Los Angeles County. If a Participating Organization is a governmental entity is prohibited by law from entering into an agreement that is governed by the law of another state, and is participating in the Event then this Agreement shall be governed by the law of the state where Participating Organization is located and venue should be in the state court of the city where Participating Organization is located.

22. **Attorneys' Fees.** In the event either party files an action to enforce or because of a breach of any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees, costs, and expenses necessitated by such action.
23. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to Participating Organization's participation in the Event. It shall have no effect on any other agreement between the parties, including the Network Partner Agreement, NKLA or Utah coalition agreements, or any other agreement. This Agreement may be amended or modified solely by a subsequent written agreement signed by both parties. If any provision contained herein is found to be prohibited or otherwise unenforceable, said provision shall be deemed severed and ineffective without invalidating or voiding the remaining provisions of this Agreement.
24. **Authorization/Electronic Signatures/Counterparts.** This Agreement may be executed electronically or in counterparts. By signing below, each party acknowledges that on behalf of the entity signing that the signatory has the authority to execute this Agreement, has read and understands this Agreement, and indicate their intent to sign and have Participating Organization be bound by the terms and conditions therein. Each party agrees that if signing electronically their electronic signature is intended to authenticate this writing and to have the same force and effect as a manual signature for purposes of validity, enforceability, and admissibility.

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Best Friends Animal Society's Authorized Representative:
Signature: Courtney Pearson Printed Name: Courtney Pearson
Title: National Event Manager Date: 09/08/26

Participating Organization's Authorized Representative:
Signature: _____ Printed Name:_____
Title: _____ Date: _____