

**BOARD OF
ANIMAL SERVICES
COMMISSIONERS**

DAVID ZAFT
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City of Los Angeles

CALIFORNIA



**ERIC GARCETTI
MAYOR**

**DEPARTMENT OF
ANIMAL SERVICES**
221 N. Figueroa Street
6TH Floor, Suite #600
Los Angeles, CA 90012

(888) 452-7381
FAX (213) 482-9511

BRENDA F. BARNETTE
GENERAL MANAGER

DANA H. BROWN
ASSISTANT GENERAL MANAGER

DR. JEREMY PRUPAS
CHIEF VETERINARIAN

January 15, 2016

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

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: APPROVAL OF MOU BETWEEN LOS ANGELES ANIMAL SERVICES AND THE LOS ANGELES ANIMAL RESCUE FOUNDATION, INC.

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

- AUTHORIZE Los Angeles Animal Services to execute a Memorandum of Understanding (MOU) with Los Angeles Animal Rescue Foundation, Inc., substantially in conformance with the attached documents relative to negotiation of the terms and conditions, to raise funds to support the mission of the Department of Animal Services.

SUMMARY:

At its meeting on January 12, 2016, the Board of Animal Services Commissioners considered an item recommending approval of an MOU between the Los Angeles Animal Rescue Foundation, Inc. and Los Angeles Animal Services. The specific purpose of the Foundation is to raise funds to support the mission of Los Angeles Animal Services. The City of Los Angeles has a rich tradition of public/private partnerships where there is an entity that supports the mission of public sector. Much like those created for fire, police, and libraries, the Los Angeles Animal Rescue Foundation would provide fundraising support that will result in a better service for the citizens of Los Angeles.

"Creating a Humane LA"

AN EQUAL OPPORTUNITY EMPLOYER

Visit our website at www.LAAnimalServices.com

BACKGROUND:

Some four to five years ago, members of the Board of Animal Services Commissioners and the General Manager began encouraging some community members to form a nonprofit to support the work of the Department much the way the LAPD Foundation, the LAFD Foundation, the Library Foundation and others support the work of City Departments.

The first effort did not result in the foundation that we envisioned, but it did result in a vibrant nonprofit that adjusted their mission to have a focus on adoptions. They are still partners today and work under the business name of "Love & Leashes". This group takes shelter animals to a highly visible location and places them in homes for the City Shelter (West Los Angeles).

For the past couple of years, former Animal Services Commissioner Maggie Neilson has been working with various community members, Los Angeles Animal Services staff and Dov Lesel to design a MOU that is similar to other foundations associated with the City. The LOS ANGELES ANIMAL RESCUE FOUNDATION, INC incorporated as a nonprofit that is to raise funds to support the mission of the Department.

FISCAL IMPACT:

There is no fiscal impact to the General Fund.



Brenda F. Barnette
General Manager

cc: Ryan Carpio, Office of the Mayor
Mandy Morales, Office of the Mayor

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CHIEF VETERINARIAN

Report to the Board of Animal Services Commissioners

MEETING DATE: January 12, 2016 **PREPARED BY:** Brenda F. Barnette
REPORT DATE: January 7, 2016 **TITLE:** General Manager
SUBJECT: LOS ANGELES ANIMAL RESCUE FOUNDATION, INC

BOARD ACTIONS RECOMMENDED:

1. APPROVE the MOU between the LOS ANGELES ANIMAL RESCUE FOUNDATION, INC and Los Angeles Animal Services; and
2. INSTRUCT the General Manager, or designee, to transmit the MOU to the Mayor and City Council to request their approval.

SUMMARY:

Some four to five years ago, members of the Board of Animal Services Commissioners and the General Manager began encouraging some community members to form a nonprofit to support the work of the Department much the way the LAPD Foundation, the LAFD Foundation, the Library Foundation and others support the work of City Departments.

The first effort did not result in the foundation that we envisioned, but it did result in a vibrant nonprofit that adjusted their mission to have a focus on adoptions. They are still partners today and work under the business name of "Love & Leashes". This group takes shelter animals to a highly visible location and places them in homes for the City Shelter (West Los Angeles).

For the past couple of years, former Commissioner Maggie Neilson has been working with various community members, Los Angeles Animal Services staff and Dov Lesel to design a MOU that is similar to other foundations associated with the City. The LOS ANGELES ANIMAL RESCUE FOUNDATION, INC incorporated as a nonprofit that is to raise funds to support the mission of the Department.

The MOU is attached.

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Report to the Board of Animal Services Commissioners
SUBJECT: Los Angeles Animal Rescue Foundation, Inc.

FISCAL IMPACT:

There is no General Fund impact.

Approved:

Brenda Barnette

Brenda Barnette, General Manager

Attachment

BOARD ACTION:

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN
LOS ANGELES ANIMAL SERVICES
AND
LOS ANGELES ANIMAL RESCUE FOUNDATION, INC**

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into as of December __, 2015 (the “Effective Date”) by and between the City of Los Angeles, a municipal corporation, acting by and through its Department of Animal Services (“Department”) and the Los Angeles Animal Rescue Foundation, Inc., a California non-profit public benefit corporation (the “Foundation”).

WHEREAS, the Foundation was incorporated as a California non-profit public benefit corporation on August 11, 2014, by filing the articles of incorporation with the Secretary of State of California on August 8, 2014; and

WHEREAS, the specific purpose of the Foundation is to raise funds to support the mission of the Department; and

WHEREAS, a copy of the articles of incorporation are attached hereto as **Appendix A** (as amended from time to time, the “Articles”), and which Articles shall not be amended without the written approval of the Department; and

WHEREAS, the purpose of this MOU is to establish a written understanding between the Department and the Foundation to define their respective roles and responsibilities, and the financial relationship between the Department and the Foundation; and

WHEREAS, the Animal Service Commission (“**Commission**”), on _____, 2015 and City Council (CF- _____) on _____, 2015, authorized the Department to enter into this Agreement.

NOW THEREFORE, the Department and Foundation hereby agree as follows:

I. REPRESENTATIVES OF PARTIES:

The representatives of the respective parties are authorized to administer this MOU and to whom formal notices, demands, requests and communication shall be given are as follows:

For the Animal Services Department: Brenda Barnette, General Manager
200 N. Spring Street, 21st Floor
Los Angeles, CA 90012
(213) 482-9558

For the Foundation: Maggie Neilson
2708 Wilshire Blvd. #369
Santa Monica, CA 90403

All notices required or permitted by this MOU shall be in writing and may be delivered in person, or may be sent by regular, certified or registered mail or by facsimile transmission during normal business hours, and shall be deemed sufficiently given if served in a manner specified in this paragraph.

II. TERM:

The term of this MOU shall be for five years beginning on the date first written above following the Execution Date by the City Clerk and ending on December 31, 2020, but may be terminated sooner pursuant to the provisions herein.

III. ROLES & RESPONSIBILITIES OF PARTIES:

The Department and Foundation hereby agree that the understanding between them as to the respective roles, responsibilities and financial relationship is as follows:

1. Fundraising. This MOU authorizes the Foundation to provide support for the Department by raising funds to promote and support the mission and functions of the Department. All expenditures will be spent in furtherance of the Department's mission, function and needs. Funds raised by the Foundation will be used to promote the Department through marketing and social media or other social awareness efforts. In addition, the Foundation will collaborate with the Department to assist with the creation of new programs and in its discretion, help subsidize existing Department programs.
2. Employment Practices. The Foundation will make all hiring, retention and compensation decisions with respect to its employees, consultants and advisors. All such decisions shall be subject to all applicable laws. The employees, consultants and advisors of the Foundation will not be deemed employees, consultants and advisors of the Department or the City of Los Angeles. The terms of any hiring and compensation and copies of any consultant or vendor contracts shall be available to and be provided to the City at the City's request.
3. Indemnification. The Foundation shall defend, indemnify and hold harmless the City from any and all liability, including but not limited to claims, losses, lawsuits, injuries, damages, costs and expenses arising from or as a result of any acts, errors or omissions of the Foundation or its officers, agents or employees. The Foundation shall acquire and maintain such insurance protection as is necessary to protect the interests of the Foundation and the City, as determined by the City Risk Manager.
4. Intellectual Property. Prior to the use of any Department trademarks, the Foundation shall enter into a license agreement, pursuant to which the Foundation shall be granted a non-exclusive, royalty-free, revocable license to use the City's trademarks for the term of the MOU in connection with the Foundation's fundraising purposes. This MOU shall not supersede the terms

of any existing or future licensing agreements. The Foundation shall provide a sample of promotional material prior to its use for approval by the Department, which approval shall not be unreasonably withheld.

5. Funding Requests. The Department inform the Foundation regarding the Department's needs and approved funding requests. The Foundation shall use such information in determining the annual funding amount and use of the funds and of the Foundation's assets. The Foundation and Department shall collaborate on goals and strategies and work together to expend the majority of the funds raised on an annual basis. To the extent feasible, Foundation will identify and expend funds in tandem with the Department's annual budget.
6. Financial Statements. Annual financial statements of the Foundation will be provided by the Foundation to the General Manager and the Board of Animal Services Commissioners annually on or before _____ of each year. The financial statements shall be delivered to the General Manager, with a copy to the Department's senior accountant. Any other financial data or list of officers and/or employees shall be provided to the Department upon request. The Foundation shall use its best efforts to expend a majority of the funds raised annually for programming and projects in support of the Department, with a minimum amount expended for administrative overhead for the Foundation. The statements shall show the type, amount and specific recipients of all expenditures including those for administrative overhead.
7. Disposition of Assets upon Dissolution. Pursuant to the Articles, upon dissolution, the net assets of the Foundation will be deposited into the Animal Welfare Trust Fund or distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code to another California non-profit public benefit corporation, so that the assets are used to assist and promote the Department. Upon dissolution, any funds raised with the support or cooperation of the Department for the Department shall be transferred to another non-profit benefit corporation related to the Department or who enters into an agreement with the Department with similar purposes or to the Department's Animal Welfare Trust Fund for public purposes.

IV. PROVISION OF LAW; STANDARD CITY PROVISIONS; SEVERABILITY:

The parties agree that this MOU is subject to all applicable federal, state, and local laws, the Los Angeles City Charter, and any applicable rules and regulations enacted by independent commissions of the City (collectively, "Laws"). If any article, part, or provision of this MOU is in conflict or inconsistent with such laws, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such MOU article, part, or provision will be suspended and superseded by such Laws and/or court ruling, and the remainder of this MOU will not be affected thereby, unless the essential purpose of this MOU will be materially impaired thereby. The MOU is also subject to the Standard Provisions for City Contracts (Rev. 3/09), a copy of which is attached hereto as **Appendix B**.

This Agreement constitutes the entire agreement between parties. Any prior agreements, promises, negotiations, or representations not set forth in this MOU are of no force or effect. Amendments to this MOU shall be in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have agreed and signed this MOU through their authorized representatives.

**LOS ANGELES ANIMAL RESCUE
Foundation, Inc.,** a California
non-profit public benefit corporation

ATTESTED BY:

Name:
Title:

Name:
Title:

Name:
Title:

CITY OF LOS ANGELES

Department of Animal Services,

APPROVED AS TO FORM:

Michael N. Feuer, City Attorney

Name: Brenda Barnette
Title: General Manager

By: _____

Dov S. Lesel, Assistant City Attorney
Date:

ATTEST:
Holly L. Wolcott, City Clerk

By: _____
Deputy

Date:

City Business License Number: _____
Internal Revenue Service Taxpayer Identification Number: _____
Agreement Number _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
LOS ANGELES ANIMAL SERVICES
AND
LOS ANGELES ANIMAL RESCUE FOUNDATION, INC**

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WHEREAS, the Foundation was incorporated as a California non-profit public benefit corporation on August 11, 2014, by filing the articles of incorporation with the Secretary of State of California on August 8, 2014; and

WHEREAS, the specific purpose of the Foundation is to raise funds to support the mission of the Department; and

WHEREAS, a copy of the articles of incorporation are attached hereto as **Appendix A** (as amended from time to time, the “Articles”), and which Articles shall not be amended without the written approval of the Department; and

WHEREAS, the purpose of this MOU is to establish a written understanding between the Department and the Foundation to define their respective roles and responsibilities, and the financial relationship between the Department and the Foundation; and

WHEREAS, the Board of Animal Service Commissioners (“**Commission**”) on January 12, 2016, and City Council (CF- _____) on _____, 2016, authorized the Department to enter into this Agreement.

NOW THEREFORE, the Department and Foundation hereby agree as follows:

I. REPRESENTATIVES OF PARTIES:

The representatives of the respective parties are authorized to administer this MOU and to whom formal notices, demands, requests and communication shall be given are as follows:

For the Animal Services Department: Brenda Barnette, General Manager
200 N. Spring Street, 21st Floor
Los Angeles, CA 90012
(213) 482-9558

For the Foundation: Maggie Neilson
2708 Wilshire Blvd. #369
Santa Monica, CA 90403

All notices required or permitted by this MOU shall be in writing and may be delivered in person, or may be sent by regular, certified or registered mail or by facsimile transmission during normal business hours, and shall be deemed sufficiently given if served in a manner specified in this paragraph.

II. TERM:

The term of this MOU shall be for five years beginning on the date first written above following the Execution Date by the City Clerk and ending on December 31, 2020, but may be terminated sooner pursuant to the provisions herein. Amendments shall be in writing and approved by the Board of Animal Services Commissioners and City Council.

III. ROLES & RESPONSIBILITIES OF PARTIES:

The Department and Foundation hereby agree that the understanding between them as to the respective roles, responsibilities and financial relationship is as follows:

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2. Employment Practices. The Foundation will make all hiring, retention and compensation decisions with respect to its employees, consultants and advisors. All such decisions shall be subject to all applicable laws. The employees, consultants and advisors of the Foundation will not be deemed employees, consultants and advisors of the Department or the City of Los Angeles. The terms of any hiring and compensation and copies of any consultant or vendor contracts shall be available to and be provided to the City at the City's request.
3. Indemnification. The Foundation shall defend, indemnify and hold harmless the City from any and all liability, including but not limited to claims, losses, lawsuits, injuries, damages, costs and expenses arising from or as a result of any acts, errors or omissions of the Foundation or its officers, agents or employees. The Foundation shall acquire and maintain such insurance protection as is necessary to protect the interests of the Foundation and the City, as determined by the City Risk Manager.
4. Intellectual Property. Prior to the use of any Department trademarks, the Foundation shall enter into a license agreement, pursuant to which the Foundation shall be granted a non-exclusive, royalty-free, revocable license to use the City's trademarks for the term of the MOU in connection with the

Foundation's fundraising purposes. This MOU shall not supersede the terms of any existing or future licensing agreements. The Foundation shall provide a sample of promotional material prior to its use for approval by the Department, which approval shall not be unreasonably withheld.

5. Funding Requests. The Department inform the Foundation regarding the Department's needs and approved funding requests. The Foundation shall use such information in determining the annual funding amount and use of the funds and of the Foundation's assets. The Foundation and Department shall collaborate on goals and strategies and work together to expend the majority of the funds raised on an annual basis. To the extent feasible, Foundation will identify and expend funds in tandem with the Department's annual budget.
6. Financial Statements. Annual financial statements of the Foundation will be provided by the Foundation to the General Manager and the Board of Animal Services Commissioners annually by February 28 of each year for the previous calendar year. The financial statements shall be delivered to the General Manager, with a copy to the Department's senior accountant. Any other financial data or list of officers and/or employees shall be provided to the Department upon request. The Foundation shall use its best efforts to expend a majority of the funds raised annually for programming and projects in support of the Department, with a minimum amount expended for administrative overhead for the Foundation. The statements shall show the type, amount and specific recipients of all expenditures including those for administrative overhead.
7. Disposition of Assets upon Dissolution. Pursuant to the Articles, upon dissolution, the net assets of the Foundation will be deposited into the Animal Welfare Trust Fund or distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code to another California non-profit public benefit corporation, so that the assets are used to assist and promote the Department. Upon dissolution, any funds raised with the support or cooperation of the Department for the Department shall be transferred to another non-profit benefit corporation related to the Department or who enters into an agreement with the Department with similar purposes or to the Department's Animal Welfare Trust Fund for public purposes.

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materially impaired thereby. The MOU is also subject to the Standard Provisions for City Contracts (Rev. 3/09), a copy of which is attached hereto as **Appendix B**.

This Agreement constitutes the entire agreement between parties. Any prior agreements, promises, negotiations, or representations not set forth in this MOU are of no force or effect. Amendments to this MOU shall be in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have agreed and signed this MOU through their authorized representatives.

**LOS ANGELES ANIMAL RESCUE
Foundation, Inc.,** a California
non-profit public benefit corporation

ATTESTED BY:

Name:
Title:

Name:
Title:

Name:
Title:

CITY OF LOS ANGELES

Department of Animal Services,

APPROVED AS TO FORM:

Michael N. Feuer, City Attorney

Name: Brenda Barnette
Title: General Manager

By: _____

Dov S. Lesel, Assistant City Attorney

Date:

ATTEST:
Holly L. Wolcott, City Clerk

By: _____
Deputy

Date:

City Business License Number: _____
Internal Revenue Service Taxpayer Identification Number: _____
Agreement Number _____

**ARTICLES OF INCORPORATION
OF
THE Los Angeles Animal Rescue FOUNDATION**

FILED *lyn*
Secretary of State
State of California

AUG 11 2014
lpc *bls*

ARTICLE I

The name of this corporation is The Los Angeles Animal Rescue Foundation (hereafter referred to as the "**Corporation**")

ARTICLE II

- A. The Corporation is a nonprofit Public Benefit Corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation law for public and charitable purposes.
- B. The specific purpose of the Corporation is to ensure every animal has a home and that no adoptable animals are euthanized in Los Angeles.

ARTICLE III

- A. The name and address in the State of California of the Corporation's initial agent for service of process is Maggie Neilson 15515 West Sunset Blvd., Pacific Palisades, CA 90272.
- B. The initial street address of the corporation is 12400 Wilshire Blvd. Suite 365, Los Angeles, CA 90025.

ARTICLE IV


- A. The Corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law.
- B. No substantial part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

ARTICLE V

The property of the Corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of the Corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable purposes and which has established

its tax exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law.

IN WITNESS WHEREOF, for the purposes of forming this Corporation under the laws of the State of California, the undersigned has executed these Articles of Incorporation this 7 day of August 2014.



Maggie Neilson, Incorporator