BOARD OF ANIMAL SERVICES COMMISSIONERS
CITY OF LOS ANGELES

MEETING AGENDA
Tuesday, February 25, 2020
7:00 P.M.

WEST VALLEY ANIMAL SERVICES CENTER
20655 PLUMMER STREET
CHATSWORTH, CALIFORNIA 91311

LARRY GROSS
President

OLIVIA E. GARCÍA
Vice-President

ALISA FINSTEN
JOSE SANDOVAL
ROGER WOLFSON

Sign language interpreters, assistive listening devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting you wish to attend. For information please call (213) 482-9558.

Si requiere servicios de traducción, favor de hacer pedido con 24 horas de antelopcio al (213) 482-9558.

FACILITY TOUR OF WEST VALLEY ANIMAL SERVICES CENTER

Commission Tour of West Valley Animal Services Center (starts at 6:15 p.m.). Public is welcome.
The Commission meeting will begin promptly at 7:00 p.m.

I. COMMISSION MEETING

1. PUBLIC COMMENT PERIOD - (Comments from the public on items of public interest within the Board’s subject matter jurisdiction that are not on the Agenda)

Public Comments: The Brown Act prohibits the Board and staff from responding to the speakers' comments. Some of the matters raised in public comment may appear on a future agenda.
2. NEIGHBORHOOD COUNCIL COMMENTS - (Discussion with Neighborhood Council representatives on Neighborhood Council Resolutions or Community Impact Statements filed with the City Clerk which relate to any agenda item listed or being considered on this agenda for the Board of Animal Services Commissioners)

3. COMMISSION BUSINESS

   A. Approval of Minutes for the Meeting of January 28, 2020. (Action Item; Public comment limited to one minute per speaker)

   B. Approval of Minutes for the Meeting of February 11, 2020. (Action Item; Public comment limited to one minute per speaker)

4. ORAL REPORT OF THE GENERAL MANAGER

5. COMMISSIONERS’ ORAL REPORTS AND FUTURE AGENDA ITEMS

6. BOARD REPORTS

   A. Acceptance of a $400,000 Grant Awarded by the American Society for the Prevention of Cruelty to Animals (ASPCA); (Action Item; Public comment limited to one minute per speaker)

   B. Acceptance of a Bequest from the Estate of Kenneth G. Anderson as a Gift in the Name of Rosemary Long Anderson; (Action Item; Public comment limited to one minute per speaker)

   C. Recommendation to Support the Adopted Resolution made by Councilmember David Ryu to Support the California for All Animal Sheltering Program proposed by Governor Newsom in the 2020-21 State Budget; (Action Item; Public comment limited to one minute per speaker)

   D. Report back on List of Shelters with Radiant Heat Floors; (Information Item; Public comment limited to one minute per speaker)

7. ADJOURNMENT

Next Regular Meeting is scheduled for 9:30 A.M., March 10, 2020, at City Hall 200 North Spring Street, Room 1060, Los Angeles, CA 90012. (Enter on Main Street).

Please join us at our website: www.LAAnimalservices.com
AGENDAS - The Board of Animal Services Commissioners (Board) meets regularly every second (2nd) and fourth (4th) Tuesday of each month at 9:30 A.M. Regular Meetings are held at City Hall, 200 North Spring Street, Room 1060, in Los Angeles, CA 90012. Evening Meetings are held in various locations throughout the City, from 7:00 to approximately 9:30 P.M. The agendas for Board meetings contain a brief general description of those items to be considered at the meetings. Board Agendas are available at the Department of Animal Services (Department), Administrative Division, 221 North Figueroa Street, 6th Floor, Suite 600, Los Angeles, CA 90012. Board Agendas may also be viewed on the 2nd floor Public Bulletin Board in City Hall East, 200 North Main Street, Los Angeles, CA 90012. Internet users may also access copies of present and prior agenda items, copies of the Board Calendar, MP-3 audio files of meetings as well as electronic copies of approved minutes on the Department's World Wide Web Home Page site at https://www.laanimalservices.com/about-us-2/commission/#three

Three (3) members of the Board constitute a quorum for the transaction of business. Some items on the Agenda may be approved without any discussion.

The Board Secretary will announce the items to be considered by the Board. The Board will hear the presentation on the topic and gather additional information from Department Staff. Once presentations have finished, the Board President will ask if any Board Member or member of the public wishes to speak on one or more of these items. Each speaker called before the Commission will have one (1) minute to express their comments and concerns on matters placed on the agenda. (For certain agenda items, speakers will have two (2) minutes.)

PUBLIC INPUT AT BOARD MEETINGS – Public Participation on Agenda Items. Members of the public will have an opportunity to address the Board on agenda items after the item is called and before the Board takes action on the item, unless the opportunity for public participation on the item was previously provided to all interested members of the public at a public meeting of a Committee of the Board and the item has not substantially changed since the Committee heard the item. When speaking to an agenda item other than during Public Comment (see Public Comment below), the speaker shall limit his or her comments to the specific item under consideration (California Government Code, Section 54954.3).

Public Comment. The Board will provide an opportunity for public comment at every regular meeting of the Board. Members of the public may address the Board on any items within the subject matter jurisdiction of the Board as part of Public Comment.

Notice to Paid Representatives. If you are compensated to monitor, attend, or speak at this meeting, City law may require you to register as a lobbyist and report your activity. See Los Angeles Municipal Code §§ 48.01 et seq. More information is available at ethics.lacity.org/lobbying. For assistance, please contact the Ethics Commission at (213) 978-1960 or ethics.commission@lacity.org.

Speaker Cards. Members of the public wishing to speak are to fill out one speaker card for each agenda item on which they wish to speak and present it to the Board secretary before the item is called.

Time Limit for Speakers. Speakers addressing the Board will be limited to one (1) minute of speaking time for each agenda item except during general public comment period which is limited to two (2) minutes per speaker. (For certain agenda items, speakers will have two (2) minutes each.). The Chairperson, with the approval of a majority of the Board, may for good cause extend any speaker's time by increments of up to one (1) minute.

Brown Act. These rules shall be interpreted in a manner that is consistent with the Ralph M. Brown Act, California Government Code Section § 54950 et seq.

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STANDARDS OF CONDUCT. Speakers are expected to behave in an orderly manner and to refrain from personal attacks or use of profanity or language that may incite violence.

All persons present at Board meetings are expected to behave in an orderly manner and to refrain from disrupting the meeting, interfering with the rights of others to address the Board and/or interfering with the conduct of business by the Board.

In the event that any speaker does not comply with the foregoing requirements, or if a speaker does not address the specific item under consideration, the speaker may be ruled out of order, their speaking time forfeited and the Chairperson may call upon the next speaker.

The Board, by majority vote, may order the removal from the meeting of any speaker or audience member continuing to behave in a disruptive manner after being warned by the Chairperson regarding their behavior. Section 403 of the California Penal Code states as follows: "Every person who, without authority of law, willfully disturbs or breaks up any assembly or meeting that is not unlawful in its character, other than an assembly or meeting referred to in Section 302 of the Penal Code or Section 18340 of the Elections Code, is guilty of a misdemeanor."

VOTING AND DISPOSITION OF ITEMS – Most items require a majority vote of the entire membership of the Board (3 members). When debate on an item is completed, the Board President will instruct the Secretary to "call the roll". Every member present must vote for or against each item; abstentions are not permitted unless there is a Conflict of Interest for which the Board member is obliged to abstain from voting. The Secretary will announce the votes on each item. Any member of the Board may move to "reconsider" any vote on any item on the agenda, except to adjourn, suspend the Rules, or where an intervening event has deprived the Board of jurisdiction, providing that said member originally voted on the prevailing side of the item. The motion to "reconsider" shall only be in order once during the meeting, and once during the next regular meeting. The member requesting reconsideration shall identify for all members present the Agenda number and subject matter previously voted upon. A motion to reconsider is not debatable and shall require an affirmative vote of three members of the Board.

When the Board has failed by sufficient votes to approve or reject an item, and has not lost jurisdiction over the matter, or has not caused it to be continued beyond the next regular meeting, the issue is again placed on the next agenda for the following meeting for the purpose of allowing the Board to again vote on the matter.
Meeting called to order at 9:38 a.m. Commissioners present were Gross, García, Sandoval, and Wolfson. Also present from Los Angeles Animal Services (LAAS) was General Manager (GM) Brenda Barnette, Assistant General Manager (AGM) Tammy Watson, Board Secretary Francine Acuña, and Deputy City Attorney (DCA) Judith Thompson.

Commissioner Gross opened the meeting, introduced staff, and provided an overview of the meeting agenda.

I. REGULAR COMMISSION MEETING

1. PUBLIC COMMENT

   Dan Guss – Discussed LAAS raid at Bark n’ Bitches. Discussed Commissioners recusal for agenda items.

   Wayne Spindler – Discussed allegations regarding major wrongdoing with animals.

   Armando Herman – Spoke about people on staff who injure and harm animals.

2. NEIGHBORHOOD COUNCIL COMMENTS - (Discussion with Neighborhood Council representatives on Neighborhood Council Resolutions or Community Impact Statements filed with the City Clerk which relate to any agenda item listed or being considered on this agenda for the Board of Animal Services Commissioners)

   Public Comment:

   Dan Guss – Commented regarding the mistreatment of animals in any household in the City and the use of animals as a part of domestic violence.

   Wayne Spindler – Suggested neighborhood councils do community impact statements whenever we have commissioners that are doing wrong.
Armando Herman – Discussed a struggle to provide a matter of information regarding domestic violence. Discussed three TRO’s from the City.

3. COMMISSION BUSINESS

A. Approval of the Minutes for Meeting of January 14, 2020.

Public Comment:

Dan Guss – Stated that during the last meeting he mentioned specific information regarding a Commissioner which is not published in the minutes.

Wayne Spindler – Inquired about stories related to Commissioners.

Armando Herman – Encouraged Board to include comments from previous meeting in the minutes.

Diana Mendoza – PETA – Stated nothing that has been said is in any way representative of PETA.

Commissioner Gross stated that the minutes should reflect Dan Guss’ statement that encouraged people to read his article in CityWatch regarding a special needs dog and a Commissioner.

Commissioner Gross moved to approve the minutes for the January 14, 2020 meeting with the above addition.

Commissioner Sandoval seconded and the motion was approved by a unanimous vote of 4-0.

Ayes:  Gross, García, Sandoval, and Wolfson

Noes:  None.

Absent:  Finsten.

4. ORAL REPORT OF THE GENERAL MANAGER

GM Brenda Barnette

• Focused on public relations events. An event was held last week for the grand opening of Love & Leashes in the Century City Mall. Love & Leashes is an extension of our shelter system. They take dogs and cats from our City shelters and take them to the Century City mall and adopt them out. Almost like a mobile adoption event.

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• Spoke at the L.A. Equestrian Committee meeting last night. The local horse community worry about the trail systems and want to know about rescues during fires. Recruited a few people who want to train on our equestrian volunteer committee that helps during disasters. There was a lot of talk about the accident about the horse on the bridge. No information is being released until the investigation is complete.
• Held a variety of adoption events with discounts and continue to grow our media presence.
• AGM Melissa Webber has left to Dallas. She brought a lot to the Department and for lifesaving. We will miss her presence and her ideas.
• We will be working with Dallas as they have done some innovative work with the Chameleon software. Aspire to report what activities are going on in the field and where. Look forward to having this in the City for us and our constituents.

Commissioner Gross asked for an update on the raid at Bark N’ Bitches.
GM Barnette stated it is an ongoing investigation. We did get a search warrant to go in and found it appropriate to seize the dogs that were present. They are being held and in good shape. Don’t know if our officers have completed the report or if it has been forwarded to the City Attorney’s office.
Commissioner Sandoval asked how many animals were confiscated.
GM Barnette stated there were 17 animals.

Public Comment:

Wayne Spindler – Made recommendations on what the GM’s report should include.

Armando Herman – Made recommendations for GM Barnette to conduct background checks.

Phyllis Daugherty – Love & Leashes is an attempt to set up a separate charity outside of the Department. GM Barnette advised to donate money to that charity rather than the City because the City might not use it for the animals. Someone there was referring us to someone who has a direct financial connection with that organization. Horse equestrian meeting and not one mention of asking them to have them license or microchip their animals. That should be mandatory like it is for dogs.

Dan Guss – Asked how can GM Barnette not check with the City Attorney about the raid before today’s meeting. Also asked why aren’t you taking advantage of people who are volunteering to take these animals into their homes.

5. COMMISSIONERS’ ORAL REPORTS AND FUTURE AGENDA ITEMS

Commissioner Gross:
• None

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Commissioner Garcia:
  • None

Commissioner Sandoval:
  • None

Commissioner Wolfson:
  • None

Agenda item continued to next meeting.

Public Comment:
None.

6. Board Reports

A. Authorize Contract No. C-129781 – Amendment No. 1 – Between the City of Los Angeles and Western University of Health Sciences College of Veterinary Medicine to Provide Spay/Neuter and Related Veterinary Services at the East Valley Animal Care Center (Action Item)

Public Comment:

Wayne Spindler – Stated to make sure animals are not spay/neutered in the wrong way.

Dan Guss – Expressed concerns regarding commissioner votes.

Armando Herman – Made public comments regarding commissioner recusals.

Commissioner Garcia made a motion to Authorize Contract No. C-129781 – Amendment No. 1 – Between the City of Los Angeles and Western University of Health Sciences College of Veterinary Medicine to Provide Spay/Neuter and Related Veterinary Services at the East Valley Animal Care Center.

Commissioner Gross seconded and the motion was approved by a unanimous vote of 4-0.

  Ayes: Gross, Garcia, Sandoval, and Wolfson
  Noes: None.
  Absent: Finsten

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B. Request for Qualification to Establish an On-Call Spay/Neuter Services List for Los Angeles Animal Services' Spay/Neuter Clinics, Spay/Neuter Mobile Clinics, and Spay/Neuter Support Services (Action Item)

Public Comment:

Wayne Spindler – Asked a question regarding spay and neutering.

Dan Guss – Stated he has written proposals and RFQ’s in the private sector. You need to make sure RFQ’s are open to potential vendors 24 hours a day/365 days a year. New vendors should be able to submit new RFQ’s 365 days a year. You’ll get better services and more value for your money. Commissioner’s problems are interfering with your ability to function efficiently.

Armando Herman – Raised a concern regarding people in the organization who don’t register dogs.

Commissioner Sandoval made a motion to authorize the Request for Qualification to Establish an On-Call Spay/Neuter Services List for Los Angeles Animal Services’ Spay/Neuter Clinics, Spay/Neuter Mobile Clinics, and Spay/Neuter Support Services.

Commissioner Garcia seconded and the motion was approved by a unanimous vote of 4-0.

Ayes: Gross, Garcia, Sandoval, and Wolfson

Noes: None.

Absent: Finsten

C. Report Back on the posting of Spay/Neuter billboards citywide (Information Item)

Agnes Sibal provided a report back on the costs of Spay/Neuter billboards citywide. For a one-month billboard campaign, the cost would be approximately $3,000 - $15,000/month, this amount does not include the production costs.

Agnes suggested other alternatives that are cost-efficient such as using the Next Door social networking service for neighborhoods or DASH ads. Next Door is a free online service that generates a lot of views, comments, and reactions. For the DASH ads there is a printing cost of $235 and a $280 posting fee to place 28 posters (14 English and 14 Spanish) on 14 buses on three different routes within the Valley area resulting in approximately $515.

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Commissioner Gross asked about bumper stickers for City cars. AGM Watson stated bumper stickers were priced through General Services Division and were priced higher than an outside vendor. The Department is working on getting that vendor approved.

Commissioner Sandoval requested a report back on quotes for a smaller billboard.

Public Comment:

Wayne Spindler – Stated that advertising on bus benches is getting people interested.

Phyllis Daugherty – Stated the best place to put notifications are close to where people frequently shop such as 99cent stores or churches in low income areas. Also discussed the use of spay/neuter bumper stickers. Big billboards don’t work.

Dan Guss – Suggested personnel make presentations at store front churches where help is needed the most. Also stated some areas of concern due to taboo issues and religious beliefs.

Armando Herman – Stated billboards should be posted near the State Bar of California


Public Comment:

Wayne Spindler – Stated there is an ethical responsibility to report wrong doings to donors.

Armando Herman – Called for a complete investigation and an audit because people do things behind closed doors.

Dan Guss – Asked where is the income from the block of licenses from Best Friends. You are doing irreparable harm to the Animal Welfare Trust Fund by transferring money in and out from Spay/Neuter Fund to Animal Welfare Trust Fund.

E. Quarterly Personnel Update

AGM Tammy Watson stated we have a total 379 positions and 56 vacancies. Currently at a 15% vacancy rate. We have hired two Admin Clerks, five Animal License Canvassers, five Animal Control Officers all through the Targeted Local Hire Program and one Public Information Director. We currently have 17 vacancies

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for Animal Care Technicians; five will start on February 3 and an additional five will tentatively start on February 24. We have 35 vacancies for Animal Control Officers and are continually working with the Personnel Department. We have six candidates who were given conditional job offers and are now in medical review. This week we will be getting an additional 15 names from the eligible list for Animal Control Officers.

Public Comment:

Wayne Spindler – Commented regarding hiring.

Phyllis Daugherty – Stated concern about the people being hired from the Targeted Local Hire Program and going out onto people’s properties for the purpose of collecting money on behalf of the Department.

Dan Guss – Stated that there is an exodus of ACO’s. You should be reporting the net gain or net loss of each position.

Armando Herman – Stated the City has a discriminatory of hiring. Homeless people need jobs.

7. ADJOURNMENT

Meeting ended at 11:09 a.m.

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Larry Gross, President
Olivia E. García, Vice President
   Alisa Finsten
   Jose Sandoval
   Roger Wolfson

Meeting called to order at 9:34 a.m. Commissioners present were Gross and García. Also present from Los Angeles Animal Services (LAAS) was Assistant General Manager (AGM) Tammy Watson, Board Secretary Francine Acuña, and Senior Assistant City Attorney (SACA) Valerie Flores.

**Commissioner Gross** opened the meeting and stated that based on attendance we have not met quorum so we are unable to handle any commission business or discuss any agenda items. Agenda items will be continued to the next meeting.

I. **REGULAR COMMISSION MEETING**

   1. **PUBLIC COMMENT**

      **Dan Guss** – stated that allegations he spoke about at the last Commission meeting were on topic because it involved an alleged crime that took place within the City.

   2. **NEIGHBORHOOD COUNCIL COMMENTS** - (Discussion with Neighborhood Council representatives on Neighborhood Council Resolutions or Community Impact Statements filed with the City Clerk which relate to any agenda item listed or being considered on this agenda for the Board of Animal Services Commissioners)

      Public Comment:
      None

   3. **COMMISSION BUSINESS**

      Public Comment:
      None
4. ORAL REPORT OF THE GENERAL MANAGER
   
   Public Comment:
   None

5. COMMISSIONERS’ ORAL REPORTS AND FUTURE AGENDA ITEMS
   
   Public Comment:
   None.

6. Board Reports
   
   Public Comment:
   None

7. ADJOURNMENT
   
   Meeting ended at 9:38 a.m.

Please join us at our website: www.LAAnimalservices.com
Report to the Board of Animal Services Commissioners

MEETING DATE: February 25, 2020

REPORT DATE: February 3, 2020

SUBJECT: ACCEPTANCE OF A $400,000 GRANT AWARDED BY THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (ASPCA)

PREPARED BY: Catherine Chico

TITLE: Senior Management Analyst II

BOARD ACTION RECOMMENDED:

1. **ACCEPT** a total of $400,000 from the ASPCA as a two-year grant award for fee-waived public adoptions of cats and kittens in the amount of $360,000 and $40,000 for marketing and promotional activities;

2. **FORWARD** the acceptance of these grant funds to the Mayor and City Council for approval;

3. **APPROVE** the deposit of these funds into the appropriate accounts within the Animal Welfare Trust Fund – Fund No. 859 and restrict these funds for the designated purpose of fee-waived public adoptions of cats and kittens and marketing and promotional activities;

4. **AUTHORIZE** the Board of Animal Services Commissioners to authorize the transfer of ASPCA grant funds from the Animal Welfare Trust Fund – Fund No. 859 to the Animal Sterilization Fund – Fund No. 842 bi-annually for reimbursement of sterilization costs associated with all ASPCA sponsored fee-waived public adoptions of cats and kittens until the $360,000 is exhausted; and

5. **AUTHORIZE** the creation of a new appropriation account within the Animal Welfare Trust Fund – Fund No. 859 for marketing and promotional activities, entitled, "Marketing and Promotions".

"Creating a Humane LA"

AN EQUAL OPPORTUNITY EMPLOYER

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BACKGROUND:

On November 22, 2019, the Department of Animal Services (Department) submitted an application to the ASPCA for a grant in the amount of $400,000 to subsidize the cost of fee-waived public adoptions of cats and kittens and for marketing and promotional activities. On December 24, 2019, the ASPCA awarded Grant No. 201804-20620 in the amount of $400,000 to the Department per the attached Grant Agreement Reference (Agreement). The Agreement contains all grant requirements, timeliness, usage and reporting requirements.

The terms and conditions of the grant were accepted and agreed upon by the Department, the Agreement was signed and returned to the ASPCA and the funds were forwarded to the Department via Electronic Fund Transfer on January 17, 2020.

SUMMARY:

The Department is constantly seeking new and innovative avenues for encouraging animal adoptions in the City of Los Angeles and this grant will help to accomplish this goal while increasing the Department's live save rates. In 2019, kitten season was especially busy and acceptance of these funds will allow the Department to fund adoption events focused on cats and kittens in order to increase the chance of rehoming every healthy and adoptable animal.

Over the years, the Department has used a variety of strategies to encourage adoptions. One proven successful method is to offer fee waived adoptions. Documented data supports that when an organization has offered to subsidize adoption fees, adoption numbers have risen during the reduced fee period. Detractors to this method believe that reduced fee and/or fee waived adoptions devalue an animal and increase the potential for an animal to be abused, abandoned or neglected. Nationwide studies have gathered information from numerous adoption agencies and there is no evidence to support a greater likelihood of abuse or neglect in fee waived adopted animals.

This is the Department's fourth ASPCA grant. Prior grants were received in 2015, 2017, and 2018 but did not include funding for marketing or promotional activities.

The 2018 ASPCA grant subsidized a total of 6,639 free cat and kitten adoptions which positively impacted our overall live save rate.

FISCAL IMPACT:

No impact to the General Fund. Authorization to transfer the grant's funds held in the Animal Welfare Trust Fund – Fund No. 859 to Animal Sterilization Fund – Fund No. 842 is required to prevent the City's General Fund from subsidizing sterilization costs associated with ASPCA's sponsorship of fee-waived public adoptions of cats and kittens.
Report to the Board of Animal Services Commissioners  
SUBJECT: Acceptance of ASPCA Grant Funds

Approved:

Brenda F. Barnette, General Manager

Attachment: Grant Agreement Reference – Grant Number 201804-20620

**BOARD ACTION:**

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Grant Agreement Reference:

NAME: Los Angeles Animal Services
PROJECT: Fee waived public adoptions for Cats/Kittens (at risk animals) and Promotion
AMOUNT: $ 400,000
GRANT NUMBER: 201804-20620
GRANT TERM: 12/24/2019 - 12/24/2021
ASPCA GRANT OFFICER: Dave Betournay

GRANT ACCOUNT LOGIN: https://asPCA.fluxx.io

December 24, 2019

Brenda Barnette
221 N. Figueroa Street, Suite #600
Los Angeles, CA 90012

Dear Brenda Barnette,

The American Society for the Prevention of Cruelty to Animals (the “ASPCA”) is deeply honored to be able to grant to Los Angeles Animal Services (the “Grantee,” and together with the ASPCA, the “parties” and each a “party”) the amount of $ 400,000 (the “Grant”). These funds are designated for the purpose set forth below and as outlined in your grant request and as further described in this agreement (this “Agreement”) and, if applicable, its amendments: Fee waived public adoptions for Cats/Kittens (at risk animals) and Promotion (the “Project”).

Unless otherwise noted in the payment schedule below, the ASPCA shall pay the grant to the Grantee approximately two to six weeks following receipt of the signed original contract, including all pages. By signing this Agreement, you represent and warrant that Grantee will meet the obligations specified in this Agreement.

Intending to be legally bound and in consideration of the Grant provided to the Grantee and the desire of the Grantee to conduct the Project, the parties hereby agree to the following terms and conditions as of the first date listed above (the “Effective Date”):

1. Grantee Requirements.

The Grantee shall communicate with Dave Betournay (dave.betournay@aspca.org) (the “ASPCA Grant Officer”) according to the schedule and additional instructions (if applicable) to review and evaluate the use of the Grant funds.
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<td>Final Report</td>
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Requirements must be submitted through your ASPCA Grants account at: [https://aspcap.fluxx.io/](https://aspcap.fluxx.io/)

An explanation of additional grant requirements you may be asked to fulfill are described in Schedule 1 and on our website at aspcapro.org/grant-reporting-requirements.

You are required to provide additional information relating to this Grant upon the ASPCA's request. Such additional information may include but is not limited to: receipts (up to three years after the Grant end date), photographs, and press information. In addition, you are 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 the Grantee. The ASPCA will provide you with reasonable notice of any such request unless otherwise mutually agreed upon.

You may submit requirements upon completion at any point during the grant term. Organizations that fail to submit required documentation in a timely manner may jeopardize future grants and/or grant payments. Should you need a due date extension, please forward your request, prior to the due date, to dave.betournay@aspcap.org with the requirement type (e.g. Progress Report, Final Report, etc.), an explanation for your request (including the reason for the anticipated delay) and your preferred new due date.

2. Use of Grant Funds. The ASPCA shall pay the Grant to the Grantee according to the following approximate schedule:

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<td>761247</td>
<td>12/24/19</td>
<td>$400,000</td>
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Please note that payment is contingent upon our receipt of the signed contract, including all pages of the Agreement and original signature on the Agreement, from you. The ASPCA will not advance Grant funds until all required documents have been received and reviewed. Please return the originally executed agreement as soon as possible in order to expedite payment.

The Project shall consist of the activities outlined in the Grant request submitted to the ASPCA that pertain to “Fee waived public adoptions for Cats/Kittens (at risk animals) and Promotion”.

The Grantee agrees that it is the sole employer of all individuals who are compensated in whole or in part with Grant funds, or whose employment, fellowship or internship position arises in any way as a direct or indirect result of the Grant (each a “Funded Position”). The Grantee further agrees that it is exclusively responsible for the classification and engagement of any contractors whose fees and/or expenses are paid in whole or in part with Grant funds (“Funded Contractor”). Accordingly, the Grantee agrees that with respect to any Funded Position and/or any Funded Contractor, the Grantee is exclusively responsible for compliance with, and will comply with, any and all applicable federal, state and local employment laws, regulations and rules, including, but not limited to, any employer
obligations to: (a) timely pay all wages or other compensation due; (b) withhold and remit employment taxes; (c) administer any required discipline; (d) provide insurance coverages; (e) prohibit discrimination or harassment based on any protected characteristic; and (f) provide any required leave or accommodation. The Grantee acknowledges and agrees that the parties to this Agreement are in the relationship of Grantor and Grantee, and the use of Grant funds for Funded Positions and/or Funded Contractors does not constitute a joint venture, affiliation, or joint employment relationship of any kind.

The Grantee acknowledges and agrees that the grant shall be used exclusively for costs incurred directly in connection with the Project and as set forth in this Agreement, and that failure to do so will result in the Grantee having to return the grant to the ASPCA within ten (10) days of the ASPCA’s request to do so.

The Grantee agrees that at no time will any funds it receives from the ASPCA be used to attempt to influence the outcome of any selection, nomination, election, or appointment of any individual to any public office or office of a political organization within the meaning of Internal Revenue Code Section 527(e)(2), and shall furthermore not use any of the funds it receives from the ASPCA to participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

The Grantee hereby grants to the ASPCA a license to use the Grantee’s name and trademarks on materials directly related to the activities of the Project and/or the Grant. The Grantee Key Contact is Annette Ramirez (the “Grantee Key Contact”), and the Grantee Key Contact shall communicate with Dave Betournay (dave.betournay@aspca.org) on an as-needed basis to review and evaluate the use of the Grant funds. The Grantee Key Contact is encouraged to contact the ASPCA Grant Officer at any time to communicate information related to the grant, and must contact the ASPCA Grant Officer as soon as practicable if the Grantee expects that it may need to make any changes to the Project, or it encounters circumstances that may substantially impact outcomes or goals stated in the application or enumerated in this contract.

For projects that include grant funds used to purchase food for a gathering of individuals, including at conferences, trainings and other events sponsored by the ASPCA, the Grantee will limit the use of ASPCA funds to purchase vegetarian, vegan, fish or welfare-certified meat products only. “Welfare-certified meat products” shall mean products that are from farms, obtained either directly or through another supplier (restaurant, retailer, etc.), that are certified by at least one of the following certification programs: (a) Animal Welfare Approved; (b) Certified Humane; and/or (c) Global Animal Partnership, Steps 2 and above. For more information about welfare-certified products or where to locate welfare-certified products, please visit http://www.aspca.org/take-action/help-farm-animals/finding-higher-welfare-products.

Employees, volunteers or other associates of the Grantee whose food expenses are reimbursed or otherwise paid from ASPCA grant funds, including, but not limited to beneficiaries of travel stipends and scholarships, are strongly encouraged to choose higher-welfare meat products, fish, vegan or vegetarian food.

3. Acknowledgement of ASPCA Support. In consideration of the grant, the Grantee shall publicly acknowledge that the Project was made possible through a generous grant from the ASPCA and shall reference the ASPCA 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. The Grantee shall submit the Project Materials for review and approval by the ASPCA Grant Officer 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 Grantee without the prior
written approval of the ASPCA Grant Officer. The ASPCA hereby grants to the Grantee 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 Grantee to remove all references to the ASPCA’s involvement if the ASPCA determines that the Grantee is not fulfilling its obligations under this Agreement 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.

Jpegs of the ASPCA logo are included on the URL below for your use on your website or other collateral. Additional logos and badges can also be found there: http://aspcaapro.org/badges. Instructions regarding links to the ASPCA’s website can be found at this URL: http://www.aspca.org/about-us/linking-policy.

For assistance regarding recognition of your Grant, including press releases, advisories, or general media outreach, please contact the ASPCA’s Media Department at press@aspca.org. A suggested press release template is provided as Schedule 2 as a helpful guide. Social media tips are provided on Schedule 3.

4. Records. The Grantee will keep accurate books and records with respect to the grant in accordance with generally accepted accounting principles and business practices. The Grantee will maintain its books and records in such a manner that the receipts and expenditures of the Grant funds will be shown separately on such books and records in an easily checked form. The Grantee will keep records of receipts 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 the Grantee’s acceptance of the Grant through such period.

5. Maintenance of Tax-Exempt Status. In carrying out the Project, the Grantee shall comply with all applicable federal, state and local laws and regulations. If the Grantee is a 501(c)(3) organization, the Grantee certifies that it is in good standing with the Internal Revenue Service and shall notify the ASPCA immediately of any change in, or challenge by the Internal Revenue Service to, its status as a 501(c)(3) tax-exempt organization.

6. Termination. The ASPCA may, in its sole discretion (i) withhold payment of funds until in its opinion the situation has been corrected or (ii) declare the Grant terminated in any of the following circumstances:

a. If, as the result of the consideration of reports and information submitted to it by the Grantee or from other sources, the ASPCA, in its sole discretion, determines that continuation of the Project is not reasonably in furtherance of the ASPCA’s mission to provide effective means for the prevention of cruelty to animals throughout the United States (the “ASPCA Mission”) or that the Project is not being executed in substantial compliance with the grant request (or work plan as revised) or that the Grantee is incapable of satisfactorily completing the work of the Project;

b. In the case of any violation by the Grantee of the terms and conditions of this Agreement;

c. In the event of any change in, or challenge by the Internal Revenue Service to, the Grantee’s status as a 501(c)(3) tax-exempt organization if applicable; or

d. If it is revealed that, during the Project, the Grantee 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.
If the ASPCA terminates the Grant, it shall so notify the Grantee, whereupon it, if so requested by the ASPCA, shall promptly refund and pay back to the ASPCA any unexpended balance of the Grant funds in the Grantee’s hands or under its control.

Upon completion of the Project or termination of this Agreement for any reason, the ASPCA will withhold any further payments of Grant funds and the Grantee shall, at the option 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 6 will be final, binding and conclusive upon the Grantee.

7. **Unspent Grant Balance.** If the Grantee anticipates not spending or committing to spend the full grant amount within the Grant Term, the Grantee may request an extension to allow for more time to complete the Project without requesting additional funds. To request an extension, the Grantee must login to the ASPCA grants portal at [https://aspca.fluxx.io/](https://aspca.fluxx.io/) 30 days prior to the grant end date or earlier to provide the following: 1) a brief (2-3 sentence) explanation for why the extension is necessary, 2) any proposed changes to the Project budget line items, if applicable, and 3) a proposed new end date for the grant.

The ASPCA, in its sole discretion, may approve the extension request and extend the grant term to a date different from the Grantee’s proposed new end date. If the ASPCA declines the request for an extension, or if the Project is completed but carries a balance of unspent funds, the Grantee shall promptly refund and pay back to the ASPCA the unexpended balance.

8. **Future Funding.** The Grantee acknowledges that the ASPCA and its representatives have made no actual or implied promise of funding except for the amounts specified in this Agreement. If any of the Grant funds are returned or if the Grant is rescinded, the Grantee acknowledges that the ASPCA will have no further obligation to the Grantee in connection with this Grant as a result of such return or rescission.

9. **Modification.** No amendment or modification of this Agreement shall be valid, unless made in writing and duly executed by the parties hereto. To request a modification, the Grantee must login to the ASPCA grants portal at [https://aspca.fluxx.io/](https://aspca.fluxx.io/).

10. **Miscellaneous.** This Agreement is intended to be binding upon the Grantee and the ASPCA. This Agreement represents the final agreement between the parties with respect to the subject matter hereto, and supersedes any and all prior agreements, written or oral, between the parties with respect to the matters contained herein. This Agreement is not intended to, nor shall it be deemed to create, any partnership or joint venture between the Grantee and the ASPCA. This Agreement shall be interpreted, governed by and construed in accordance with the internal laws of the State of New York, without regard to the conflict of laws principles thereof. The parties hereto acknowledge and consent to personal jurisdiction and venue exclusively in New York, New York with respect to any action or proceeding brought in connection with this Agreement. This Agreement may be executed by the parties hereto in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which shall constitute together the same document.

If the terms and conditions of this Agreement are acceptable, please sign this Agreement and return it to us. By signing this Agreement, you represent and warrant that you are capable of binding the Grantee to the terms set forth in this Agreement.
Sincerely,
THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

________________________________________
Beverly J. Jones, Esq.
Senior Vice President and Chief Legal Officer

ACCEPTED AND AGREED:

Los Angeles Animal Services

By (signature of CEO/President/Director): ____________________________

__________________________  ____________________________
Name/Title: Brenda Barnette  General Manager
Grantee ACH Payment Setup/Change Form

ASPCA uses ACH (Automated Clearing House) as the primary payment method. Please fill in remittance details on the page below.

Please check the appropriate box below:

☐ New ACH Payee: Complete ALL the information below if your organization has never received an ACH payment from the ASPCA before.

☒ Existing ACH Payee: Enter any changes below to your existing banking information if your organization has previously received an ACH payment from the ASPCA.

**ACH Payment Instructions**

Please provide the following information for electronic payment via ACH for the Payee listed below. Review this information carefully. It is the only information we have to ensure that funds will be deposited into the correct account.

**Payee:** City of Los Angeles - Department of Animal Services

**Bank Name:**

**Bank Address (U.S.-based only):**

**ABA/Routing Number (9-digits):**

**Account Name:**

**Account Number:**

**Account Type (e.g. Checking; Savings):**

**Remarks, if any:**

☐ If your organization prefers payment by CHECK, please click this box to opt out of ACH payments. Check will be mailed to the address below unless otherwise indicated:

<table>
<thead>
<tr>
<th>Mailing Address:</th>
<th>Alternate Address (optional):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annette Ramirez</td>
<td></td>
</tr>
<tr>
<td>Los Angeles Animal Services</td>
<td></td>
</tr>
<tr>
<td>221 N. Figueroa Street, Suite #600</td>
<td></td>
</tr>
<tr>
<td>Los Angeles, CA 90012</td>
<td></td>
</tr>
</tbody>
</table>

THANK YOU!
Schedule 1: Grant Reporting Requirements

We require ASPCA grantees to fulfill a variety of requirements based on the grant size and purpose. We make every effort to minimize the reporting burden on grantee while employing best practices in all of our grants programs.

Please follow these guidelines when submitting requirements:

- Submit ALL requirements online by logging into your ASPCA Grant Account at [https://aspca.fluxx.io/](https://aspca.fluxx.io/).
- Please adhere to the due dates – you may submit fulfilled requirements at any point during the grant term. Should you need extra time to submit any particular requirement, please login to your ASPCA Grant Account prior to the due date with 1) a request for a due date extension, 2) the preferred due date and 3) an explanation for the request.

Grantees will be asked to submit some or all of the following requirements:

- **Final Report** - indication of results/outcomes and an analysis of your project plus an estimation or exact indication, if measurable, of the number of animals impacted by the grant. Narrative text entry and/or upload.

- **Financial Report/Receipts** - a comprehensive list of expenditures for which grant money had been used (typically best submitted in a spreadsheet). Financial Reports for projects that produce accurate, easily measurable outputs, such as targeted spay/neuter programs, should identify the cost per animal as part of a detailed report on the project. Receipts and/or invoices should be uploaded when appropriate. Narrative text entry and/or upload.

- **Photos** - Generally, we ask for photos that show pictorial evidence of the intended use of funds; we may also ask for photos associated with human interest stories for promotional purposes. Narrative text entry for captions plus uploads.

- **Press Information** - links to or uploads of press releases, clips or links showing recognition of the ASPCA’s grant for your project. You can also include stories, anecdotes, quotes, and social media posts that could be used for promotional purposes including human interest stories with accompanying photos. Narrative text entry and/or upload.

- **Progress Report** - an interim report designed to inform your grant officer on the status of the project. Narrative text entry and/or upload.

- **Signed Amendment** - an interim report designed to inform your grant officer on the status of the project. Narrative text entry and/or upload.

- **Signed Contract** – all grant awards payments are contingent upon your submission of your signed contracts. Electronic signature (DocuSign) is preferred. (If you are unable to sign and send your contact electronically, please email it to grants@aspca.org, or mail to: ASPCA, Attn: Grants Department, 520 8th Avenue, 7th Floor, New York, NY 10018).

- **Site Visit** – indicates that a grant officer wishes to make a physical site visit of your facility during the grant term, sometimes as a condition of payment or to provide your organization with additional non-cash outreach and resources.
Schedule 2: Press Release Template (Optional)

Your Organization's Logo Here

[DATE]

Media Contact: [NAME]
[PHONE] / [EMAIL]

Headline
Subheader

[City], [State]—The [Organization] today announced (general information about the initiative/program/event/grant)

“Compelling opening statement about a problem,” said Spokesperson, title. “Quote that includes more information about how the funding will assist in impacting animals.” (Example: “Many families have sadly had to part with their pets in recent years as a result of the economic downturn,” observes Jane Doe, director of shelter operations. “These funds will help expand our safety net program in order to keep more families together.”)

Optional quote from the ASPCA (must contact ASPCA Media Department press@aspca.org)

Paragraph with detailed information about initiative/program/event/grant.

For more information, please visit [website].

About [Organization]

History and background of your organization.

###
Schedule 3: Social Media Tip Sheet for Grantees

Why Use Social Media?

Using social media tools such as Facebook, Twitter, YouTube, and blogs to spread the word about your organization and the great work it does can be a powerful and cost-effective strategy for capturing the attention of potential and existing adopters and donors. If you aren’t already using social media, here are three of the most compelling reasons to do so:

e.  □ **The potential reach of social media is immense.** In contrast to more conventional publicity vehicles, such as printed advertisements, nearly everyone has equal access to your message, and your audiences can easily and immediately share that message with their audiences, helping it go exponentially farther. Social media tools make it easier to see who you’re reaching and easier to interact with your constituents, and thereby build and strengthen connections with them.

f.  □ **Social media tools are free.** There is no cost to sign up for accounts on Facebook, Twitter, YouTube, or blogging sites such as WordPress or Blogger, which eliminates barriers to entry for cash-conscious organizations. Social-media-savvy volunteers can provide pro bono assistance in promoting your organization’s work with these tools.

g.  □ **Brevity is a virtue.** In the social media realm, lengthy appeals can be counterproductive—usually a few words or lines, a brief story, a photo, or a video can be ideal for generating substantial interest in your efforts. There’s no need to use every available social media platform—choose only the one(s) that best fit your organization’s communication style.

ASPCA Grant Publicity Guidelines

Social media tools make it easy to share news about your ASPCA grant and the project it is supporting! Updates on your successes that engage readers, along with clear and colorful photos and videos that showcase those successes, will help your group to attract more followers. We encourage you to publicize your funded project—and if you do, please loop in your grant officer to let him/her know!

Connect with us...

...on Twitter at @aspca and @aspcapro
Using the #aspcagrant hashtag to share news of your ASPCA grant and its impact makes it easy for adopters and donors across the Twittersphere to catch wind of your success, whether or not they’re already followers.

...on Facebook at facebook.com/aspcap and facebook.com/ASPCAPro
Becoming a “fan” of ours and creating a “fan” page of your own makes it easy for the ASPCA, other organizations, and the general public to learn about your organization and the great work you do, and to share your success with others. We hope you’ll “like” us!

...on YouTube at youtube.com/aspcap and youtube.com/ASPCAPro
Many smartphones make it easy to shoot and upload videos to YouTube, which provides a powerful platform for your audiences to literally see your work in action. Subscribe to the ASPCA’s channel and see how other animal welfare organizations are using YouTube to bring their efforts to life.

Resources
• **ASPCAPro Resource Library** ([http://www.aspcapro.org/resource-library](http://www.aspcapro.org/resource-library)) – This repository of articles, tip sheets, and webinars has been developed specifically to serve the needs of our grantees.
• **The Social Animal** ([http://www.thesocialanimal.com/](http://www.thesocialanimal.com/)) – A blog focused on helping animal welfare advocates use social media tools to accomplish their mission more effectively.
• **Beth Kanter’s Blog** ([http://www.bethkanter.org/](http://www.bethkanter.org/)) – A blog focused on helping nonprofits use social media and other digital tools to achieve social change.
Report to the Board of Animal Services Commissioners

MEETING DATE: February 25, 2020

REPORT DATE: February 19, 2020

SUBJECT: BEQUEST FROM THE ESTATE OF KENNETH G. ANDERSON AS A GIFT IN THE NAME OF ROSEMARY LONG ANDERSON

BOARD ACTION RECOMMENDED:

1. ACCEPT a bequest from the Estate of Kenneth G. Anderson as a gift in the name of his wife, Rosemary Long Anderson to the South L.A. Animal Shelter located at 1850 W. 60th Street, Los Angeles, CA 90047 in an amount estimated at this time to exceed $3,000,000 (Bequest), conditioned upon the probate court's approval;

2. REQUEST the City Council to accept the Bequest, conditioned upon the probate court's approval;

3. REQUEST the Office of the City Attorney to file a petition on behalf of the Department of Animal Services and its Animal Welfare Trust Fund in support of the probate petition filed by the Estate of Kenneth G. Anderson;

4. AUTHORIZE the creation of a new appropriation account within the Animal Welfare Trust Fund – Fund No. 859 entitled, "Rosemary Long Anderson Gift";

5. APPROVE the deposits of the initial liquidated funds and all residual liquidated funds into the "Rosemary Long Anderson Gift" appropriation account within the Animal Welfare Trust Fund – Fund No. 859 and restrict said funds for the humane treatment of animals, including providing for their protection, health, safety, and welfare;

6. INSTRUCT the Department of Animal Services to provide a report to the Board of Animal Services Commissioners upon receipt of the bequest's final disbursement of liquidated funds;

"Creating a Humane LA"

AN EQUAL OPPORTUNITY EMPLOYER

Visit our website at www.LAAnimalServices.com
7. **INSTRUCT** the Department of Animal Services to prepare an annual report to the Board of Animal Services Commissioners containing an account balance for the "Rosemary Long Anderson Gift" and include an itemized listing of all prior year expenditures and proposed future expenditures; and

8. **FORWARD** the acceptance of this bequest to the Mayor and City Council for approval.

**BACKGROUND:**

On August 24, 2018, Kenneth G. Anderson died in the County of Los Angeles. He was a longtime resident of the City. His will, which was admitted to probate on November 19, 2018, directed the residue of his estate to be donated to an animal shelter (without naming a specific entity). At the time of his death, Mr. Anderson had prepared an unexecuted Living Trust designating the South L.A. Animal Shelter as the specific charitable entity with respect to the disposition of the residue of his trust estate whereas his Will. The Estate’s Executor believes the Animal Welfare Trust Fund, Fund No. 859 is the appropriate charitable organization based upon its stated purpose to enhance the quality of life for shelter and other animals by funding animal supplies, medical equipment, improvements to Animal Shelters and other animal welfare-related projects undertaken by the Department.

In January 2020, the Department was contacted by Attorney James H. Sipple, on behalf of the Executor for the Estate of Kenneth G. Anderson notifying the Department that its South Los Angeles Shelter had been identified by the Estate’s Executor to receive the residue of the descendant’s substantial estate which is expected at this time to exceed $3,000,000, should the court grant the Executor’s petition scheduled for hearing on April 20, 2020, in the Central-Stanley Mosk Courthouse of the Superior Court of California, County of Los Angeles, 111 North Hill Street, Los Angeles, CA 90012.

The Executor believes that the probate court would welcome a supporting petition, to be filed by the City Attorney, evidencing both the Board of Animal Services Commission’s and the City Council’s approval to accept the bequest as a gift to the City.

**SUMMARY:**

The Los Angeles Administrative Code, Section 5.200.1 (Receipt of Property) states that any gift or bequest to be used by the Department that exceeds $25,000 must be accepted by the City Council.

The Department requests authorization to accept the bequest from the Estate of Kenneth G. Anderson as a gift in the name of his wife Rosemary Long Anderson, subject to the court’s approval and for the City Attorney to file the City’s probate petition on behalf of the Department of Animal Services and its Animal Welfare Trust Fund.

The Department requests that the Commission accept the residue proceeds from the Estate of Kenneth G. Anderson as a gift in the name of his wife Rosemary Long Anderson, designated to the South L.A. Animal Shelter, located at 1850 W. 60th Street, Los Angeles, CA 90047. The gift shall be used for the humane treatment of animals, including providing for their protection, health, safety, and welfare.
Report to the Board of Animal Services Commissioners
SUBJECT: Bequest from the Estate of Kenneth G. Anderson as a Gift in the Name of His Wife Rosemary Long Anderson

FISCAL IMPACT:

There is no impact to the General Fund. This bequest will be deposited into the Department's Animal Welfare Trust Fund – Fund No. 859's newly established "Rosemary Long Anderson Gift" appropriation account, to be used to support the South L.A. Animal Shelter in accordance with the bequest from the Estate of Kenneth G. Anderson.

Approved:

[Signature]
Brenda F. Barnette, General Manager

Attachments: Notice of Hearing – Estate of Kenneth G. Anderson
Petition by Executor – Estate of Kenneth G. Anderson

BOARD ACTION:

_____ Passed

Disapproved _____

_____ Passed with noted modifications

Continued _____

_____ Tabled

New Date _____
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
James H. Sipple, Esq. (SBN 206576)  
Richard M. Stem, Esq. (SBN 089313)  
BONER STERN & SIPPLE, APC  
591 Camino De La Reina, Ste. 710, San Diego, CA 92108  
TELEPHONE NO.: (619) 295-7100  
E-MAIL ADDRESS (Optional):  
ATTORNEY FOR (Name): Scott Armsworth  
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES  
STREET ADDRESS: 111 NORTH HILL STREET  
MAILING ADDRESS: Same  
CITY AND ZIP CODE: LOS ANGELES 90012  
BRANCH NAME: CENTRAL-STANLEY MOSK COURTHOUSE  
☑ ESTATE OF (Name): ☐ IN THE MATTER OF (Name):  
KENNETH G. ANDERSON  
☑ DECEDED ☐ TRUST ☐ OTHER  
CASE NUMBER: 18STPB09725

NOTICE OF HEARING—DECEDED’S ESTATE OR TRUST

This notice is required by law. This notice does not require you to appear in court, but you may attend the hearing if you wish.

1. NOTICE is given that (name): SCOTT ARMSWORTH  
(representative capacity, if any):  
has filed (specify).*

PETITION BY EXECUTOR FOR A COURT DETERMINATION OF THE PERSONS ENTITLED TO DISTRIBUTION OF THE DECEDED’S ESTATE, AND APPLICATION OF CY PRES DOCTRINE;

DECLARATION OF LAWRENCE ZUCKER IN SUPPORT OF PETITION BY EXECUTOR FOR A COURT DETERMINATION OF THE PERSONS ENTITLED TO DISTRIBUTION OF THE DECEDED’S ESTATE, AND APPLICATION OF CY PRES DOCTRINE

2. You may refer to the filed documents for more information. (Some documents filed with the court are confidential.)

3. A HEARING on the matter will be held as follows:

a. Date: APRIL 20, 2020 Time: 8:30 AM Dept.: 4 Room:

b. Address of court ☑ shown above ☐ is (specify):

Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available upon request if at least 5 days notice is provided. Contact the clerk’s office for Request for Accommodations by Persons With Disabilities and Order (form MC-410). (Civil Code section 54.8.)

* Do not use this form to give notice of a petition to administer estate (see Prob. Code, § 8100 and form DE-121) or notice of a hearing in a guardianship or conservatorship (see Prob. Code, §§ 1511 and 1822 and form GC-020).
1. I certify that I am not a party to this cause.
2. A copy of the foregoing Notice of Hearing—Decedent's Estate or Trust
   a. was posted at (address):
   
   b. was posted on (date):

Date:

Clerk, by ________________________, Deputy

PROOF OF SERVICE BY MAIL *

1. I am over the age of 18 and not a party to this cause. I am a resident of or employed in the county where the mailing occurred.
2. My residence or business address is (specify):

   591 Camino De La Reina, Suite 710, San Diego, CA 92108

3. I served the foregoing Notice of Hearing—Decedent's Estate or Trust on each person named below by enclosing a copy in an
envelope addressed as shown below AND
   a. ✔ depositing the sealed envelope on the date and at the place shown in item 4 with the United States Postal Service
      with the postage fully prepaid.
   b. ■ placing the envelope for collection and mailing on the date and at the place shown in item 4 following our ordinary
      business practices. I am readily familiar with this business's practice for collecting and processing correspondence for
      mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary
      course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

4. a. Date mailed: 2/06/2020  b. Place mailed (city, state): Carlsbad, CA

5. ✔ I served with the Notice of Hearing—Decedent's Estate or Trust a copy of the petition or other document referred to in the
   Notice.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 2/06/2020

SANDRA L. EVANS

(TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)

(SIGNATURE OF PERSON COMPLETING THIS FORM)

NAME AND ADDRESS OF EACH PERSON TO WHOM NOTICE WAS MAILED

<table>
<thead>
<tr>
<th>Name of person served</th>
<th>Address (number, street, city, state, and zip code)</th>
</tr>
</thead>
</table>
| 1. Eudorgina Humphrey | 4917 Gulfstream Circle
Virginia Beach, VA 23464 |
| 2. Nancy S. Long      | 3876 Zuber Road
Orient, OH 43146 |
| 3. Brenda Severs      | 4382 Jody Drive
Grove City, OH 43123 |
| 4. Office of the Attorney General | 1300 "I" Street
Sacramento, CA 95814-2919 |

✔ Continued on an attachment. (You may use Attachment to Notice of Hearing Proof of Service by Mail,
form DE-120(MA)/GC-020(MA), for this purpose.)

* Do not use this form for proof of personal service. You may use form DE-120(P) to prove personal service of this Notice.
<table>
<thead>
<tr>
<th>No.</th>
<th>Name of person served</th>
<th>Address (number, street, city, state, and zip code)</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Timothy Gray, Esq.</td>
<td>28202 Cabot Road, Ste. 300 Laguna Niguel, CA 92677</td>
</tr>
<tr>
<td>6</td>
<td>The Animal Welfare Trust Fund 859</td>
<td>c/o The City of Los Angeles, Dept. of Animal Services 221 N. Figueroa St., Ste. 600, Los Angeles, CA 90012</td>
</tr>
<tr>
<td>7</td>
<td>South LA Animal Shelter</td>
<td>1850 W. 60th Street Los Angeles, CA 90047</td>
</tr>
</tbody>
</table>
Petitioner, SCOTT ARMSWORTH (Friend of Decedent; Executor of the Decedent’s Estate; residing at 1357 Garlingford Street, Costa Mesa CA 92626), as the Executor of the Estate of KENNETH G. ANDERSON, hereby submits this Petition by Executor For a Court Determination of the Persons Entitled to Distribution of the Decedent’s Estate and Application of Cy Pres Doctrine as follows:

INTRODUCTION

1. The Decedent executed a holographic Will which has been admitted to probate. Under such Will, the residue of the Decedent’s estate is directed to be disposed of as follows: “My estate is to be liquidated and the proceeds donated to an animal shelter in the name of my beloved wife and dear companion Rosemary L. Anderson.” The Will does not designate a
specific entity to receive said gift or grant a power to the Executor or any other person to
designate such entity. Therefore, Petitioner seeks construction by the Court for the disposition of
the residue of the Decedent’s estate under such Will admitted by this Court to Probate.

2. Petitioner believes the Decedent possessed a general charitable intent and
underlying motivation to provide for the humane treatment of animals, including providing for
their protection, health, safety and welfare. This general charitable intent may be determined
from the Decedent’s Will and is bolstered by extrinsic evidence including, a separate writing and
verbal communications by the Decedent. Specifically, the Decedent’s Will provides the residue
to pass to an “animal shelter,” which commonly refers to an establishment supported by
charitable contributions and provides a temporary home for dogs, cats, and other animals that are
offered for adoption. Additionally, a separate writing prepared by the Decedent and delivered to
another attorney, Lawrence Zucker, indicated a desire to benefit the South LA Animal Shelter
whose stated mission is to promote and protect the health, safety and welfare of animals and
people. Further, the Decedent on numerous occasions, both before and after the execution of his
Will, communicated his charitable intent to attorney Zucker. Finally, subsequent to the execution
of the Decedent’s Will, the Decedent told Petitioner the majority of his estate was to pass to an
“animal charity” when advising Petitioner of the location of his Will,

3. Despite the Decedent’s Will not naming a specific charity to receive the residuary
of his estate, Petitioner requests the Court apply the Cy Pres doctrine such that the residue of the
Decedent’s estate shall pass in a manner to carry out the general charitable intent of the Decedent.
Specifically, subject to obtaining a future Order from this Court for the Distribution of the Estate
of the Decedent, Petitioner requests the Court authorize and direct the distribution of the residue
of the Decedent’s estate to The Animal Welfare Trust Fund 859, as Trustee, to administer such
gift to provide for the humane treatment of animals, including providing for their protection,
health, safety and welfare.

JURISDICTION

4. Standing. Petitioner, SCOTT ARMsworth, qualified as Executor of the Estate
of KENNETH G. ANDERSON and Letters Testamentary were issued to Petitioner on December
21, 2018. At all times since then Petitioner has been and is now the duly qualified Executor of the
Decedent's Estate.

5. **Jurisdiction and Venue.** Decedent, KENNETH G. ANDERSON, died on August
24, 2018, in the County of Los Angeles, State of California, and was a resident of said County.
The Decedent's holographic Will dated May 23, 2018, was admitted to probate by Order of this
Court on November 19, 2018. Attached hereto as Exhibit "1" is a true and complete copy of said
Will. The administration of the Decedent’s estate is ongoing. This Court has jurisdiction over this
proceeding which concerns the construction of the Decedent’s Will.

**FACTUAL BACKGROUND**

6. Decedent, KENNETH G. ANDERSON, was a Partner in a law firm and his
primary area of practice was civil litigation. The Decedent’s wife, Rosemary L. Anderson,
predeceased him on September 3, 2015. The Decedent did not have any children, including
adopted persons nor persons which he would have adopted but for a legal barrier thereto. On May
23, 2018, the Decedent prepared and executed a holographic Will in which he directed the residue
of his estate to be disposed of as follows: “My estate is to be liquidated and the proceeds donated
to an animal shelter in the name of my beloved wife and dear companion Rosemary L.
Anderson.” Additionally, the last provision of the Decedents Will specifically states “I disinherit
all other family members.”

7. In June 2018, subsequent to the execution of the Decedent’s Will, the Decedent
told Petitioner the majority of his estate was to pass to an “animal charity” when the Decedent
advised Petitioner of the location of his Will.

8. Further, during the Decedent’s lifetime, the Decedent discussed with attorney
Lawrence Zucker, one of his Partners at his law firm, his desire to prepare a Living Trust. See
"Declaration of Lawrence Zucker in Support of Petition by Executor For a Court Determination
of the Persons Entitled to Distribution of the Decedent’s Estate and Application of Cy Pres
Doctrine,” filed herewith ("Zucker Decl.") at Paragraph 4, lines 7-8. Mr. Zucker is also a civil
litigation attorney, but had some experience earlier in his career regarding the formation of
Trusts. See Zucker Decl. at Paragraph 4, lines 8-9. The Decedent discussed with Mr. Zucker on

*Petition by Executor for a Court Determination of Persons Entitled to Distribution of the Decedent’s Estate*  
*and Application of Cy Pres Doctrine*
numerous occasions, including before the passing of the Decedent’s wife and after her passing, regarding his intention to have the residue of his estate to go to an animal shelter to support their charitable causes, and to omit the Decedent’s natural heirs. See Zucker Decl. at Paragraph 4, lines 9-12. However, the specific animal shelter the Decedent desired to benefit had not been determined and was a matter he was considering. See Zucker Decl. at Paragraph 5, lines 20-23.

9. On or about July 8, 2018, the Decedent provided Mr. Zucker with an unexecuted draft of a simple Trust agreement titled the "REVOCABLE LIVING TRUST BY Kenneth G. Anderson" ("Living Trust") for his thoughts and comments. See Zucker Decl. at Paragraph 5, lines 13-16. Attached hereto as Exhibit "2" is a true and complete copy of said Living Trust. Schedule “B” to the Living Trust directed, after providing for certain gifts, that the residue of the trust estate be liquidated and disposed of as follows: “The liquidated proceeds are to be given as a gift in the name of Rosemary Long Anderson to the South LA Animal Shelter which, at the time of this writing, was located at 1850 W. 60th Street, Los Angeles, CA 90047.”

10. Mr. Zucker briefly reviewed the Living Trust prepared by the Decedent, and considered the document basic given the value of the Decedent’s estate. See Zucker Decl. at Paragraph 6, lines 25-26. Thereafter, on or about July 18, 2018, Mr. Zucker provided the Decedent with a sample Trust Agreement, which the Decedent could incorporate his desired terms therein (i.e., Name of Trust, Trustee and dispositive terms), for his consideration. See Zucker Decl. at Paragraph 6, lines 26-28. When Mr. Zucker subsequently discussed the same with the Decedent, the Decedent indicated he was still procrastinating on the matter. See Zucker Decl. at Paragraph 6, lines 28, and 1-2. The Decedent subsequently died unexpectedly on August 24, 2018.

11. After the Decedent’s Death, the Decedent’s Will was found by the Executor at the Decedent’s residence in such place the Executor had been previously advised by the Decedent during his lifetime. The Decedent’s Will was executed on May 23, 2018. The Decedent’s Will was executed before the date the Living Trust was provided to Mr. Zucker on or about July 8, 2018. However, on the Decedent’s office computer, Mr. Zucker was able to locate an electronic copy of the unexecuted Living Trust previously provided to him by the Decedent. Further, Mr.
Zucker was able to determine from the file log on the Decedent’s computer that it was either prepared or last modified on February 9, 2018. See Zucker Decl. at Paragraph 8, lines 8-11. A date before the execution of the Decedent’s Will.

12. The substantive difference between the Decedent’s executed Will, which has been admitted to Probate, and the Decedent’s unexecuted Living Trust with respect to the disposition of the residue of the trust estate is the Living Trust designated a specific charitable entity to receive the residue (the South LA Animal Shelter), whereas the Decedent’s Will generally directs the residue be donated to an animal shelter (without naming a specific entity).

CONSTRUCTION OF WILL AND APPLICATION OF CY PRES DOCTRINE

13. Probate Code §11700 authorizes a general personal representative, at any time after letters are first issued and before an order for final distribution is made, to file a petition for a court determination of the persons entitled to distribution of the decedent’s estate. The petition shall include a statement of the basis for the petitioner’s claim.

14. Probate Codes §7000 and §7001 provide for the transfer of property upon the death of a decedent and once the administration of a decedent’s estate has been completed. Specifically, Probate Code §7000 and §7001 state as follows:

“§7000. Subject to Section 7001, title to a decedent’s property passes on the decedent’s death to the person to whom it is devised in the decedent’s last will or, in the absence of such a devise, to the decedent’s heirs as prescribed in the laws governing intestate succession.”

“§7001. The decedent’s property is subject to administration under this code, except as otherwise provided by law, and is subject to the rights of beneficiaries, creditors, and other persons as provided by law.”

15. Probate Code §21102 provides the intention of a decedent as expressed in a Will controls the legal effect of the dispositions made under such Will. Specifically, Probate Code §21102 states:

“(a) The intention of the transferor as expressed in the instrument controls the legal effect of the dispositions made in the instrument.

(b) The rules of construction in this part apply where the intention of the transferor is not indicated by the instrument.

(c) Nothing in this section limits the use of extrinsic evidence, to the extent
otherwise authorized by law, to determine the intention of the transferor.”

16. Further, regarding the interpretation of a Will, Probate Code §21120 provides in relevant part that “[p]reference is to be given to an interpretation of an instrument that will prevent intestacy or failure of a transfer, rather than one that will result in an intestacy or failure of a transfer.”

17. Finally, Probate Code §21122 provides in relevant part that “[t]he words of an instrument are to be given their ordinary and grammatical meaning unless the intention to use them in another sense is clear and their intended meaning can be ascertained.”

18. The Cy Pres doctrine is an equitable power of the Court which provides for a balance among the following well established rules of construction: (1) that a Will is to be construed so as to effectuate the intent of the testator; and (2) that a gift to charity should be effectuated whenever possible. (Estate of Klinkner (1978) 85 Cal. App. 3d 942, at 951.) In the Estate of the Gatlin, (1971)16 Cal. App 3d 644, the Court succinctly described the Cy Pres doctrine as follows:

“Briefly, cy pres is an equitable power which makes it possible for a court to carry out a testamentary trust established for a particular charitable purpose if the testator has expressed a general charitable intent, and for some reason his purpose cannot be accomplished in the manner specified in the will (Estate of Tarrant, 38 Cal.2d 42, 237 P.2d 505); the court, to meet unexpected contingencies, **297 directs the disposition of the property to some related charitable purpose in order to carry out the testator’s intention as nearly as possible (Estate of Loring, 29 Cal.2d 423),1 175 P.2d 524.”

19. A testator is said to have had a “general charitable intent” when the particular gift is of a generally charitable nature rather than to benefit a specific charitable entity. (Estate of Klinkner (1978) 85 Cal.App.3d 942, at 951.)

20. The Cy Pres doctrine has been applied to uphold a gift to charity where the Testator has not specified the precise charitable purpose to which the gift was to be applied or named a Trustee to administer the gift. (Estate of Quinn 156 Cal.App 2d 684.) However, the Cy Pres doctrine is generally held inapplicable when the testator has anticipated the possible failure of a gift by providing for an alternative disposition. (Estate of Klinkner (1978) 85 Cal.App.3d
21. In the Estate of Gatlin, (1971)16 Cal. App 3d 644, the sole issue was whether a
testator’s charitable gift should lapse because the institutions referred to in his Will could not be
identified by the names used, or should the Cy Pres doctrine be applied to carry out the testator’s
manifested charitable purpose. In holding the Cy Pres power should be exercised even though the
charitable institutions mentioned in the decedent’s Will could not be identified with any degree of
certainty, the Court found the decedent was motivated by, and that his Will expressed, a broad
charitable intent in relation to the named activities he desired to benefit.

The decedent in the Estate of Gatlin died leaving a holographic Will which disposed of
the residue of his estate as follows: “[t]he Balance of my Estate to be equally divided between
the home for the Blind and home for crippled children here in San Francisco, Calif.” The
Executor filed a petition to determine who was entitled to the residue of the estate because no
institution could be found by the names of the “home for the Blind” and the “home for crippled
children” in San Francisco, California. The lower Court ruled the gift lapsed and passed to the
settlor’s daughter, an intestate heir. Multiple charities that advance the causes for the Blind and
the Crippled in San Francisco appealed seeking application of the of the Cy Pres doctrine. The
Court reversed the lower Court’s ruling and found the Cy Pres doctrine should be applied to carry
into effect the testator’s evident desire to aid blind persons and crippled children.

As no extrinsic evidence was submitted, the Court looked solely to the language of the
decedent’s Will and found the Testator expressed a general charitable intent. First, the Court
noted the decedent’s Will directed the bulk of his property be divided between two institutions
engaged in comparable humanitarian activities which evidenced or expressed a broad charitable
intent in relation to the activities. Second, the Court noted by the testator casually referring to
each the “home for the Blind” and the “home for crippled children” in his Will (rather than the
proper names of an organization), evidenced or indicated the humanitarian activities were his
paramount concerns rather than gifts to specific institutions. Based upon the above, the Court
concluded the “[d]ecedent’s underlying motivation in leaving his property to the ‘home for the
Blind and home for crippled children here in San Francisco’ was to bring comfort and succor to
the blind of San Francisco as a class and to the crippled children of San Francisco as a class, and
that the ‘homes’ referred to in the will were the means by which his laudable aims were to be
accomplished; they were not the objects of his bounty.” In applying the Cy Pres doctrine, the
Court (1) directed the selection of any suitable organization or organizations located in the city
and county of San Francisco to act as trustee or trustees to carry into effect the testator’s evident
desire to aid blind persons and crippled children for the county and city of San Francisco and (2)
order the Executor to distribute the residue of the estate to such Trustee or trustees.

22. Petitioner seeks construction of the Will to carry out the Decedent’s general
charitable intent and underlying motivation to provide for the humane treatment of animals,
including providing for their protection, health, safety and welfare. Petitioner believes the
language of the Decedent’s Will and extrinsic evidence each support the Decedent’s evident
general charitable intent and desire to provide for the humane treatment of animals, including
providing for their protection, health, safety and welfare

First, the Decedent’s Will expresses the Decedent’s charitable intent by directing the
omission of his heirs and providing for the residue of his estate (comprising of the bulk of his
estate) to be liquidated and the proceeds thereof donated to an animal shelter in the name of his
beloved wife and dear companion Rosemary L. Anderson. The fact the Decedent used the word
“donated” and that such gift to an animal shelter was to be made in the name of his wife is
consistent with the language of a charitable gift and supports his charitable intent. Further, the
term “animal shelter” commonly refers to an establishment supported by charitable contributions
which provides a temporary home for dogs, cats, and other animals that are offered for adoption.
In broader terms, animal shelters generally provide for the humane treatment of animals,
including providing for their protection, health, safety and welfare, which was the paramount
concern of the Decedent.

Second, extrinsic evidence also supports and bolsters the Decedent’s evident charitable
intent. Subsequent to the execution of the Decedent’s Will, the Decedent told Petitioner the
majority of his estate was to pass to an “animal charity” when the Decedent advised Petitioner of
the location of his Will. Further, the Decedent consistently communicated his charitable
intentions to attorney Lawrence Zucker both before and after the execution of the Decedent's Will. Specifically, the Decedent discussed with Mr. Zucker on numerous occasions his intention to have the residue of his estate to go to an animal shelter to support their charitable causes, and to omit the Decedent's natural heirs. Further, following the execution of the Decedent's Will, the Decedent provided a draft Living Trust to Mr. Zucker for his review and comment that designated a specific charitable organization as the residuary beneficiary (i.e., the South LA Animal Shelter), whose stated mission is to promote and protect the health, safety and welfare of animals. The draft Living Trust was prepared before the Decedent's Will and delivered to Mr. Zucker for his thoughts and comments within 60 days of the execution of the Decedent's Will.

23. Similar to the Estate of Gatlin, Petitioner's charitable intent is evident from the Decedent's Will despite not naming a specific charity to receive such gift. Here, the Decedent further clarified his wishes by specifically omitting his heirs in his Will. Also like the Estate of Gatlin, the Decedent directed the bulk of his estate comprised of the residue to pass to a cause which is generally understood to further a charitable purpose. Although no extrinsic evidence existed in the Estate of Gatlin to support the testator's charitable intention, here there is an abundance of extrinsic evidence supporting the Decedent's charitable intention which is close in proximity of time, both before and after, the creation of the Decedent's Will and to the Decedent's death. Further, the application of the Cy Pres doctrine as requested by the Petitioner is consistent with the long established rules of construction described in the Estate of Klinkner, (1) that a Will is to be construed so as to effectuate the intent of the testator; and (2) that a gift to charity should be effectuated whenever possible.

24. Based upon the above, the Petitioner requests the Court exercise its equitable power under the Cy Pres doctrine to establish a testamentary trust to provide for the Decedent's evident charitable desire to provide for the humane treatment of animals, including providing for their protection, health, safety and welfare.

25. Although the Decedent was contemplating the specific animal shelter to be named as the beneficiary of the residue of his estate and may have been considering more than one, the only specific animal shelter known to Petitioner that the Decedent contemplated is the South LA
Animal Shelter located at 1850 W. 60th Street, Los Angeles, CA 90047, named in his unexecuted Living Trust which was provided to Mr. Zucker after the execution of the Decedent’s Will.

26. Whereas in the *Estate of Gatlin*, the Court appointed a Trustee to carry into effect the testator’s evident charitable desires, Petitioner similarly requests the Court appoint a Trustee to carry into effect the Decedent’s charitable desires. Therefore, based on the above and subject to obtaining a future Order from this Court for the Distribution of the Estate of the Decedent, Petitioner requests the Court authorize and direct the distribution of the residue of the Decedent’s estate to the following charitable entity, as Trustee, to administer such gift to provide for the humane treatment of animals, including providing for their protection, health, safety and welfare:

The Animal Welfare Trust Fund 859
c/o The City of Los Angeles, Department of Animal Services
221 N. Figueroa St., Suite 600
Los Angeles, CA 90012

27. Petitioner believes The Animal Welfare Trust Fund 859 is an appropriate Trustee to administer such gift as it is a charitable organization and its stated purpose is to enhance the quality of life for shelter and other animals by funding animal supplies, medical equipment, improvements to Animal Shelters and other animal welfare-related projects undertaken by the Department of Animal Services. Additionally, it supports seven animal shelters in the Los Angeles area including the Chesterfield Square Center located at 1850 W. 60th St. Los Angeles, CA 90047, commonly known as the South LA Animal Shelter and is referenced in the Decedent’s unexecuted Living Trust.

**SPECIAL NOTICE**

28. The following has filed a request for special notice in this proceeding: Attorney Timothy J. Gray of the Law Offices of Timothy Gray, attorney for beneficiary Nancy S. Long.

**NOTICE**

29. The names and last known addresses of the decedent’s heirs at law, beneficiaries under the Decedent’s Will, and parties of interest whose right or interest would be affected by this petition, so far as known to the petitioners are as follows:

///

*Petition by Executor for a Court Determination of Persons Entitled to Distribution of the Decedent’s Estate and Application of Cy Pres Doctrine*
<table>
<thead>
<tr>
<th>Name/Relationship</th>
<th>Age</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>SCOTT ARMSWORTH, Friend (Executor)</td>
<td>Adult</td>
<td>1357 Garlingford Street</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Costa Mesa, CA 92626</td>
</tr>
<tr>
<td>EUDORGINA HUMPHREY, Mother</td>
<td>Adult</td>
<td>4917 Gulfstream Circle</td>
</tr>
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<td></td>
<td></td>
<td>Virginia Beach, VA 23464</td>
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<tr>
<td>NANCY S. LONG, Mother of predeceased</td>
<td>Adult</td>
<td>3676 Zubar Road</td>
</tr>
<tr>
<td>spouse</td>
<td></td>
<td>Orient, OH 43146</td>
</tr>
<tr>
<td>BREND A SEVERS, Sister of predeceased</td>
<td>Adult</td>
<td>4382 Jody Drive</td>
</tr>
<tr>
<td>spouse</td>
<td></td>
<td>Grove City, OH 43123</td>
</tr>
<tr>
<td>GARY B. ANDERSON, Predeceased Father</td>
<td>Adult</td>
<td>Deceased</td>
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<tr>
<td>ROSEMARY L. ANDERSON, Predeceased Spouse</td>
<td>Adult</td>
<td>Deceased</td>
</tr>
<tr>
<td>RONALD L. LONG, Father of predeceased spouse</td>
<td>Adult</td>
<td>Deceased</td>
</tr>
<tr>
<td>OFFICE OF THE ATTORNEY</td>
<td></td>
<td>1300 &quot;L&quot; Street Berkeley</td>
</tr>
<tr>
<td>GENERAL Charitable Trusts Section</td>
<td></td>
<td>Sacramento, CA 95814-2919</td>
</tr>
<tr>
<td>Timothy J. Gray, Esq., Attorney for NANCY S. LONG</td>
<td></td>
<td>28202 Cabot Rd., Ste 300</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Laguna Niguel, CA 92677</td>
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<tr>
<td>The Animal Welfare Trust Fund 859</td>
<td></td>
<td>221 N. Figueroa St., Suite 600</td>
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<tr>
<td>c/o The City of Los Angeles, Department of Animal Services</td>
<td></td>
<td>Los Angeles, CA 90012</td>
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<tr>
<td>South LA Animal Shelter</td>
<td></td>
<td>1850 W. 60th Street Los Angeles, CA 90047</td>
</tr>
</tbody>
</table>

**WHEREFORE**, Petitioner prays for an order:

1. A Court finding of the following facts:

   A. The Decedent Holographic Will dated May 23, 2018, provides the residue of the estate to be disposed of as follows: "My estate is to be liquidated and the proceeds donated to an animal shelter in the name of my beloved wife and dear companion Rosemary L. Anderson."

   B. The gift of the residue of the Decedent’s estate provided in his Will to "an animal shelter" is of a generally charitable nature rather than to benefit a specific charitable entity.
C. The Decedent is found to have possessed a general charitable intent and underlying motivation to provide for the humane treatment of animals, including providing for their protection, health, safety and welfare.

2. The Court exercises its equitable power under the Cy Pres doctrine to appoint a Trustee to carry into effect the Decedent’s evident desire to provide for the humane treatment of animals, including providing for their protection, health, safety and welfare.

3. The Court appoints the following charitable organization as the Trustee to carry into effect the Decedent’s evident desire to provide for the humane treatment of animals, including providing for their protection, health, safety and welfare:

   The Animal Welfare Trust Fund 859
   c/o The City of Los Angeles, Department of Animal Services
   221 N. Figueroa St., Suite 600
   Los Angeles, CA 90012

4. Subject to obtaining a future Order from this Court for the Distribution of the Estate of the Decedent, the Executor shall distribute the residue of the estate to the Trustee named herein rather than to an unnamed “an animal shelter” as provided in the Decedent’s Will

5. For such other orders as the court may deem proper.

Respectfully submitted:

Dated: 2/4/20

[Signature]

Scott Armsworth, Petitioner

Boner Stern & Sipple, APC

Dated: 2/4/2020

[Signature]

James H. Sipple, Esq.
Attorney for Petitioner

Petition by Executor for a Court Determination of Persons Entitled to Distribution of the Decedent’s Estate and Application of Cy Pres Doctrine
VERIFICATION

I, SCOTT ARMSWORTH, Petitioner in the above-entitled matter and have the read the foregoing "Petition by Executor For a Court Determination of the Persons Entitled to Distribution of the Decedent's Estate and Application of Cy Pres Doctrine," and know its contents.

I declare that the same is true of my own knowledge, except as to those matters which are stated herein upon my information or belief, and as to those matters I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 2/4/20

SCOTT ARMSWORTH
EXHIBIT "A"

THE LAST WILL AND TESTAMENT

of

Kenneth G. Anderson

5/23/2018

I, Kenneth G. Anderson, do hereby declare this document to be my Last Will and Testament and hereby revoke any and all prior testamentary documents. This document is drafted entirely in my own hand on May 23rd, 2018.

I appoint my dear and long-standing friend, Scott H. Armbrust, as my executor.

He resides at 1357 Garlingford Dr., Costa Mesa, CA 92626. His phone is (443) 373-7653.

He shall not be required to post a bond, and he shall be paid the sum of 250 dollars on honor for discharging his duties as my executor from the proceeds of my estate.

I bequeath a life estate in the real property located at 3676 Zeller Rd., Fort Otis to my beloved daughter, Suzie; and upon her demise or should she no longer wish to reside on the property, it shall be sold and provided that Brenda K. Saves be given

(Signature)

Deputy
the first option to purchase it. The proceeds from the sale to be distributed by my executor as provided below.

At the time of my demise I am a full-time partner at [Name]. My mother will receive a payment of $50,000 from a life insurance policy. Her name is [Surname] Humphrey, she resides at 4917 Gulf Stream Circle, VA, 23464 (757) 495-1602. Should the insurance not trigger for whatever reason, she is to receive an annuity of $5,000 a year for the remainder of her life.

My executor may have any or all of my personal possessions he may desire. If specifically bequested, him my John Wayne collectibles, a movie, as well as the "Poverty Suicide" sign.

My estate is to be liquidated and the proceeds donated to an animal shelter in the name of my beloved wife and dear companion, Rosemary L. Anderson. The donor shall be charged with success.
Home for my surviving pets. Each pet to be allocated a $5,000 allowance for care.

I disinherit all other family members.

5/23/2018

Three of three

Admitted to Probate

Nov 1-9-2018

Sherri R. Carter, Executive Officer/Clerk of the Superior Court of California, County of Los Angeles

By: T. Nguyen
THE LAST WILL AND TESTAMENT

OF

Kenneth G. Anderson

I Kenneth G. Anderson being of sound mind hereby declare this document to be my final will & testament & hereby revoke any other prior testamentary documents. This document is drafted entirely in my own hand on May 23rd, 2018.

I appoint my dear and longstanding friend Scott Armsworth as my executor. He resides at 1357 Garlingford Str. Costa Mesa Ca 92626. He phone [sic] is (949) 375-2653 He shall not be required to post a bond and he shall be paid the sum of 200 dollars an hour for discharging his duties as my executor from the proceeds of my estate.

I bequeath a life estate in the real property located at 3676 Zuber Rd, Orient OHIO to my beloved mother in Law [sic] Suzie aka nancy [sic] Long. Upon her demise or should she no longer wish to reside on the property it shall be sold provided that Brenda K. Severs be given the first option to purchase it. The proceeds from the sale to be distributed by my executor as provided below.

If at the time of my demise I am a full time partner at Haight my mother will recieve [sic] a payment of 500,000 from a life insurance policy. Her name is Eudorgina Humphrey. She resides at 4917 Gulf Stream Circle VA Beach Va 23464 (757) 495-1602. Should the insurance not trigger for whatever reason she is to be paid an annunity [sic] of $5,000 a year for the remainder of her life.

My executor may have any or all of my personal possessions he may desire. I specifically bequeath him my John Wayne collectebles [sic] & movies as well as the "Poverty Sucks" sign.

My estate is to be liquidated and the proceeds donated to an animal shelter in the name of my beloved wife and dear companion Rosemary L. Anderson. The donee shall be charged with good homes for my surviving pets. Each pet to be allocated a $5,000 allowance for care.

I disinherit all other family members

5/23/2018

/s/ Kenneth G. Anderson

Three of three
KGA
EXEMPLIFICATION

CASE TITLE:
IN THE MATTER OF: KENNETH G. ANDERSON, DECEDENT

CASE NUMBER:
18STPB09725

SUPERIOR COURT FOR THE
STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES

I, SHERRI R. CARTER, Executive Officer/Clerk of the Superior Court of the State of California for the County of Los Angeles do hereby certify and attest that I am the custodian of records of the said Court, and that the foregoing document is a full, true and correct copy of the original

LAST WILL AND TESTAMENT OF KENNETH G. ANDERSON
FILED ON NOVEMBER 19, 2018. //////////////////////////////////////////////////////////////
/////////////////////////////////////////////////////////////////////
/////////////////////////////////////////////////////////////////////
/////////////////////////////////////////////////////////////////////

on file or of record in my office, and that I have carefully compared the same with the original.

Executed and Seal of said Court affixed in the County of Los Angeles, California on

JULY 31, 2019

(DATE)

EXECUTIVE OFFICER/CLERK OF THE SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES

SUPERIOR COURT FOR THE
STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES

I, KEVIN C. BRAZILE, Presiding Judge of the Superior Court of the State of California for the County of Los Angeles do hereby certify that SHERRI R. CARTER is Executive Officer/Clerk of the Superior Court of the State of California for the County of Los Angeles (which is a court of record having by law a seal); that the signature to the foregoing certificate and attestation is the genuine signature of the said SHERRI R. CARTER as such officer, that the seal annexed thereto is the seal of said Superior Court, that said SHERRI R. CARTER as such officer is the legal custodian of the original records or documents described and referred to in the foregoing certificate; is the proper officer having the authority to execute said certificate and attestation, and that said attestation is in due and proper form according to the laws of the State of California. I further certify that my oath of office as a Judge of the Superior Court of California and handwritten signature, or a true and correct copy thereof, is on file or of record with the Secretary of State for the State of California for the purposes of authentication.

Executed at Los Angeles, California on

JULY 31, 2019

(DATE)

PRESIDING JUDGE OF THE SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF LOS ANGELES

LASC CIV 111 Rev. 02/19
For Optional Use
EXHIBIT "2"
EXHIBIT "2"

REVOCABLE LIVING TRUST
BY

Kenneth G. Anderson

I, Kenneth G. Anderson, a resident of Los Angeles, Los Angeles County, California, declare this to be my Living Trust and hereby revoke any previous Living Trust that I may have previously made.

ARTICLE I – IDENTIFICATION

1. The Grantor of this trust is Kenneth G. Anderson.

2. The Grantor’s spouse is Rosemary Long Anderson (deceased).

3. The Grantor currently has no living children.

4. The Grantor currently has no deceased children.

4. This Trust shall be known as the LIVING TRUST OF KGA.

ARTICLE II – FUNDING OF TRUST

The Grantor is causing to be made payable to the Trustee the assets listed on the attached Schedule "A". Said Schedule may be revised at any time as assets are made payable to the Trustee or transferred to the Trustee. Those assets, all additional property received by the Trustee from any person by will or otherwise, and all investments and reinvestments thereof are herein collectively referred to as the "Trust Estate".

ARTICLE III – RIGHT TO MODIFY

The Grantor reserves and shall have the exclusive right any time and from time to during his/her lifetime by instrument in writing signed by the Grantor and delivered to the Trustee to modify or alter this Agreement, in whole or in part, without the consent of the Trustee or any beneficiary provided that the duties, powers and liabilities of the Trustee shall not be changed without his/her consent; and the Grantor reserves and shall have the right during his/her lifetime, by instrument in writing, signed by the Grantor and delivered to the Trustee, to cancel and annul this Agreement without the consent of the Trustee or any beneficiary hereof. Grantor expressly reserves the right to appoint successor trustees, replace present trustees and change the beneficiaries or the rights to property due any beneficiary.

ARTICLE IV – APPOINTMENT OF TRUSTEES

The Grantor hereby appoints himself, Kenneth G. Anderson, as Trustee of this Living Trust. In the event that he is unwilling, unable, or does not accept his appointment,
Living Trust of KGA
Date: ________________

Grantor hereby appoints Lawrence Zucker to serve as First Alternate Trustee of this Living Trust or any trust created hereunder.

Grantor hereby appoints Scott Armsworth to serve as Second Alternate Trustee of this Living Trust or any trust created hereunder should Trustee and First Alternate Trustee die simultaneously.

The Trustee may pay himself reasonable compensation from the Trust estate during each calendar year for all ordinary services and reasonable additional compensation for any extraordinary services, all without court order. If the Trustee shall serve for a part of a calendar year, the annual compensation shall be prorated.

No Trustee shall be liable to any personal interested in this Trust for any act or default unless it results from the Trustee’s bad faith, willful misconduct, or gross negligence.

No Trustee, including nonresidents, shall post bond or security.

ARTICLE V – PAYMENT OF EXPENSES

1. The Trustee shall pay from the Trust Estate all expenses of Grantor’s legally enforceable debts, costs of administration including ancillary costs, costs of safeguarding and delivering legacies, other proper charges against Grantor’s estate, and estate and inheritance taxes assessed by reason of Grantor’s death, except that the amount, if any, by which the estate and inheritance taxes shall be increased as a result of the inclusion of property in which Grantor may have a qualifying income interest for life or over which Grantor may have a power of appointment shall be paid by the person holding or receiving that property. Interest and penalties concerning any tax shall be paid and charged in the same manner as the tax. Grantor waives for his estate all rights of reimbursement for any payments made pursuant to this article.

2. The Trustee’s selection of assets to be sold to make the foregoing payments or to satisfy any pecuniary legacies, and the tax effects thereof, shall not be subject to question by any beneficiary.

3. The Trustee shall make such elections under the tax laws as the Trustee deems advisable, without regard to the relative interests of the beneficiaries. No adjustment shall be made between principal and income or in the relative interests of the beneficiaries to compensate for the effect of elections under the tax laws made by the Trustee.

ARTICLE VI – TRUST PROVISIONS WHILE GRANTOR IS LIVING

1. Income – During the lifetime of the Grantor, the Trustee may pay the income from the Trust Estate in convenient installments to the Grantor or otherwise as he may from time to time direct, and also such sums from principal as he may request at any time.
Living Trust of KGA
Date: __________________________

2. Disability – If at any time the Grantor is unable to manage his affairs, the Trustee may use such sums from the income and principal of the Trust Estate as the Trustee deems necessary or advisable for the care, support, and comfort of the Grantor and any person dependent upon him, or for any other purpose the Trustee considers to be for the Grantor’s best interest, adding to principal any income not so used.

3. For purposes of this agreement, the Grantor shall be considered to be unable to manage his affairs if he is under a legal disability or by reason of illness or mental or physical disability is unable to give prompt and intelligent consideration to financial matters. The determination as to Grantor’s inability at any time shall be made by two licensed physicians, not related to the Grantor or any beneficiary of the trust created by this Declaration of Trust Agreement, who certify that he has become legally incapacitated. At the time such a determination is made, the Alternate Trustee shall become the Acting Trustee of this Living Trust. If the Alternate Trustee shall serve during the lifetime of the Grantor, the Alternate Trustee shall disburse from the Trust Estate such amounts as necessary for the Grantor’s complete care, support, and maintenance.

ARTICLE VII – TRUST ADMINISTRATION AFTER DEATH OF GRANTOR

1. Trust Estate – Upon the death of the Grantor, or the last surviving Grantor if more than one, the remaining Trust assets shall be distributed to the beneficiaries in the proportionate or allocable amounts as are specified in the schedule of beneficiaries, hereto annexed as Schedule B, as may then be in force.

If any beneficiary and the Grantor should die under such circumstances as would render it doubtful whether the beneficiary or the Grantor died first, then it shall be conclusively presumed for the purposes of this Trust that said beneficiary predeceased the Grantor.

Disclaimer by Beneficiary – Notwithstanding anything stated above, any beneficiary may disclaim his interest in the Trust Estate or any portion thereof at any time that he deems wise.

ARTICLE VIII – TRUST PROVISIONS

1. The following provisions shall apply to the Trust Estate and to each trust established under this Living Trust.

2. The Trustee shall hold, manage, care for and protect the Trust Estate and shall have the following powers, except to the extent that they are inconsistent with those conferred by law:

   a. To hold and retain any and all property, real, personal or mixed, received from the Grantor’s estate, or from any other source, regardless of any law or rule of court relating to diversification, or non-productivity, for such time as the Trustee shall deem best, and to dispose of such property by sale, exchange, or otherwise, as and
when they shall deem advisable; not withstanding this provision or any other contained herein.

b. To sell, assign, exchange, transfer, partition and convey, or otherwise dispose of, any property, real, personal or mixed, which may be included in or may at any time become part of the Trust Estate, upon such terms and conditions as deemed advisable, at either public or private sale, including options and sales on credit and for the purpose of selling, assigning, exchanging, transferring, partitioning or conveying the same, to make, execute, acknowledge, and deliver any and all instruments of conveyance, deeds of trust, and assignments in such form and with such warranties and covenants as they may deem expedient and proper; and in the event of any sale, conveyance or other disposition of any Trust Estate, the purchaser shall not be obligated in any way to see the application of the purchase money or other consideration passing in connection therewith.

c. To lease or rent and manage any or all of the real estate, which may be included in or at any time become a part of the Trust Estate, upon such terms and conditions deemed advisable, irrespective of whether the term of the lease shall exceed the period permitted by law or the probable period of any trust created hereby, and to review and modify such leases; and for purpose of leasing said real estate, to make, execute, acknowledge and deliver any and all instruments in such form and with such covenants and warranties as they may deem expedient and proper; and to make repairs, replacements, and improvements, structural and otherwise, of any property, and to charge the expense thereof in an equitable manner to principal or income, as deemed proper.

d. To borrow money for any purpose in connection with said Trust created hereby, and to execute promissory notes or other obligations for amounts so borrowed, and to secure the payment of any such amounts by mortgage or pledge or any real or personal property, and to renew or extend the time of payment of any obligation, secured or unsecured, payable to or by any trust created hereby, for such periods of time as deemed advisable.

e. To invest and reinvest or leave temporarily uninvested any or all of the funds of the Trust Estate as said Trustee in the Trustee's sole discretion may deem best, including investments in stocks, common and preferred, and common trust fund, without being restricted to those investments expressly approved by statute for investment by fiduciaries, and to change investments from realty to personality, and vice versa.

f. To compromise, adjust, arbitrate, sue defend, abandon, or otherwise deal with and settle claims, in favor of or against the Trust Estate as the Trustee shall deem best and the Trustee's decision shall be conclusive.

g. To determine in a fair and reasonable manner whether any part of the Trust Estate, or any addition or increment thereto be income or principal, or whether any cost, charge,
Living Trust of KGA
Date: __________________

expense, tax, or assessment shall be charged against income or principal, or partially against income and partially against principal.

h. To engage and compensate, out of principal or income or both, as equitably determined, agents, accountants, brokers, attorneys-in-fact, attorneys-at-law, tax specialists, realtors, custodians, investment counsel, and other assistants and advisors, and to do so without liability for any neglect, omission, misconduct, or default of any such agent or professional representative, provided he or she was selected and retained with reasonable care.

i. To vote any stock, bonds, or other securities held by the Trust at any meetings of stockholders, bondholders, or other security holders and to delegate the power so to vote to attorneys-in-fact or proxies under power of attorney, restricted or unrestricted, and to join in or become a party to any organization, readjustment, voting trust, consideration or exchange, and to deposit securities with any persons, and to pay any fees incurred in connection therewith, and to charge the same to principal or income, as deemed proper, and to exercise all of the rights with regard to such securities.

j. To purchase securities, real estate, or other property from the executor or other personal representatives of the Grantor's estate, the executor or other personal representative of the Grantor's spouse's estate, and the Trustee of any agreement or declaration executed by the Grantor during his/her lifetime under his/her last will in case his/her executors or Trustees are in need of cash, liquid assets, or income-producing assets with which to pay taxes, claims, or other estate or trust indebtedness, or in case such executors or Trustees are in need of such property to properly exercise and discharge their discretion with respect to distributions to beneficiaries as provided for under such bills, declarations, or agreements. Such purchase may be in cash or may be in exchange for other property of this Trust, and the Trustees shall not be liable in any way for any loss resulting to the Trust Estate by reason of the exercise of said authority.

k. To undertake such further acts as are incidental to any of the foregoing or are reasonably required to carry out the tenor, purpose and intent of the Trust.

l. To make loans or advancements to the executor or other personal representative of the Grantor's estate, the executor or other personal representative of the Grantor's spouse's estate, and the Trustees of any agreement or declaration executed by the Grantor during his/her lifetime or under his/her last will in case such executors or Trustees are in need of cash for any reason. Such loans or advancements may be secured or unsecured, and the Trustees shall not be liable in any way for any loss resulting to the Trust Estate by reason of the exercise of this authority.

ARTICLE VIII – MISCELLANEOUS PROVISIONS

1. This Living Trust may be revoked, modified, or changed at any time during the lifetime of the Grantor.
Living Trust of KGA
Date: ______________________

2. When applicable, pronouns and relative words shall be read as plural, feminine, or gender neutral.

3. The headings used in this Living Trust are for identification and convenience only and are not to be considered in interpretation of the Trust.

4. This Trust shall be exempt from registration under the California Probate Code.

5. Lastly, Grantor hereby revokes any and all former Living Trusts previous made by him.

Dated this ____________ day of __________________, 20 _____.

("Signature")

Kenneth G. Anderson

This instrument, consisting of ________ pages, including this page and the page immediately following, was signed, sealed, published, and declared by Kenneth G. Anderson as his Living Trust on the above date in our presence. At his request, in his presence, and in the presence of each other, we have subscribed our names as witnesses and Kenneth G. Anderson has signed his name on this page and at the close of the provisions of the Living Trust.

("Witness Signature")

("Printed Name")

Address: __________________________

("Witness Signature")

("Printed Name")

Address: __________________________
Living Trust of KGA
Date: __________________________

STATE OF CALIFORNIA       )
COUNTY OF LOS ANGELES      ) SS

We, Kenneth G. Anderson, the Grantor, and ________________________________
("Witness Name") and ________________________________, ("Witness Name") the witnesses
respectively, whose name are signed to the attached instrument, being duly sworn, declare to the
undersigned Notary that the Grantor signed this instrument as his Living Trust and that he signed
voluntarily. We also declare that at the Grantor’s request, in his presence, and in the presence of
each other, the witnesses signed this instrument as the Grantor’s Living Trust and that to the best
of each witness’ knowledge, Kenneth G. Anderson was eighteen (18) years of age or older, of
sound mind, and under no constraint or undue influence.

Kenneth G. Anderson

("Witness’ Signature")

("Witness’ Signature")

On the ______ day of ______________ 20____, before me, a Notary Public, personally
appeared ___________________________, ("Grantor’s Name") to me known to be
the same person described in and who executed the within instrument, and who acknowledged
the same to be his free act and deed.

("Notary Public")
My Commission Expires: __________________________

ACCEPTANCE OF TRUSTEE

I hereby accept and will perform the duties of Trustee as outlined in the Living Trust of
KGA.

Dated this _______ day of ____________________, 20____.

Kenneth G. Anderson
Living Trust of KGA
Date: _______________________

SCHEDULE A
Description of Property

The following assets are the Trust Estate of the Living Trust of KGA:

❖ Real Property:
  • 112 Convoy Street, Playa Del Rey, California 90293.
  • 3676 Zuber Road, Orient, Ohio 43146.

❖ All personal property of any sort including personal property of deceased spouse.

❖ Wells Fargo Accounts.

❖ Capital One Accounts.

❖ Contents of Safety Deposit Box located at Santa Monica Branch of Wells Fargo Bank.
Living Trust of KGA
Date: ______________________

SCHEDULE B
Description of Beneficiaries and Specific Requests

The Trustee is instructed to liquidate all assets in the Trust except as noted below.

The liquidated proceeds are to be given as a gift in the name of Rosemary Long Anderson to the South LA Animal Shelter which, at the time of this writing, was located at 1850 W. 60th Street, Los Angeles, CA 90047.

Nancy S. Long is to be provided a life estate in the property commonly known as 3676 Zuber Road, Orient, Ohio 43146 if she be living. Upon her death or her election the property is to be liquidated and added to the gift in the name of Rosemary Long Anderson referenced above.

Eudorgina Humphrey is to be given $100,000 in cash if she be living. The money is to be provided in increments of $10,000.00. Upon her death, the residual of this gift, if any, is to be added to the gift in the name of Rosemary Long Anderson referenced above.

Scott Armsworth is to be given all of my John Wayne collectibles including, but not limited to, DVDs, video cassettes, postage stamps, coins, books, magazines, etc. In addition, he may select any items of my personal property as he may choose. I specifically bequeath him the "Poverty Sucks" sign.
Report to the Board of Animal Services Commissioners

MEETING DATE: February 25, 2020
REPORT DATE: February 20, 2020
PREPARED BY: Brenda Barnette
TITLE: General Manager
SUBJECT: RECOMMENDATION TO SUPPORT THE ADOPTED RESOLUTION MADE BY COUNCILMEMBER DAVID RYU TO SUPPORT THE CALIFORNIA FOR ALL ANIMAL SHELTERING PROGRAM PROPOSED BY GOVERNOR NEWSOM IN THE 2020-21 STATE BUDGET

BOARD ACTION RECOMMENDED:

- SUPPORT the adopted resolution made by Councilmember Ryu to support the California for All Animal Sheltering Program proposed by Governor Newsom in the 2020-21 State Budget.

BACKGROUND:

Governor Newsom’s proposed 2020-21 State Budget, released on January 10, 2020, includes $50 million in comprehensive program, training, and funding support for California animal shelters to implement best practices regarding animal shelter management.

The animal sheltering program proposed in the budget is led by the UC Davis Koret Shelter Medicine Program. The proposed funding is designed to support California’s long-standing policy that no healthy or treatable dog or cat be euthanized in an animal shelter.

The $50 million in proposed funding will provide $37.5 million in direct grant funds to California animal shelters. Additional funding will be allocated for a variety of purposes, including: intense focus on shelters in under-resourced and overburdened communities; a five-year local assistance program for any shelter that wants to participate; access to the most current research and shelter management models available, as well as the subject matter experts that pioneered the veterinary medicine field that concentrates on the health and wellbeing of animals living in shelters; interactive group training that guarantees shelters have access to best-practice protocols and models; and robust resource library complete with sample forms, protocols, case studies, policies and tool kits. Under this funding proposal, the program would provide spay and neuter services to shelters and pet owners.

"Creating a Humane LA"
AN EQUAL OPPORTUNITY EMPLOYER
Visit our website at www.LAAanimalServices.com
REPORT TO THE BOARD OF ANIMAL SERVICES COMMISSIONERS

SUBJECT: RECOMMENDATION TO SUPPORT THE ADOPTED RESOLUTION MADE BY COUNCILMEMBER DAVID RYU TO SUPPORT THE CALIFORNIA FOR ALL ANIMAL SHELTERING PROGRAM PROPOSED BY GOVERNOR NEWSOM IN THE 2020-21 STATE BUDGET

SUMMARY:

The Department is requesting the Board to support the adopted resolution made by Councilmember Ryu in response to Governor Newsom's new budget proposal that will provide money to California's animal shelters with the training and resources they need to meet the Governor's no-kill goal for the State of California in five years. This funding will assist greatly with the everyday issues that our shelters are facing.

FISCAL IMPACT:

There is no fiscal impact to the general fund.

Approved:

[Signature]

Brenda F. Barnette, General Manager

Attachments: Resolution presented by Councilmember David Ryu Report of the Chief Legislative Analyst

BOARD ACTION:

- ______ Passed
- ______ Disapproved
- ______ Passed with noted modifications
- ______ Continued
- ______ Tabled
- ______ New Date
RESOLUTION

WHEREAS, any official position of the City of Los Angeles, with respect to legislation, rules, regulations or policies proposed to or pending before a local, state, or federal governmental body or agency must have first been adopted in the form of a Resolution by the City Council with the concurrence of the Mayor; and

WHEREAS, Governor Newsom’s proposed 2020-21 State Budget, released on January 10, 2020, includes $50 million in comprehensive program, training, and funding support for California animal shelters to implement best practices regarding shelter animal management; and

WHEREAS, the animal sheltering program proposed in the budget is led by the UC Davis Koret Shelter Medicine Program, which is administered by a preeminent institution in the field of veterinary medicine; and

WHEREAS, over 100,000 animals are still euthanized annually in California for lack of space and resources; and

WHEREAS, the proposed funding is designed to support California’s long-standing policy that no healthy or treatable dog or cat be euthanized in an animal shelter; and

WHEREAS, the state of Delaware is designated as a “no-kill” state, meaning that its animal shelters have achieved a save rate of at least 90 percent; and

WHEREAS, in 2012, the City of Los Angeles committed to becoming a “no-kill” city, and by 2017, the City achieved “no-kill” status for dogs, with a 92.4 percent save rate, and the live/save rate for all shelter animals soared from 57.7 percent to 87.2 percent in the six-year period; and

WHEREAS, additional support in the State Budget would help to further improve the save rate of animals in shelters in the Los Angeles area, and in animal shelters throughout California;

NOW, THEREFORE, BE IT RESOLVED, with the concurrence of the Mayor, that by the adoption of this Resolution, the City of Los Angeles hereby includes into its 2019-2020 State Legislative Program SUPPORT for the California for All animal sheltering program proposed by Governor Newsom in the 2020-21 State Budget.

PRESENTED BY: DAVID E. RYU
Councilmember, 4th District

SECONDED BY:

JAN 29 2020
REPORT OF THE
CHIEF LEGISLATIVE ANALYST

DATE: February 14, 2020

TO: Honorable Members of the Rules, Elections, and Intergovernmental Relations Committee

FROM: Sharon M. Tso Council File No: 20-0002-S14
Chief Legislative Analyst Assignment No: 20-02-0138

SUBJECT: California for All animal sheltering program

CLA RECOMMENDATION: Adopt Resolution (Ryu – Koretz) to include in the City’s 2019-2020 State Legislative Program SUPPORT for the California for All animal sheltering program proposed by Governor Newsom in the 2020-21 State Budget.

SUMMARY
Governor Newsom’s proposed 2020-21 State Budget, released on January 10, 2020, includes $50 million in comprehensive program, training, and funding support for California animal shelters to implement best practices regarding shelter animal management.

The Resolution recommends support for the California for All animal sheltering program in the Governor’s proposed 2020-21 State Budget.

BACKGROUND
The animal sheltering program proposed in the budget is led by the UC Davis Koret Shelter Medicine Program. The proposed funding is designed to support California’s long-standing policy that no healthy or treatable dog or cat be euthanized in an animal shelter. Despite this policy, there were over 150,000 cats and dogs euthanized statewide in California in 2016. Estimates put this number at around 100,000 in more recent years.

The $50 million in proposed funding will provide $37.5 million in direct grant funds to California animal shelters. Additional funding will be allocated for a variety of purposes, including: intense focus on shelters in under-resourced and overburdened communities; a five-year local assistance program for any shelter that wants to participate; regional best-practice summits; access to the most current research and shelter management models available, as well as the subject matter experts that pioneered the veterinary medicine field that concentrates on the health and wellbeing of animals living in shelters; interactive group training that guarantees shelters have access to best-practice protocols and models; and robust resource library complete with sample forms, protocols, case studies, policies and tool kits. Spay and neuter assistance is one of the most successful approaches to reducing euthanasia rates. Under this funding proposal, the program would provide spay and neuter services to shelters and pet owners.

Prior to the Hayden Act, introduced as SB 1785 (Hayden) in 1998, animal shelters in California could euthanize animals 72 hours after they were impounded. The Hayden Act, enacted in 1999,
requires public shelters to impound animals at least four business days, and prohibits shelters from euthanizing animals that nonprofit animal rescue or adoption groups are willing to save. Costs associated with the mandates of the Hayden Act have been scarcely reimbursed or enforced since the Hayden Act was enacted in 1999. In 2012, then Governor Jerry Brown attempted to repeal a number of unfunded mandates, including the Hayden Act. Governor Newsom’s proposed funding for this program is one of few significant attempts since the Hayden Act to reduce the incidence of euthanasia in California animal shelters.

[Signature]
Tristan Noack
Analyst

SMT:tcjn
Attachment: Resolution