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To:

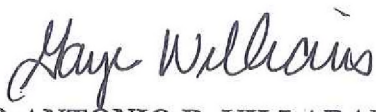
THE COUNCIL

Date: DEC 21 2012

From:

THE MAYOR

TRANSMITTED FOR YOUR CONSIDERATION. PLEASE SEE ATTACHED.


for **ANTONIO R. VILLARAIGOSA**
Mayor

**BOARD OF
ANIMAL SERVICES
COMMISSIONERS**

LISA McCURDY
PRESIDENT

KATHLEEN RIORDAN
VICE PRESIDENT

JIM JENSVOLD

TARIQ A. KHERO

ALANA YANEZ

City of Los Angeles
CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

DEPARTMENT OF
ANIMAL SERVICES
221 North Figueroa Street
5th Floor
Los Angeles, CA 90012
(888) 452-7381
FAX (213) 482-9511

BRENDA F. BARNETTE
General Manager

JOHN CHAVEZ
Assistant General Manager

December 13, 2012

Honorable Antonio R. Villaraigosa
Mayor, City of Los Angeles
Room 303, City Hall
200 North Spring Street
Los Angeles, California 90012

Subject: **APPROVAL OF A GRANT BETWEEN ANIMAL SERVICES AND THE
AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS
(ASPCA)**

Dear Mayor Villaraigosa:

At its meeting of December 11, 2012 the Board of Animal Services Commissioners voted to recommend to the Mayor and City Council to:

1. APPROVE a grant application and Memorandum of Understanding from the American Society for the Prevention of Cruelty to Animals (ASPCA), Carroll Petrie Foundation.
2. APPROVE the deposit of \$35,650 received from the grant into the Animal Welfare Trust Fund and restrict these funds for the purpose of furthering the grant's goals.
3. FORWARD the Memorandum of Understanding to the Mayor and City Council for approval.

BACKGROUND

On July 10, 2012, the Department of Animal Services submitted a proposal to the American Society for the Prevention of Cruelty to Animals (ASPCA), Carroll Petrie Foundation. The objective of the grant is to help increase the live save rate of shelter dogs accepted into the grant program.

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The Department received notification from the ASPCA that it had been awarded the grant and on September 13, 2012, Animal Services and ASPCA signed a Memorandum of Understanding (MOU). Board, Mayor and City Council approval is required to accept the grant and related funds.

The ASPCA allowed the Department to begin data collection for the month of September 2012. As a result of this quick start, the Department was pleasantly surprised when it received a check for \$35,650. This money represents Animal Services' early success in increasing the number of dogs leaving its shelters.

GRANT PROVISIONS

The MOU (attached) states that ASPCA will provide \$50 to the Department for each dog that is rescued *in excess of the number of dogs rescued during the same month of the prior year*. A dog will be considered "rescued" when:

1. A dog is transferred to a rescue group.
2. A dog is transferred to another shelter.
3. A dog is transferred to foster care and adopted through the "Foster Ambassador" program.
4. A dog is transferred to a permanent off-site location and is adopted.

These four rescue options are discussed in more detail in the attached Board report.

Although beginning and termination dates are not spelled out in the MOU, it is understood that funding would continue until such time as funding provided by the Carroll Petrie Foundation is exhausted. At this time, it is unclear how much funding is available and how long this grant will be in effect. All grant monies received by the Department will be used exclusively for costs incurred directly in connection with the activities spelled out in the MOU.

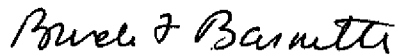
FISCAL IMPACT

The Department received a check from ASPCA in the amount of \$35,650 (attachment) for the initial 713 dogs adopted over the same period in 2011. Funding will continue until the Petrie Foundation expends all monies associated with the program. Therefore, while it is difficult to quantify the total dollars that can be expected from the grant, these deposits will positively impact the Animal Welfare Trust Fund.

Grant From, ASPCA and Carroll Petrie Foundation
December 13, 2012

If you require additional information regarding this action of the Board, please have your staff contact me, at (213) 482-9558 or Ross Pool, Management Analyst II, at (213) 482-9501.

Sincerely,



Brenda F. Barnette
General Manager

BFB:RP

Attachments

cc: Dov Lesel, Assistant City Attorney
Jim Bickhart, Office of the Mayor
Ross Pool
File

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**BOARD OF
ANIMAL SERVICES
COMMISSIONERS**

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PRESIDENT

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BRENDA F. BARNETTE
General Manager

JOHN CHAVEZ
Assistant General Manager

Report to the Board of Animal Services Commissioners
Brenda Barnette, General Manager

COMMISSION MEETING DATE: December 11, 2012 **PREPARED BY:** Ross Pool

REPORT DATE: December 6, 2012 **TITLE:** Management Analyst II

**SUBJECT: ACCEPTANCE OF AMERICAN SOCIETY FOR THE PREVENTION OF
CRUELTY TO ANIMALS, CARROLL PETRIE FOUNDATION GRANT**

BOARD ACTIONS RECOMMENDED:

1. APPROVE a grant application and Memorandum of Understanding from the American Society for the Prevention of Cruelty to Animals (ASPCA), Carroll Petrie Foundation.
2. APPROVE the deposit of funds received from the grant into the Animal Welfare Trust Fund and restrict these funds for the purpose of furthering the grant's goals.
3. FORWARD the Memorandum of Understanding to the Mayor and City Council for approval.

BACKGROUND

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3. A dog is transferred to foster care and adopted through the "Foster Ambassador" program.
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These four rescue options are discussed later in the report.

Although beginning and termination dates are not spelled out in the MOU, it is understood that funding would continue until such time as funding provided by the Carroll Petrie Foundation is exhausted. At this time, it is unclear how much funding is available and how long this grant will be in effect. All grant monies received by the Department will be used exclusively for costs incurred directly in connection with the activities spelled out in the MOU.

OPTIONS TO INCREASE DOG RESCUES

The Department will implement four options to increase dog rescues and obtain additional funding from the ASPCA:

Transfer to rescue groups

Animal Services has over 190 New Hope Partners — 501(c)3 nonprofit rescue groups — that pull animals from the shelters, and provide them with care and services until they can place them in homes of their own. This New Hope partnership saves about 6,000 animals annually. Animal Services will grow this program by designing promotions specifically for its New Hope partners to highlight the importance of their work.

Transfer to other shelters

The Department transfers animals to private shelters in areas that do not have the variety and supply of shelter dogs Los Angeles does. The Department transfers to

shelters who agree to spay/neuter prior to adoption (if it has not been done in advance), who agree not to kill to make space for Department dogs, and who agree to give these dogs as long as it takes to find a home. These shelters send proof of sterilization within 30 days and also provide the name and contact information of adopters.

Currently, the Department partners with Best Friends and the Seattle Humane Society. With the help of the grant money, the Department plans on adding future partner shelters to our transfers by subsidizing the cost of vaccines, health certificates, crates and transportation expenses.

Adoption through "Foster Ambassadors"

Animal Services has been working to develop and expand its foster program for puppies and for adult dogs that need more time to find a home. Many foster volunteers find it difficult to return their foster dogs to the shelter for adoption and want to help find new homes for them. The Department knows that its foster program would expand much faster if it could offer foster volunteers the opportunity to find their foster dogs homes *on their own*. This would be a new and exciting aspect of the foster program.

The grant would pay to market the Foster Ambassadors program, articulate the program's benefit to garner widespread support, and identify prospective foster volunteers. The Department would also use funds to subsidize the program through posters/flyers, public service announcements and media spots. Animal Services is also considering paying for collars, leashes, and toys.

Transfer to a permanent off-site location and adopted

Currently the Department has one off-site location, the "Love and Leashes" store inside the Westside Pavilion. They only adopt out Animal Services dogs. In mid- December 2012, the Department will be adding a retail outlet in a Petco opening on Olympic Boulevard. The Department is planning on adding future sites for dogs, now that the recently passed "puppy mill" legislation will allow only shelter animals to be sold in Los Angeles pet stores. A portion of the grant money will be used to market and promote these adoptions and provide necessary supplies, like collars, leashes and bedding.

FISCAL IMPACT

The Department received a check from ASPCA in the amount of \$35,650 (attachment) for the initial 713 dogs adopted over the same period in 2011. Funding will continue until the Petrie Foundation expends all monies associated with the program. Therefore, while it is difficult to quantify the total dollars that can be expected from the grant, these deposits will positively impact the Animal Welfare Trust Fund.

Report to the Board of Animal Services Commissioners
Subject: ASPCA, Carroll Petrie Foundation Grant

General Manager

APPROVED

Brenda J Barnett
BRENDA BARNETTE, General Manager

Attachments:

1. MOU between the ASPCA and Los Angeles Animal Services
2. Copy of initial \$35,650 check from ASPCA

BOARD ACTION:

_____ Passed	Disapproved _____
_____ Passed with noted modifications	Continued _____
_____ Tabled	New Date _____

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Memorandum of Understanding between
The American Society for the Prevention of Cruelty to Animals and
Los Angeles Animal Services

This Memorandum of Understanding (the "MOU") is made as of the 13 day of September, 2012, by and between The American Society for the Prevention of Cruelty to Animals, a New York not-for-profit corporation with offices at 424 East 92nd Street, New York, New York 10128 ("ASPCA"), and the City of Los Angeles by and through its Department of Animal Services, a California municipal organization with offices at 221N. Figueroa Street, Suite 500, Los Angeles, CA 90012 ("Source Shelter," and together with the ASPCA, the "Parties").

A. Purpose

The ASPCA is a not-for-profit organization that exists to provide effective means for the prevention of cruelty to animals throughout the United States (the "ASPCA Mission"), and the Source Shelter is an organization whose mission is to promote and protect the health, safety and welfare of animals and people.

The Source Shelter wishes to transfer certain dogs (the "Dogs," and each a "Dog") from the Source Shelter to a new location, as described herein, to increase the chances that such Dogs will be adopted, and the ASPCA wishes to help Source Shelter to increase the number of live exits from Source Shelter.

As described in this MOU, the Source Shelter may utilize the ASPCA grant process to facilitate such transfers of Dogs as part of The Carroll Petrie Foundation Dog Rescue Project (the "Project"), which is designed to increase the number of canine lives saved through relocation.

This MOU governs any grant from the ASPCA to Source Shelter related to the Project and provides the framework for cooperation and communication between the ASPCA and the Source Shelter as part of the Project.

B. ASPCA Grant

1. Source Shelter will apply for an initial grant from the ASPCA by visiting http://www.GrantRequest.com/SID_900?SA=SNA&FID=35180.

Source Shelter must only be approved by the ASPCA Grants Department once per twelve-month period.

2. If Source Shelter's grant application is declined, this MOU will be void.
3. Upon formal approval by the ASPCA Grants Department, and subject to the provisions of this MOU, the ASPCA shall provide \$50 to the Source Shelter for each dog that the Source Shelter "Rescues" (as defined below) in excess of the number of dogs Rescued during the same month of the prior year. A Dog will be considered "Rescued" by Source Shelter for purposes of this MOU when Source Shelter: a) transfers a dog to a rescue group, b) transfers a dog to another shelter, c) transfers a dog to foster care and adopted through a "Foster Ambassador" program, or d) transfers a dog to a permanent off-site location and is adopted.. Receiving organizations and/or individuals can be local, regional, or located out-of-state.
4. Upon initial approval, grant payments will be made within six weeks of the Source Shelter submitting its monthly report, as described herein. The initial grant may be made, in the sole discretion of the ASPCA, based upon Source Shelter's estimated number of Dogs to be Rescued during the first month or on a reimbursement basis based on the first monthly report submitted in accordance with Section E(1).
5. Source Shelter acknowledges and agrees that all grant monies received by Source Shelter from the ASPCA shall be used exclusively for costs incurred directly in connection with the activities set forth in this MOU, and that failure to do so will result in Source Shelter having to return the Grant to the ASPCA within a reasonable time following the ASPCA's request to do so.
6. In addition to the reporting required in Section E, Source Shelter will provide the following information relating to this MOU ("Grant Requirements") within one year of the date of approval of the first grant:
 - Grant Recognition
 - Press Information
 - Photographs
 - Final Report
 - Financial Report

An explanation of these requirements can be found at <http://www.aspcapro.org/grant-reporting-requirements.php>. Grant Requirements will be published to your online grant account at this link: https://www.grantrequest.com/SID_900/Default.asp

7. Source Shelter is required to provide access to the ASPCA upon the ASPCA's request so that the ASPCA may conduct a site visit of your location(s) during standard business hours, or at a day and time mutually agreed upon by the ASPCA and Source Shelter. The ASPCA will provide Source Shelter with reasonable notice of any such request unless otherwise mutually agreed upon.
8. Source Shelter will keep accurate books and records with respect to any Grant in accordance with generally accepted accounting principles and business practices. Source Shelter will maintain its books and records in such a manner that the receipts, if any, and expenditures of any Grant funds will be shown separately on such books and records in any easily checked form. Source Shelter will keep records of receipts, if any, and expenditures made of Grant funds as well as copies of the reports submitted to the ASPCA and supporting documentation for at least three years after completion of the use of the Grant funds, and will furnish or make available such books, records, and supporting documentation to the ASPCA for inspection at reasonable times from the time of Source Shelter's acceptance of the Grant through such period.

C. The Carroll Petrie Foundation Dog Rescue Project

1. The Source Shelter acknowledges and agrees that this MOU is made possible due to a generous grant from The Carroll Petrie Foundation, and that when the funds from such grant are exhausted, the ASPCA may no longer provide grants pursuant to this MOU, even if additional Dogs are Rescued. The ASPCA shall use its best efforts to notify the Source Shelter if such funds are nearing depletion.
2. The Source Shelter must not permit any Dog to be used for any improper purpose whatsoever, including for any experimental purpose. The Source Shelter must also make reasonable efforts to collaborate with its receiving organizations to ensure they are not euthanizing animals to make room for the transferred Dogs, nor keeping the Dogs or any other animals in an unsafe, unsanitary, or inhumane fashion.
3. The Source Shelter must ensure that any Dogs are transported in a safe, humane and legal manner.
4. The ASPCA will contact receiving organizations or foster care providers identified in the report(s) submitted by Source Shelter in accordance with Section E(1) to

obtain data on the transferred Dog(s) and to document adoption stories, which it may use for any purpose in accordance with the ASPCA Mission, including fundraising purposes. Upon the consent of the receiving organization, the ASPCA will share those stories with Source Shelter for its use.

D. **The Plan for moving dogs:** Source Shelter estimates that it shall move dogs as follows:

1. **Expected numbers:** Source Shelter anticipates that 180 Dogs will be relocated per month throughout the Project.

2. **How the dogs will be moved:**

i. Source Shelter will increase the number of canine lives saved using these methods (i.e. transfer to rescue, transfer to shelter, foster adoption ambassador, transfer to off-site adoption locations): Transports to other agencies; foster adoption ambassadors; transfers to Source Shelter's approved rescue groups (called New Hope Partners).

ii. Source Shelter plans to use the following methods to transport Dogs: (i.e. via vehicle, air, etc.)

Airline, vehicle

iii. Source Shelter anticipates that Grants will be used specifically to (i.e. fund transport, fund spay/neuter, fund vaccinations, or given to receiving shelter):

The Grant will be used to pay for transport expenses, including but not limited to required vaccines, heartworm tests, microchips, health certificates, travel crates and/or spay/neuter. Grant funds will also be used to provide necessary items to help Source Shelter's foster ambassadors, such as collars and leashes. As applicable, Grant funds will also be used to help Source Shelter's New Hope Partners with discounted pull fees.

Source Shelter may only use the Grants for additional or different activities than those listed above in Section D(2)(iii) upon the prior written approval of the ASPCA.

3. **Where:** Location of destination rescue group or shelter: The Source Shelter anticipates relocating animals to (but not limited to) the following agencies: (org name, city and state)

Best Friends Animal Shelter, Mission Hills CA; Seattle Humane Society, Seattle, WA; Oregon Humane Society, Beaverton OR; North Shore Animal League, New York, NY; North Coast Humane Society Thomaston, ME

E. Reporting

1. The Source Shelter shall submit regular, monthly reports through their shelter software (if applicable) or in the form provided by ASPCA and attached hereto as Exhibit A by the 10th day of the following month. Submitted forms must be completed in their entirety. Prior to the start of Source Shelter's participation with the Project, the Source Shelter shall also submit baseline shelter data for each month for the same time period of this MOU for the prior year (i.e. if the MOU is effective from January 2013 through December 2013, Source Shelter should submit monthly shelter data from January 2012 through December 2012).
2. The Source Shelter will supply destination rescue or shelter contact information and allow the ASPCA to contact the destination to obtain outcome data and otherwise evaluate the Project based on information provided by such organizations.
3. The Source Shelter shall provide a minimum of 1 "happy endings" story per month about a dog affected by this project and submit such story to the ASPCA. The submission shall be one to two paragraphs long explaining why it is a "happy ending". It should contain: 1) one picture/video at the Source, Destination shelter or with adopter, if possible; and 2) contact information of person at destination or of the adopter for ASPCA phone interview. Any such submissions shall become the joint property of Source Shelter and the ASPCA, and the ASPCA may use such submissions for any purpose in furtherance of the ASPCA Mission, including for fundraising purposes.
4. Organizations that fail to submit required documentation in a timely manner will jeopardize future grants and/or grant payments.

F. Key Contacts

1. The Source Shelter shall communicate with directly with their main ASPCA contact (the "ASPCA Key Contact"). Contact information (which is subject to change) for the ASPCA Key Contacts includes:

Austin Gates, Director, Animal Relocation, ASPCA
Office: 989-539-2334 Cell: 917-848-6663

Kelli Harmon, Manager, Animal Relocation, ASPCA
Office: 818-457-4809 Cell: 646-895-1491

Lea Lucky, Manager, Animal Relocation, ASPCA
Office: 360-399-1285 Cell: 646-285-7732

2. Source Shelter Key Contacts:

Primary Contact

Name:	Brenda Barnette
Title:	General Manager
Day Phone:	213-482-9556
Night Phone:	N/A
Fax:	213-482-9511
E-mail:	brenda.barnette@lacity.org

Representative in charge of submitting monthly data

Name:	Brenda Barnette
Title:	General Manager
Day Phone:	213-482-9556
Night Phone:	N/A
Fax:	213-482-9511
E-mail:	brenda.barnette@lacity.org

Second Alternative Representative in charge of submitting monthly data

Name:	Jan Selder
Title:	Director
Day Phone:	213-482-9594
Night Phone:	N/A
Fax:	213-482-9511
E-mail	jan.selder@lacity.org

"Happy Endings" contact

Name:	Jan Selder
Title:	Director
Day Phone:	213-482-9594
Night Phone:	N/A
Fax:	213-482-9511
E-mail	jan.selder@lacity.org

Publication

- G. 1. Any and all references to the Project, including but not limited to all such references in any announcements, press releases, advertisements, publications and other printed and electronic materials that refer to the Project, shall refer to the Project as "The Carroll Petrie Foundation Dog Rescue Project."
2. An initial joint press release will be created at the onset of the Source Shelter's participation in the Project. Source Shelter hereby grants to the ASPCA a non-exclusive revocable license to use Source Shelter's name ("Los Angeles Animal Services") and trademark logo used by Los Angeles Animal Services inserted below) on Project Materials directly related to the activities of the Project and/or the Grant as defined below and shall submit the Project Materials for prior review and approval by the Source Shelter prior to its inclusion in any materials prepared and intended to be distributed regarding the activities of the Project. Notwithstanding the foregoing, ASPCA shall not be required to seek prior approval of Source Shelter for inclusion of the name "Los Angeles Animal Services" in any aggregate list of grants or awards provided by the ASPCA (including the list of grants that appears on the www.asPCA.org website). The ASPCA shall only use the name and logo during the course of the Project and shall not use the logo or name in a manner that is disparaging of, or reflecting unfavorably upon the Source Shelter, or tarnishes the reputation of the Source Shelter. This license shall not permit the ASPCA the use of any other Department logos, and specifically does not permit the ASPCA to use the City seal or other logos, marks or trademarks of the City of Los Angeles.



3. The Source Shelter shall use reasonable efforts to promote the Project through all available means and shall make every effort to keep the public informed of their cooperative efforts, including but not limited to press releases and social media outlets.

4. In consideration of any grants, Source Shelter shall publicly acknowledge that the Project was made possible through a generous grant from the ASPCA and shall reference the ASPCA and The Carroll Petrie Foundation Dog Rescue Project in all "Project Materials." "Project Materials" shall include, but not be limited to, all copy, script, text, graphics, photographs, video, audio, promotional and advertising materials, and all other editorial matter(s) or press releases relating to the Project. Source Shelter shall submit the Project Materials for prior review and approval by the ASPCA Key Contact (defined below) prior to its inclusion in any materials prepared and intended to be distributed regarding the activities of the Project. No changes on the approved version of any Project Materials shall be instituted by the Source Shelter without the prior written approval of the ASPCA Key Contact. The ASPCA hereby grants to the Source Shelter a license to use the ASPCA Trademarks on materials directly related to the activities of the Project. "ASPCA Trademarks" are: "ASPCA®", which must always appear in PMS 422 and 021, unless used in materials that are completely black and white in nature, in which case it may appear in black; and "The American Society for the Prevention of Cruelty to Animals®". The ASPCA has the right in its sole discretion to require the Source Shelter to remove all references to the ASPCA's involvement if the ASPCA determines that the Source Shelter is not fulfilling its obligations under this MOU or if for any other reason the ASPCA determines that it is no longer in the ASPCA's best interest to be referenced in such manner.

Two jpegs of the ASPCA logo are embedded below for cut-and-paste use on Source Shelter's website or other collateral. Instructions regarding links to the ASPCA's website can be found at this URL: www.asPCA.org/about-us/legal-information/link-to-us.html. Link banners can be found via this URL: <http://www.asPCA.org/about-us/free-asPCA-stuff/free-link-banners.html>. For technical assistance regarding recognition of your Grant, please contact press@asPCA.org.



GRANTS



GRANTS

H. **Miscellaneous**

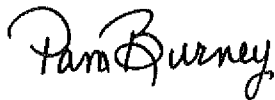
1. Both the ASPCA and the Source Shelter are separate and independent entities. Except as otherwise set forth in this MOU, each Party shall be responsible for its own costs in performing the activities described in this MOU. No reimbursement for expenses will be made except through the grant process as described herein.
2. This MOU is non-exclusive. Both the ASPCA and the Source Shelter reserve the right to form similar agreements with other organizations.
3. No Party to this MOU shall hold the other Party liable for any loss or expense, to include third party complaints or litigation, resulting from the actions or inaction of the other, so long as the other Party did not act with gross negligence and/or intentional misconduct. The Source Shelter shall not attempt to hold the ASPCA responsible for any illness or injury to the Animal(s), nor for any damages which the Animal(s) may cause to any person or property.
4. The ASPCA shall defend, hold harmless and indemnify the Source Shelter and its officers, agents, employees, volunteers and each of them in all capacities from and against all claims, causes of action, lawsuits, costs, damages, fines, judgments, penalties, losses, liabilities or expenses arising from any services or activities undertaken by the ASPCA pursuant to this MOU.
5. The Source Shelter shall defend, hold harmless and indemnify the ASPCA and its officers, agents, employees, volunteers and each of them in all capacities from and against all claims, causes of action, lawsuits, costs, damages, fines, judgments, penalties, losses, liabilities or expenses arising from any services or activities undertaken by the Source Shelter pursuant to this MOU.
6. Both the Source Shelter and the ASPCA agree to comply with all state, federal and local laws and ordinances applicable to this MOU and to the care of the Animal(s).
7. Nothing in this MOU shall be so construed as to create a relationship of employer and employee, or principal and agent, partnership or joint venture as between the ASPCA and the Source Shelter. Nothing in this MOU shall be so construed as to provide either Party with the authority to bind the other to any agreement, undertaking, cost, liability or expense of any nature without the express written consent of the other.

I. **Term; Termination**

1. Term: This MOU shall become effective as of the first day of the month in which this MOU is executed (the "Effective Date"). Accordingly, Source Shelter represents and warrants that any activities it has taken since the Effective Date that are in furtherance of Rescuing any Dog(s) or that are otherwise related to the Grant provided in accordance with this MOU complies with the terms of this MOU. This MOU shall begin on the Effective Date and shall remain in effect until the first anniversary of the Effective Date.
2. Termination at Will: This MOU may be terminated, without penalty, by written notification of either Party at any time giving the other party ten (10) days written notice of termination.
3. Termination for Cause: The ASPCA may, in its sole discretion (i) withhold payment of funds until in its opinion any situation below has been corrected or (ii) declare the Grant terminated in any of the following circumstances:
 - i. If, as the result of the consideration of reports and information submitted to it by Source Shelter or from other sources, the ASPCA, in its sole discretion, determines that continuation of the Project is not reasonably in furtherance of the ASPCA Mission (or that the Project is not being executed in substantial compliance with the proposal (or work plan as revised) or that Source Shelter is incapable of satisfactorily completing the work of the Project;
 - ii. In the case of any violation by Source Shelter of the terms and conditions of this MOU;
 - iii. In the event of any change in, or challenge by the Internal Revenue Service to, Source Shelter's status as a 501(c)(3) tax-exempt organization if Source Shelter held such status at the time of the approval of its grant application or, in the case of a municipal animal control facility, in the event that such organization ceases to provide animal control services;
 - iv. If it is revealed that, during the term of this MOU, Source Shelter is or was involved in any activity or makes any statement disparaging of, or reflecting unfavorably upon the ASPCA, tarnishes the reputation of the ASPCA or is not in alignment with the ASPCA Mission;
 - v. If all Project funds are exhausted, as described in Section C(1) of this MOU.

3. Upon completion of the Project or termination of this MOU for any reason, the ASPCA will withhold any further payments of Grant funds and the Grantee shall, at the reasonable discretion of the ASPCA, repay to the ASPCA any portion of the Grant funds that were not spent for the Project. All such determinations by the ASPCA under this Section 3 will be final, binding and conclusive upon the Grantee.
4. If the ASPCA terminates this MOU, it shall so notify the Source Shelter, and Source Shelter shall, if so requested by the ASPCA, promptly refund and pay back to the ASPCA any unexpended balance of the grant funds in the Source Shelter's hands or under its control.

Agreed to this 13 day of September, 2012, by:



*Pam Burney, Vice President
Community Initiatives*

For the ASPCA



*Brenda Barnette
General Manager*

For Los Angeles Animal Services

EXHIBIT A—MONTHLY REPORTING FORM

The Carroll Petrie Foundation Dog Rescue Project with the ASPCA
Monthly Data Tracking

MONTH & YEAR	
SHELTER NAME	
CONTACT NAME	
ASPCA CONTACT	

Shelter Counts - CANINE Only	
TOTAL INTAKE (<i>any source</i>)	
# Transfers to RESCUE	
# Transfers to SHELTER	
# Foster Ambassador ADOPTIONS	
# Permanent Off-site ADOPTIONS	
# All other adoptions	
# RTO	
# EUTH	
# Lost, died in shelter, other	

NOTE: Above is the minimum information needed monthly for the Carroll Petrie Foundation Dog Rescue Project. If your organization has a shelter database, we will ask for Intake and Outcome detail reports in order to calculate average length of stay and other relevant project information.

Destination Contact Information:

Destination Organization Name, City & State	TYPE of Org (<i>Rescue or Shelter</i>)	Contact Name & Title	Contact Phone Number	Contact Email Address
EXAMPLE Rescue Group, Seattle, WA	Rescue	Susie Smith, Director	212-207-4567	susie@allstarrescueanimals.org

EXHIBIT B—AUTHORIZED REPRESENTATIVES

**ORGANIZATION NAME: THE AMERICAN SOCIETY FOR THE
PREVENTION OF CRUELTY TO ANIMALS**

Address: 424 East 92nd Street, New York, NY 10128

Authorized Representatives to Contact for Emergency Assistance

Primary Representative

Name: Sandra Monterose

Title: Senior Director, Animal Relocation, Community Initiatives

24-hour Telephone Number: 203-910-5340

Address: 520 8th Avenue, NY, NY 10018

First Alternate Representative

Name: Austin Gates

Title: Director, Animal Relocation, Community Initiatives

24-hour Telephone Number: 917-848-6663

Address: PO Box 646, Harrison, MI 48625



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VENDOR NUMBER:

REFERENCE:

DATE	INVOICE NO.	DESCRIPTION	AMT.	DISCOUNT	
11/15/2012	11/15/12	PETRIE RESCUE PROJECT DOG	35,650.00	0.00	

CHECK#

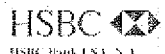
211563

11/20/2012

LAAS

LOS ANGELES DEPT. OF ANIMAL

CHECK TOTAL:

 THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS® 320 8TH AVE., 7TH FLOOR NEW YORK, NY 10018	 HSBC Bank USA, N.A. 195 E. 86TH STREET NEW YORK, NY 10028		21
* CHECK VOIDED AFTER 6 MONTHS FROM ISSUE DATE			211

PAY *THIRTY-FIVE THOUSAND SIX HUNDRED FIFTY AND XX / 100

TO THE
ORDER OF

LOS ANGELES DEPT. OF ANIMAL SERVICES
221 N. FIGUEROA ST. FIFTH FLOOR
Los Angeles, CA 90012

DATE
11/20/2012

AMT
*****35


AUTHORIZED SIGNATURE

⑈ 211563⑈ ⑆021001088⑆ 633112267⑈