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**DEPARTMENT OF
ANIMAL SERVICES**
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ASSISTANT GENERAL MANAGER
Lifesaving

DR. JEREMY PRUPAS
CHIEF VETERINARIAN

November 21, 2019

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 City Clerk
Room 395, City Hall
200 N. Spring Street
Los Angeles, CA 90012

Attention: Ms. Heleen Ramirez, Office of the Mayor

RE: AUTHORIZE A MICROCHIP DONATION AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND THE MICHELSON FOUND ANIMALS FOUNDATION, INC.

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

1. APPROVE a Microchip Donation Agreement between the Department of Animal Services and the Michelson Found Animals Foundation, Inc. (Found Animals); and
2. TRANSMIT the Microchip Donation Agreement and Board's approval to City Council for approval.

SUMMARY:

The Department of Animal Services seeks approval to accept a donation of 26,000 electronic animal identification devices (microchips), 40 scanners, and free access to the Found Animals Registry. This in-kind donation will be used to offset the need for a microchip provider. The Department will provide its adopted Animal Services Center cats, dogs, and rabbits with a microchip, train relevant staff on Registry features and functions, register microchips with required customer data, and provide education materials to customers regarding how to access and use the Found Animals Registry.

The proposed Donation Agreement (attached) is for a one-year term with a retroactive effective date of October 12, 2019. In order to facilitate the annual transition upon agreement expiration, the Department seeks authorization to accept future one-year in-kind microchip donation agreements

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SUBJECT: Transmittal to Mayor and Council
AUTHORIZE A MICROCHIP DONATION AGREEMENT BETWEEN THE CITY OF LOS ANGELES
AND THE MICHELSON FOUND ANIMALS FOUNDATION, INC.

annually from Found Animals for the benefit of Animal Services Center animals. On November 12, 2019, the Board of Animal Services Commissioners authorized the acceptance of these funds subject to the approval of the City Council.

BACKGROUND:

Per Los Angeles Municipal Code Section 53.15., the Department is required to implant each dog, cat, and rabbit adopted from its Animal Services Centers with a microchip. The Michelson Found Animals Foundation, Inc., is a non-profit organization dedicated to minimizing shelter euthanasia. On April 14, 2015, the Board of Animal Services Commissioners approved Found Animals' proposed agreement for the donation of microchips, scanners, and Registry access for the Department. On August 5, 2015, the Personnel and Animal Welfare Committee recommended its approval to accept the proposed agreement and donation as submitted by the Office of the City Administrative Officer, dated July 30, 2015. Council approval was granted on November 23, 2015. A two-year Memorandum of Understanding was entered into effective February 8, 2016. A subsequent agreement was entered into on October 11, 2018, and has expired effective October 11, 2019.

FISCAL IMPACT:

Approval of this Agreement will not impact the General Fund. This Agreement will provide 26,000 microchips and 40 microchip scanners at no cost to the Department.

Respectfully submitted,



Brenda F. Barnette
General Manager

Attachment: Board Report – Authorize a Microchip Donation Agreement Between the City of
Los Angeles and the Michelson Found Animals Foundation, Inc.

cc: Bryan Oh, City Administrative Officer

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CHIEF VETERINARIAN

Report to the Board of Animal Services Commissioners

MEETING DATE: November 12, 2019

PREPARED BY: Catherine Chico

REPORT DATE: November 7, 2019

TITLE: Senior Management Analyst II

**SUBJECT: AUTHORIZE A MICROCHIP DONATION AGREEMENT BETWEEN THE CITY OF
LOS ANGELES AND THE MICHELSON FOUND ANIMALS FOUNDATION, INC.**

BOARD ACTION RECOMMENDED:

1. **APPROVE** a Microchip Donation Agreement between the Department of Animal Services and the Michelson Found Animals Foundation, Inc. (Found Animals); and
2. **TRANSMIT** the Microchip Donation Agreement and Board's approval to the Mayor and City Council for approval.

BACKGROUND

Per Los Angeles Municipal Code Section 53.15., the Department is required to implant each dog, cat and rabbit adopted from its Animal Services Centers with a microchip. The Michelson Found Animals Foundation, Inc., is a non-profit organization dedicated to minimizing shelter euthanasia. On April 14, 2015, the Board of Animal Services Commissioners approved Found Animals' proposed agreement for the donation of microchips, scanners, and Registry access for the Department. On August 5, 2015, the Personnel and Animal Welfare Committee recommended its approval to accept the proposed agreement and donation as submitted by the Office of the City Administrative Officer, dated July 30, 2015. Council approval was granted on November 23, 2015. A two-year Memorandum of Understanding was entered into effective February 8, 2016. A subsequent agreement was entered into on October 11, 2018 and has expired effective October 11, 2019.

Report to the Board of Animal Services Commissioners
SUBJECT: The Michelson Found Animals Foundation, Inc. - Microchip Donation Agreement

The Department is seeking retroactive acceptance of the most recent in-kind donation with an effective date of October 12, 2019 and authorization to accept future annual in-kind microchip donations from Found Animals.

SUMMARY

The Department of Animal Services (Department) seeks approval to accept a donation of 26,000 electronic animal identification devices (microchips), 40 scanners, and free access to the Found Animals Registry. This in-kind donation will be used to offset the need for a microchip provider. The Department will provide its adopted Animal Services Center cats, dogs and rabbits with a microchip, train relevant staff on Registry features and functions, register microchips with required customer data, and provide education materials to customers regarding how to access and use the Found Animals Registry.

The proposed Donation Agreement (attached) is for a one-year term with a retroactive effective date of October 12, 2019. In order to facilitate the annual transition upon agreement expiration, the Department seeks authorization to accept future one-year in-kind microchip donation agreements annually from Found Animals for the benefit of Animal Services Center animals.

FISCAL IMPACT

Approval of this Agreement will not impact the General Fund. This Agreement will provide 26,000 microchips and 40 microchip scanners at no cost to the Department.

Approved:

Brenda F. Barnette
Brenda F. Barnette, General Manager

Attachment: Draft Michelson Found Animals Registry Agreement to Donate Microchips to the City of Los Angeles Department of Animal Services

BOARD ACTION:

<input checked="" type="checkbox"/>	Passed	<input type="checkbox"/>	Disapproved
<input type="checkbox"/>	Passed with noted modifications	<input type="checkbox"/>	Continued
<input type="checkbox"/>	Tabled	<input type="checkbox"/>	New Date

Michelson Found Animals Registry

AGREEMENT TO DONATE MICROCHIPS TO THE CITY OF LOS ANGELES DEPARTMENT OF ANIMALS SERVICES

This Agreement (the "Agreement") is made and dated as of October __, 2019, by and between The Michelson Found Animals Foundation, Inc. ("Found Animals") and The City of Los Angeles Department of Animal Services ("Recipient" or "Department") (collectively the "Parties").

RECITALS

WHEREAS, Found Animals is a non-profit organization dedicated to minimizing shelter euthanasia. Found Animals believes that all lost pets deserve to be found and the effective use of pet microchips is a key component of this effort;

WHEREAS, Found Animals offers U.S. animal welfare organizations affordable, high-quality microchips and scanners along with free access to the Found Animals Registry;

WHEREAS, Section 53.15.5 of the Los Angeles Municipal Code requires the Department to implant each dog and cat adopted from the Department's care centers with an electronic animal identification device;

WHEREAS, Found Animals and Recipient understand that while microchips have incredible potential for getting lost pets home, the microchip itself is only one component in a technological system involving microchips, scanners, and registries. All components of the system have to work together to ensure a happy reunion for a lost pet;

WHEREAS, Donations by Found Animals to Recipient are provided to benefit the welfare of animals;

WHEREAS, Found Animals expects Recipient to be proactive in the mission of reunification of pets to their owners, which includes, but is not limited to, training all relevant staff on Registry features and functions, registering microchips with required customer data, and providing educational materials to customers regarding how to access and use the Found Animals Registry; and

WHEREAS, Found Animals wishes to donate and Recipient wishes to accept a donation of free microchips and scanners from Found Animals and to freely access the Found Animals Registry. NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the Parties agree to the following:

Michelson Found Animals Registry

1. Definitions.

- a. "Customer Data" is defined as customer name (first and last), email address, mailing address, home and cell phone numbers, species of animal, sex of animal, approximate date or year of animal's birth, microchip number, and dates of service (i.e., date of microchip implantation, adoption and/or surgery).
- b. "Microchip Program" is Found Animals' program through which it promotes microchipping of pets as an important way to greatly increase the likelihood of a lost pet being reunited with its owner and decrease the likelihood of the pet being euthanized. Found Animals reserves the right to provide microchips and scanners by any manufacturer. Found Animals agrees to provide 134.2 kHz (ISO) microchips as well as microchip scanners to Recipient under this Agreement.
- c. "Optional Customer Data" is defined as a secondary mailing address, customer's work phone number, animal's name, and animal's primary and secondary breed.
- d. "Registry" refers to an online microchip registry that Found Animals owns and maintains, which contains Customer Data received through the Microchip Program, as well as Customer Data from organizations or private parties who elect to join the Registry. Recipient has access to search pets by microchip number and can initiate a Found Pet Alert, which is an automatic owner notification process, via the Registry.

2. Term. This contract shall be effective as of the date written above and will continue for one year unless canceled by either party. Found Animals may cancel this Agreement by providing one hundred and fifty (150) days' notice to Recipient. Recipient may cancel this Agreement by providing thirty (30) days' notice to Found Animals.

3. Services.

a. Supplies.

i. Microchips. Found Animals agrees to donate a maximum of 26,000 microchips to Recipient during the term of this agreement. Recipient's orders under this Agreement are fulfilled on a monthly basis. A minimum order is 100 microchips. Found Animals may, at its sole discretion, donate additional microchips upon the request of Recipient.

ii. Scanners. Found Animals will donate forty (40) scanners to Recipient during the term of this agreement in a variety of scanner models based on Recipient's needs, availability, and cost. Found animals intends to donate 20 Compact Max scanners; 8 Max V scanners; and, 12 Xtend Max scanners at no cost to the Department. Found Animals will also provide operating instructions for each model of scanner. The scanners shall be capable of reading all frequencies commonly used in pet identification microchips in North America. Found Animals may, at its sole discretion, donate additional scanners to the Department. Found Animals may also, at its sole discretion, donate new scanner models to the Department as such models

Michelson Found Animals Registry

become available. Scanners provided to the Department by Found Animals shall become the property of the Department and the Department will not be obligated to return scanners to Found Animals upon Termination of this Agreement.

b. Registry

i. Recipient understands that any member of the public can access the Registry for purposes of triggering a Found Pet Alert which will inform a pet owner that his pet has been found and provide information on how to contact the finder of the pet. Members of the public cannot access Customer Data.

ii. Recipient acknowledges that Customer Data provided by Recipient will be used by Found Animals to contact pet owners. Found Animals will initially contact pet owners to confirm that their pet has been registered. In that communication Found Animals will also give pet owners the option to receive further communication from Found Animals if they so choose. If a pet owner declines to receive further communication from Found Animals they will only receive communications related to the registration of their pet. Found Animals will not send marketing communications to registrants unless the registrant is willing to receive such marketing communications and voluntarily agree to opt-in to such communications by an affirmative act such as actively checking a box and may opt out at any time by "unsubscribing".

iii. Recipient acknowledges that some Customer Data provided by Recipient may contain information regarding pet owners already present in the Registry or in other databases maintained by Found Animals. The provision of such Customer Data by Recipient will in no way limit or restrict Found Animals' right to use such Customer Data in any legally permissible way as long as it is consistent with the restrictions in this Agreement. These restrictions will survive the termination or expiration of the Agreement.

iv. Found Animals will not sell, rent, or otherwise transfer or allow others to use Customer Data for any purpose other than to reunite pet owners and their pets. Found Animals will not hold itself out as acting on behalf of or with the consent or approval of the City or Department.

c. Recipient's Obligations.

i. Customer Data. For each microchip Found Animals supplies, Recipient agrees to use its best efforts to provide Found Animals with Customer Data for customers who receive a microchip. Among the many types of Customer Data required, Found Animals considers email addresses as one of the most important Customer Data that Recipient should take special care to collect accurately. Email addresses are usually one of the most permanent and reliable manners of communication with customers since physical addresses and phone numbers tend to change often. Recipient understands that Found Animals will periodically monitor or audit Recipient's Customer Data to verify that all microchips are being registered with Customer

Michelson Found Animals Registry

Data and notify Recipient in the event that microchips are not being registered with Customer Data. Found Animals may exercise corrective action, including its right to revoke this Agreement should Recipient fail to take reasonable measures to provide Found Animals with complete and accurate Customer Data, especially customers' accurate email addresses, following a reasonable cure period.

ii. Customer Data Uploads. Recipient agrees to enter directly or upload the required Customer Data and any Optional Customer Data to the Registry within one week of providing each microchip to a customer and at a minimum frequency of once per week following a format provided by Found Animals, compatible with the Department's data output capabilities.

iii. Training. Recipient agrees to train all relevant staff on how to use the Registry. Found Animals offers extensive online resources to support this training. Found Animals will also provide live training at each facility operated by Recipient.

iv. Requirement of Exclusive Use. All items donated by Found Animals under this Agreement must be used exclusively by the Recipient. Recipient may not sell, donate, or otherwise transfer any items donated by Found Animals under this Agreement to any other municipality, nonprofit organization, or business entity. Microchip fees collected resulting from the adoption of an animal with an exclusive use microchip should be considered donations and said donations shall be directed to the Animal Welfare Trust Fund and used in accordance with Los Angeles Administrative Code, Section 5.200.

d. Customer Notices and Forms. Recipient's customers must be provided with Found Animals' provided printed materials explaining how to access the Found Animals' Microchip Registry. For every microchip supplied by Found Animals, Recipient agrees to provide the customer with the microchip number, and information on the importance of maintaining their registration with current contact information.

e. Registry. Found Animals agrees to provide Recipient with access to its Registry, which will provide Recipient with an opportunity to look up microchip numbers, access customer contact information, and initiate a Found Pet Alert for pet owners whose Customer Data is contained in the Registry. Found Animals strongly encourages Recipient to import Customer Data of microchip records for the previous ten (10) years into the Registry during the Term. All such imported Customer Data will be treated according to the restrictions in this agreement, including without limitation the restrictions in Paragraph 3.b.iv, above. Found Animals further encourages Recipient to display the American Animal Hospital Association (AAHA) Pet Microchip Lookup tool website link on Recipient's website and to use the AAHA Pet Microchip Lookup tool as the starting point for searching microchips. Found Animals will also provide a phone number and 24/7 service to allow Recipient's customers to access information regarding a lost pet.

Michelson Found Animals Registry

- f. Transfer of Supplies. Recipient agrees to not transfer any microchips and/or scanners supplied by Found Animals to any entity or person for distribution or resale.
- g. Returns. Found Animals agrees to accept returns of microchips and/or scanners that are defective on a case by case basis and on a reasonable determination by Found Animals, for new microchips and/or scanners per the terms of the Warranties stated below in Section 7.
4. Publicity. Found Animals agrees to provide informational materials regarding the Microchip Program to Recipient, which Recipient agrees to provide to its customers. Recipient will allow Found Animals to review and approve any such marketing materials before they are released to the public.
5. Assignment. This Agreement may not be assigned by either party without the prior written consent of the parties hereto, except that either party may assign this Agreement to any division and/or any subsidiary, provided that such assignee assumes all of the rights, obligations, and liabilities of the party hereunder.
6. Agreement Modification. Any agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of Recipient and Found Animals.
7. Warranties, Returns, and Exchanges
- a. Warranties: Except as otherwise specifically provided in this Agreement or hereby excluded by mutual agreement, Found Animals hereby disclaims any and all representations and warranties, express, implied, statutory or otherwise, concerning any product, including, but not limited to, any warranty or merchantability or fitness for a particular purpose with respect to the products, whether used alone or in combination with other products or materials.
- i. Microchip Warranty: Found Animals will replace any faulty microchip for a period equal to the lesser of (i) ten (10) years after the date of implantation of the microchip and (ii) one hundred forty-four (144) months after the date the microchip is received by the Recipient from Found Animals.
- ii. Scanners: Found Animals will replace any faulty scanner within one (1) year of the Recipient's receipt of said scanner.
8. Notices. All notices required or permitted under this Agreement shall be in writing. Notices delivered personally or notices delivered via electronic mail will be deemed delivered as of actual receipt; mailed notices will be deemed delivered three (3) business days after mailing. Until further written notice, notices shall be addressed to the respective parties as follows:

Michelson Found Animals Registry

Found Animals:

Aimee Gilbreath
Executive Director
The Michelson Found Animals
Foundation, Inc.
3000 South Robertson Boulevard, Suite 105
Los Angeles, California 90034
a.gilbreath@foundanimals.org
Phone (310) 574-5780
For Microchip Program and Registry support:
microchipsales@foundanimals.org
(844) 523-3872

Recipient:

Brenda F. Barnette
General Manager
City of Los
Angeles
Department of Animal Services
221 North Figueroa Street, Suite 600
Los Angeles, California 90012
Phone: (213) 482-9558
Fax: (213) 482-9511

9. **Relationship of Parties.** For the purposes of this Agreement, each party is an independent contractor and not an agent or employee of the other party. Neither party shall have authority to make any statements, representations, or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for in this Agreement or authorized in writing by the other party.

10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed to be one and the same instrument.

11. **Headings.** All headings contained in this Agreement are for convenience only and shall not affect the meaning of any provision of this Agreement.

12. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and permitted assigns.

13. **Severability.** In the event that any provision of this Agreement shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any other provision of this Agreement.

14. **Attorney's Fees.** None.

15. **Choice of Law.** This Agreement shall be governed under the laws of California.

16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements or understandings between the parties relating to its subject matter.

Michelson Found Animals Registry

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day and year first above written.

Please return the signed Agreement via email to microchipsales@foundanimals.org

DRAFT