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**DEPARTMENT OF
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DR. JEREMY PRUPAS
CHIEF VETERINARIAN

February 1, 2018

The Honorable Eric Garcetti
Mayor, City of Los Angeles
200 N. Spring Street, Room 303
Los Angeles, CA 90012

The Honorable City Council
c/o Office of the City Clerk
City Hall, Room 395
Los Angeles, CA 90012

Attention: Ms. Mandy Morales, Office of the Mayor

RE: MEMORANDUM OF UNDERSTANDING (MOU) WITH THE COMMUNITY COLLEGE DISTRICT FOR USE OF PIERCE COLLEGE AS A TEMPORARY EMERGENCY EVACUATION SHELTER FOR LARGE DOMESTIC ANIMALS

Recommendation for Council Action, subject to the approval of the Mayor:

AUTHORIZE the City Council to approve the enclosed Memorandum of Understanding (MOU) with the Community College District for temporary use of the Pierce College facility to house large domestic, non-exotic animals during an emergency.

SUMMARY

At its meeting on January 23, 2018, the Board of Animal Services Commissioners considered and approved the attached MOU for use of the Pierce College facility as a temporary emergency evacuation shelter to provide refuge for large, non-exotic animals including, but not limited to, horses, goats, pigs, cattle, and similar farm animals.

The facility would be used by the Department of Animal Services in the event of an emergency including wildfire, flood and earthquake requiring evacuation and temporary sheltering of multiple animals. The facility is not to be used for evacuation of human beings, small domesticated animals such as dogs and cats, or wild/exotic animals.

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BACKGROUND

The MOU includes the Pierce College Equestrian Center, which is an equine teaching facility located at 6201 Winnetka Avenue in Woodland Hills and two eight foot by forty foot storage containers used for the storage of emergency shelter operations supplies (together, the "Facility"). The Equestrian Center has served as an interim emergency animal shelter for the City for many years in the past.

The Facility will be used as a temporary emergency evacuation shelter for large, non-exotic animals such as horses, goats, pigs and similar farm animals, in the event of an emergency requiring evacuation and temporary sheltering of multiple animals during an emergency, which can include wildfires, floods and earthquake. It will not be used for evacuation of people, small domesticated animals such as dogs and cats or wild/exotic animals and will require prior approval from the College President or his/her designee.

The Facility may also be occasionally used by the City on a day use basis for emergency training exercises, as long as the College receives 72 hours advance notice.

The term of the MOU shall be five (5) years unless sooner terminated.

FISCAL IMPACT

There is no cost to the City for the use of the Facility.

Respectfully submitted,



Brenda F. Barnette
General Manager

Attachment

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CITY OF LOS ANGELES,
Through its DEPARTMENT OF ANIMAL SERVICES
AND
LOS ANGELES COMMUNITY COLLEGE DISTRICT /
LOS ANGELES PIERCE COLLEGE**

PARTIES (each a "Party"):

**LOS ANGELES COMMUNITY COLLEGE
DISTRICT
("District")
770 Wilshire Boulevard
Los Angeles, CA 90017
Attn: James B. Watson, Contracts Manager**

**On behalf of Los Angeles Pierce College ("College")
6201 Winnetka Avenue
Woodland Hills, CA 91371
Attn: Larry Kraus, Associate Vice President
Administrative Services**

**CITY OF LOS ANGELES ("City")
Emergency Management Department
200 N Spring St
Los Angeles, CA 90012**

**Copies of legal notices must also be sent to:
City of Los Angeles
Department of Animal Services
221 N. Figueroa Street,
6th Floor, Suite 600,
Los Angeles, CA 90012
(888) 452-7381**

MEMORANDUM OF UNDERSTANDING

DESCRIPTION OF FACILITY:

Los Angeles Pierce College Equestrian Center (“Equestrian Center”) is an 840,000 square feet equine teaching facility located at 6201 Winnetka Avenue, Woodland Hills, California. The Equestrian Center is generally bounded by De Soto Ave and a 300 foot Agriculture Education Center buffer on the West, Victory Boulevard and a 600 foot Agriculture Educational Center buffer on the North, Parking Lot 8 on the East, and El Rancho Drive on the South. There are two (2) eight foot by forty foot storage containers located in the Equestrian Center which are used for the storage of emergency shelter operations supplies. The storage container location and access to the Equestrian Center and storage containers are set forth on the Campus Map (attached as “Exhibit 1”) and are collectively referred to as “Facility”.

INTENDED USES AND ALTERNATIVE DESIGNATION

Facility will be used as a temporary emergency evacuation shelter to provide refuge only for large, non-exotic animals including, but not limited to, horses, goats, pigs, cattle, and similar farm animals, in the event of an emergency requiring evacuation and temporary sheltering of multiple animals during an emergency, including wildfire, flood and earthquake. The Facility will not be used for evacuation of human beings, small domesticated animals such as dogs and cats, or wild/exotic animals such as bears, snakes, or tigers.

When the Facility is used for the evacuation shelter purposes, it shall include the areas identified in the Site Plan (attached “Exhibit 1”). When the Facility is discussed in this Memorandum of Understanding (“MOU”) in connection with its capacity to serve as an evacuation shelter, the Facility will be referred to as “Shelter”. At all other times, the designation “Facility” will be used. The Facility may also be used by the City, from time to time, on a day use basis for emergency training exercises, under the terms and conditions as agreed upon by the Parties prior to its use as long as the College receives prior notice 72 hours before use of the Facility for emergency training exercises.

RECITALS

WHEREAS, the Facility has served as an interim emergency animal shelter for the City for many years in the past; and

WHEREAS, the use of the Facility has been well established in the minds of Los Angeles communities as being a safe haven for large animal evacuations during times of natural disaster; and

WHEREAS, the District desires to establish written terms and conditions by which the Facility can be used for the emergency sheltering of horses and small livestock when evacuation orders have been issued by the City of Los Angeles or as otherwise directed by the Los Angeles City Department of Animal Services; and

WHEREAS, the City desires to use the Facility identified herein and as the District is willing to allow such use as long as such use does not interfere with the educational purposes of the College;

WHEREAS, any animal residing at the Facility which is the property of the District and/or whose care and feeding is maintained under a separate lease agreement shall not be displaced; and

WHEREAS, use of the Facility is conditioned upon the occurrence of a proclamation of emergency in accordance with Exhibits 3 and 4 and activation of emergency responders by the City of Los Angeles when evacuations of large domestic animals are necessary, and prior approval for use of the Facility must be sought from the College President or his/her designee before use of the Facility;

NOW, THEREFORE, the Parties hereby agree as follows.

AGREEMENT

1. **TERM AND CONSIDERATION.** Upon request, if feasible and in consideration of the performance of the covenants herein contained, District does hereby allow the City to use the Facility, conditioned upon the emergency needs of the City of Los Angeles when large animal evacuations are necessary AND prior approval is obtained by the College President or designee for the purpose set forth above before shelter activation. This MOU shall be in effect on the date fully executed by both parties up to a maximum duration of five (5) years if not earlier terminated per Provision 14.
2. **EXTENSIONS AND AMENDMENTS.** This MOU is the entire agreement between the parties as to its subject matter and supersedes all prior or

contemporaneous understandings, negotiations or agreements between the parties, whether written or oral, with respect thereto. Any amendment to this MOU shall be in writing as mutually determined between District and City. The City acknowledges that District and its agents, employees, and representatives have made no representation to the City of any kind regarding any matter including, but not limited to, the effect of applicable laws or zoning on the City's intended use under this MOU.

3. **SHELTER ESTABLISHMENT.** Shelter for evacuated farm animals and horses will be established and managed by City, through a shelter manager appointed by City of Los Angeles, Department of Animal Services Emergency Manager, Emergency Management Coordinator or designee ("Shelter Manager") and the sheltering personnel and volunteers under City's supervision, in cooperation with Facility Coordinator and other personnel designated by the District. Sheltering Personnel will perform the functions in accordance with existing City of Los Angeles Animal Services' standard operating procedures for large animal shelters. For the comprehensive description of shelter personnel/volunteer functions, please look to Large Animal Sheltering Site Operations Guideline (heretofore referred to as "Guideline," attached herein as "Exhibit 4"). City shall be responsible for ensuring that intake forms be completed on the animals prior to sheltering such evacuated animals, and kept on file by the Shelter Manager.
4. **CONDITION OF FACILITY.** The Facility Coordinator and Shelter Manager (or designee) will jointly conduct a pre-occupancy survey of the Facility before it is turned over to the City to be used as Shelter. They will use the first page of the Facility/Shelter Opening/Closing Form (heretofore referred to as "Opening/Closing Form," attached herein as "Exhibit 2") to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment that the City should not use while utilizing the Facility as Shelter.
5. **SECURITY.** The Shelter Manager will ensure that personnel and/or volunteers under his/her supervision perform all the delegated safety and traffic control related functions as detailed in the Guideline (see Exhibit 4). In cooperation with the Facility Coordinator, the Shelter Manager, as he or she deems necessary and appropriate, will coordinate with Facility Coordinator and Sheriff's Office for on campus and local law enforcement regarding any public safety issues at the Shelter.
6. **CITY RESPONSIBILITIES.**
 - (a) **Shelter Management.** At all times during Shelter activation, City will assume primary responsibility for all aspects of the operation and management of the Shelter including but not limited to staffing, security, insurance, equipment,

supplies, including but not limited to bedding and grooming materials, food products for animal feeding, and services such as rendering medical assistance to animals. If these supplies or services are provided to the City by the District during the evacuation, the City shall keep an inventory of materials and/or services performed and reimburse the District within a reasonable amount of time. The City shall also reimburse the District for use of water, electricity and any other utilities used during the evacuation.

- (b) **Supervision of All Persons Involved in Sheltering Operation.** The City will assume sole responsibility for supervision of all persons involved in the Shelter operation, including members of the general public. No action taken by College or District shall be construed as sponsoring, encouraging, soliciting, or extending supervision over the volunteers from members of its student body, faculty, staff, or any college-affiliated group.
 - (c) **Unclaimed Animal Placement.** In the event that an owner of an evacuated animal is unable or unwilling to reclaim the animal at the de-activation of the evacuation center, the City is responsible for long-term placement of the unclaimed animal and transporting the animal to the placement site from the Shelter. If the City fails to place such an unclaimed animal the District will charge City for any expense to the District associated with the extended sheltering and feeding of the unclaimed animal as set forth on the Facility's standard rate sheet for horse boarding fees.
7. **SMOKING PROHIBITED.** The City agrees to enforce District's no smoking policy within the Facility or in any other place utilized by the City if such place is designated as non-smoking.
 8. **GENERAL PROHIBITIONS WHILE USING DISTRICT PROPERTY.** Subject to exceptions enumerated in the District's Board of Trustees' ("Board of Trustees") current rules, the following are prohibited and the City agrees to enforce such prohibitions while using District's property: unlawfully discriminatory conduct, profanity, possession of or use of intoxicating liquors or narcotics, quarreling or fighting, betting or other forms of gambling, such as conducting a raffle or lottery, and the conduct set forth in Article VIII of Chapter IX of the Board Rules. The City shall agree to not displace any animal who resides at the Facility. These animals which are used within the instructional programs are considered the property of the District. Some animals, while not directly owned by the District but whose care and feeding is maintained under a separate lease agreement, shall also not be displaced.
 9. **COMPLIANCE WITH ORDINANCES, LAWS AND REGULATIONS.** The City agrees that it will at all times during its use and occupancy of the Facility

comply with all applicable ordinances, laws, and regulations, including but not limited to regulations promulgated by District from time to time affecting the use and occupation thereof to the fullest extent possible in a disaster. Other than as set forth in this MOU, the City's use and occupation of the Facility shall not interfere in any way with the occupancy or activities of any other agency, tenant, occupant, or District on District Premises.

10. **ALTERATIONS, ADDITIONS AND/OR IMPROVEMENTS TO DISTRICT PROPERTY.** The City agrees that during the term of this Agreement, City shall have no right to make alterations, additions, or improvements to the Facility without the written consent of District. The City shall maintain the Facility in a neat and clean condition, and shall return the Facility to District in substantially the same condition, except for normal wear and tear, after each use.
11. **REPAIRS AND/OR REPLACEMENT OF DISTRICT PROPERTY.** The City shall be responsible for and shall pay for repairs or replacements except for damage caused by the emergency, by the District's officers, employees or agents or a pre-existing condition. City shall reimburse the District for damages to the District facilities based on replacement at replacement value. The District will file a written request for payment on the City's standard Claim for Damages form, which is attached as Exhibit 5 or may be filed online. The District shall notify the Department of Animal Services and/or the Emergency Management Department of any such Claim for Damages within 30 days of its filing. In the event of any disagreement regarding responsibility for alleged damage, or the amount owed for repairs or replacements, the Parties agree to meet and confer to attempt to resolve their differences. If such meeting and conferring does not resolve the disagreement, the Parties agree to designate a mediator to assist in the resolution of their differences. Any payment of damages shall require approval by the City through its claim process.
12. **SIGNAGE AND PUBLICITY.** The City may post signs identifying the Facility as an Animal Evacuation Center operated by the City in locations approved by the District or Facility Coordinator and will remove such signs when the Facility is closed. The District will not issue press releases or other publicity concerning the Facility without the express written consent of the Shelter Manager. The District will refer all media questions about the Facility to the Shelter Manager, Campus Public Relations Officer and College President or designee. A sign may not state or otherwise suggest that either the District or a college sponsors or endorses a particular individual, organization or activity. Use of the District and/or college name for publicity and advertisement purposes is prohibited, unless permission is granted by the Board of Trustees in advance.
13. **RIGHT OF ENTRY.** District and the agents and employees of District shall

have the right to enter upon the Facility at all reasonable times to inspect the same to see that no damage has been or is done, to protect any and all rights of District, and to post such reasonable notices as District may desire to protect the rights of District. The City, its employees, agents or volunteers will be allowed to occupy the Facility throughout the period during which the Facility is used as Shelter, including overnight stays required to care for the evacuated animals.

14. **TERMINATION OF MOU.** District, at its sole discretion, shall have the right to cancel and terminate this MOU immediately and without notice upon its discovery of a violation of any term, condition, or provision of the MOU on the part of City. Should any such violation occur, District, at its sole discretion, shall have the right to deny future requests by City for the use of the Facility which is the subject of this MOU, or for any other property or facility of District. District shall also have the right to terminate without notice this MOU at any time if the property being used by City under this MOU is needed for academic purposes. District shall not terminate the MOU during the time the Facility has been activated for evacuation purposes and is being used as a Shelter.
15. **VACATING DISTRICT PROPERTY.** The City will notify the District or Facility Coordinator of the closing or de-activation date of the Shelter. The City and District or Facility Coordinator will determine an appropriate timeline to vacate based on an analysis of the emergency disaster conditions.

Before the City vacates the Facility, the Shelter Manager and Facility Coordinator will jointly conduct a post-occupancy survey, using the second page of the Opening/Closing Form (see Exhibit 2) to record any damage or conditions. The City shall leave the Facility in as good order and condition as the Facility were at the beginning of the term of this MOU for Use; ordinary wear and tear thereof and damage by the elements, fire, earthquake, flood, or acts of God excepted.

16. **DEFENSE AND INDEMNIFICATION/LIMITATION OF LIABILITY.** The City agrees to defend, hold harmless, and indemnify District, its Board of Trustees, officers, employees and agents from and against any legal liability, including reasonable attorney fees, with respect to injuries to persons/animals or damage to the District's facilities arising in the course of the animal evacuation with the exception of injuries by persons directly under the College's supervision or caused by the willful actions or negligence of the District, its Board of Trustees, officers, employees or agents, or a pre-existing condition of the Facility. The City will not assume liability for animals evacuated to the Facility prior to its activation into Shelter. The District will not assume liability for animals that it turns away prior to the activation.
17. **INSURANCE AND WORKER'S COMPENSATION COVERAGE.** The City

is self-insured.

18. **NOTIFICATIONS.** Any notice required to be served under this MOU shall be in writing and shall be deemed given when personally delivered or deposited in the U.S. mail, postage prepaid to the addresses first listed above.
19. **NONDISCRIMINATION.** The City, in the execution of this MOU, certifies that any program or activity conducted by the City at the District-owned facility will be operated in a manner which is free of discrimination on the basis of sex, race, religious creed, color, ancestry, national origin, medical conditions not requiring qualified medical care, (cancer related as defined under State law), marital status, pregnancy, age, disability, veteran status, or sexual orientation, and that it will comply with all applicable federal and California anti-discrimination laws.
20. **GOVERNING LAW.** This MOU shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder, and any action arising from or relating to this MOU, shall be construed and enforced in accordance with, and governed by, the laws of the State of California or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this MOU shall be brought in the City of Los Angeles, State of California, and each Party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.
21. **ATTORNEYS' FEES AND COSTS.** If either Party shall bring any action or proceeding against the other Party arising from or relating to this MOU, each Party shall bear its own attorneys' fees and costs, regardless of which Party prevails.
22. **BOARD AUTHORIZATION.** The effectiveness of this MOU is expressly conditioned upon approval by the District's Board of Trustees, the Board of Animal Services Commissioners of City's Department of Animal Services, and the Los Angeles City Council.
23. **STATEMENT REGARDING BOARD OF TRUSTEES.** The City acknowledges that the Board of Trustees does not sponsor or endorse the person/organization using the District facilities nor their activities.
24. **ASSIGNMENT.** This MOU is personal to the City, and the City's rights hereunder may not be assigned, sub-licensed, or otherwise transferred in any fashion, regardless of whether such an arrangement is called an assignment, a sub-license, or any other name.
25. **SEVERABILITY.** The City and the District agree that if any part, term, or

provision of this MOU is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this MOU, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this MOU are severable.

IN WITNESS WHEREOF, the parties hereto have executed this MOU by their duly authorized representatives in Los Angeles, California, as of _____, 2018.

**THE CITY OF LOS ANGELES,
Department of Animal Services**

By _____
Brenda F. Barnette, General Manager

Date: _____

Emergency Management Department

By _____
Aram Sahakian, General Manager

Date: _____

**APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney**

By _____
Dov S. Lesel, Assistant City Attorney

Date _____

**ATTEST:
HOLLY L. WOLCOTT, City Clerk**

By _____
Deputy City Clerk

Date _____

IRS Taxpayer Identification Number _____

City Agreement Number _____

**LOS ANGELES COMMUNITY
COLLEGE DISTRICT on behalf of
its BOARD OF TRUSTEES**

By _____

Title: _____

Date _____