



BOARD OF ANIMAL SERVICES COMMISSIONERS  
CITY OF LOS ANGELES  
Monday January 22, 2007  
10:00 A.M.  
**LOS ANGELES CITY HALL**  
**200 N. Spring St.**  
**Room 1060**  
**Los Angeles, CA 90012**

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Commissioners:  
Tariq Khero, President  
Kathleen Riordan, Vice-President  
Marie Atake  
Glenn Brown

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) 482-9501.

Si require servicios de traducción, favor de notificar la oficina con 24 horas por anticipado.

**REGULAR COMMISSION MEETING WILL COMMENCE IMMEDIATELY  
FOLLOWING THE APPEAL HEARINGS SCHEDULED FOR 10:00 A.M.**

**COMMISSION MEETING**

- 1. PRESENTATION OF COMMENDATIONS BY THE COMMISSION TO  
EMPLOYEES FOR EXTRADORDINARY SERVICE:**
  - A. Officer Andrew Redfield, Animal Control Officer II, West Los Angeles Shelter
  - B. Larry Herskovic, Animal Care Technician, West Valley Shelter
- 2. ORAL REPORT OF THE GENERAL MANAGER**
- 3. COMMISSION BUSINESS**
  - A. Approval of the Commission Meeting Minutes of December 11, 2006
  - B. Oral Report by the Commission on Meetings and Events attended.

C. Approval of Meeting Schedule for 2007

**4. GENERAL MANAGER RECOMMENDS FOR BOARD ACTION**

A. Request for Devising and Distributing a List for Animals Pending Euthanasia  
(Continued from December 11, 2006):

Report by staff on finalizing of Standard Operating Procedures relative to both the Red Alert and the New Hope Adoption Programs, which include processes for notifying the public and New Hope partners about animals at high risk for euthanasia.

B. Five-Year Agreement with Dr. Eric D. Jones, DVM., For Operation of a Spay & Neuter Clinic at the Department's South Los Angeles Animal Shelter:

Recommend that the Board Award a Five-year agreement with four one-year extensions, subject to approval of the Mayor, City Council and City Attorney; and direct staff to issue an interim permit so that services may begin immediately.

**5. DISCUSSION ITEMS**

A. Hearing Process Overview (Held from November 13, 2006):  
Summary of the steps, in accordance with relevant provisions in the Municipal Code, in the complaint and administrative hearing process on barking dog complaints.

**6. FUTURE AGENDA ITEMS**

Requests from Commissioners for future Agenda Items

**7. PUBLIC COMMENT PERIOD** - (Comments from the public on items of public interest within the Board's subject matter jurisdiction and on items not on the Agenda.)

**8. ADJOURNMENT:**

Next regular Commission Meeting is scheduled for February 12, 2007.

**AGENDAS** - The Board of Animal Services Commissioners (Board) meets regularly every second (2<sup>nd</sup>) and fourth (4<sup>th</sup>) Monday of each month at 10:00 A.M. Regular Meetings are held at City Hall, 200 North Spring Street, Room 1060, in Los Angeles, CA 90012. 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, 5<sup>th</sup> Floor, Los Angeles, CA 90012. Board Agendas may also be viewed on the 2<sup>nd</sup> 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, as well as electronic copies of approved minutes on the Department's World Wide Web Home Page site at <http://www.laanimalservices.com/CommissionAgendas.htm>

Three (3) members of the Board constitute a quorum for the transaction of business. The Board may consider an item not listed on the Board Agenda only if it is determined by a two-thirds (2/3) vote that the need for action arose after the posting of an Agenda. 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.

**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.

**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. 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. Total speaker time on any agenda item will be limited to ten (10) minutes per item and fifteen (15) minutes for Public Comment, unless extended as above.

**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.

**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.



## **APPEAL AGENDA**

**BOARD OF ANIMAL SERVICES COMMISSIONERS**  
**CITY OF LOS ANGELES**  
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### **ADMINISTRATIVE APPEAL HEARING 10:00A.M.**

1. Appeal of the General Manager's Decision in License Revocation Case – **BR06505 NC**  
Appellant: Theodore and Rosalind Wiesand  
Complaining Witness: David Ladelfa  
District Manager, North Central Animal Care and Control, Karen Stepp, Captain  
Hearing Coordinator, Department of Animal Services, Helen Brakemeier, Captain
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**BOARD OF  
ANIMAL SERVICES  
COMMISSIONERS**

TARIQ A. KHERO  
PRESIDENT

KATHLEEN RIORDAN  
VICE PRESIDENT

MARIE ATAKE

GLENN S. BROWN

**City of Los Angeles**  
CALIFORNIA



**ANTONIO R. VILLARAIGOSA**  
MAYOR

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

**EDWARD A. BOKS**  
General Manager

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## **Report to the Board of Animal Services Commissioners**

**Edward A. Boks, General Manager**

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**COMMISSION MEETING DATE:** January 22, 2007

**PREPARED BY:** Anthony Sanchez

**SUBJECT:** Five-Year Agreement With Dr. Eric D. Jones,  
DVM., for the Operation of a Spay/Neuter  
Veterinary Clinic at the Department's South  
Los Angeles Animal Shelter

**TITLE:** Management Analyst II

**REPORT DATE:** January 17, 2007

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### **BOARD ACTION RECOMMENDED:**

That the Board:

1. Approve a five-year Agreement, with four one-year renewal options exercisable at the sole discretion of the City, with Dr. Eric D. Jones, DVM (Dr. Jones), substantially in the form as attached, subject to approval of the Mayor in accordance with Executive Directive No. 3, approval of the City Council, and approval of the City Attorney as to form;
  2. Direct Staff to transmit the proposed Agreement concurrently to the Mayor and City Attorney;
  3. Authorize the General Manager of the Department of Animal Services (Department) to execute the subject Agreement upon receipt of necessary approvals;
  4. Direct Staff to issue a temporary Right-of-Entry with Dr. Jones, substantially in the form of the proposed Agreement attached, to immediately begin provision of services which are imperative to preserving the health and welfare of animals brought into the soon-to-open South Los Angeles Animal Shelter; and,
  5. Direct Staff to deposit any revenue received under this Agreement into the Spay and Neuter Trust Fund, Department 100, Fund 543.
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**SUMMARY:**

On October 23, 2006, the Board approved the release of a Request for Proposals (RFP) for the licensed operation of the spay/neuter veterinary clinics at either or both of the Department's South Los Angeles and North Central Animal Shelters. On October 30, 2006, the Department released the RFP for these operations; a single proposal was received from Dr. Jones for the operation of the clinic at the South Los Angeles location only.

This RFP and subsequent recommendation of award of the Agreement is an important early step before the Department's expansion of its animal shelter and care facilities, which will feature fully-equipped spay/neuter veterinary clinics, and therefore will enhance the City's continuing efforts to spay/neuter the animal population. With the South Los Angeles clinic in the lead, these other five new clinics will provide spay and neuter services for shelter dogs and cats, feral cats as part of a sterilization program, and rabbits; services may also be provided to the public who may bring in their pets for sterilization and related medical assistance. These services are key to the Department's goal of becoming the largest City in the United States with a successful "No-Kill" policy.

Under the proposed Agreement, which is based substantially on the RFP, Dr. Jones will perform spay/neuter surgeries on dogs, cats, and rabbits, and other ancillary medical procedures associated with the surgical sterilization, in conformance with all surgical standards as dictated by the California Veterinary Medical Practice Act. Dr. Jones shall also provide related veterinary services such as cursory pre-surgical physical examinations on all surgical candidates; Wellness Clinics (vaccine clinics); emergency medical treatments; micro-chipping all dogs, cats, and rabbits that are adopted from the Shelters if mutually agreed upon by Dr. Jones, the adopter, or requested by the Department; post-treatment care; and other services. Care of animals in custody of Dr. Jones shall be in conformance with all federal, state, and local humane laws and statutes.

On September 11, 2006, the Board approved a contract amendment for the interim operation of the South Los Angeles clinic by the Sam Simon Foundation, until an RFP for a long-term agreement could be released and the resulting agreement could be executed. Mayor and Council approval of the amendment have not been received; thus Staff recommends that the Department enter into a temporary Right of Entry with Dr. Jones to establish an interim operation, as Dr. Jones will have all necessary licenses, insurance, and bonds when needed to begin in February. Although the services of the Sam Simon Foundation may not be needed at the South Los Angeles Clinic, they may be needed at other Department clinics.

**SIGNIFICANT AGREEMENT TERMS AND CONDITIONS:**

**Term**

The term of the Agreement shall be five (5) years, with four one (1)-year extensions, exercised solely at the discretion of the City. Agreement shall be cancelable by either party upon 60 days' written notice.

**Standard Provisions for City Contracts**

Dr. Jones will be required to comply with all provisions of the City's Standard Provisions for City Contracts (revised October 2003).

**Report to the Board of Animal Services Commissioners****General Manager**

**Subject:** Five-Year Agreement With Dr. Eric. D. Jones, DVM.,  
for the Operation of a Spay/Neuter Clinic at the Department's  
South Los Angeles Animal Shelter

Page 3

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Permits and Licenses

Dr. Jones will be required to obtain, at his sole expense, all necessary insurance, permits, and licenses to operate the clinic.

Days and Hours of Operation

Dr. Jones shall be expected to provide spay and neuter services at minimum five days, 40 hours per week.

Prices of Services

Charges for spay/ neuter services are as set by the Board; prices of other services to the public shall be subject to Department disapproval, but are not to exceed prevailing market prices in the immediate area.

Equipment

The Department shall provide most major equipment required, such as surgical tables and sterilizers, and make them available for use by the contractor. Dr. Jones will be required to purchase all additional equipment and all medical supplies necessary to provide services.

Payments to City

In consideration for the use of City property and equipment, Dr. Jones shall reimburse the City's Animal Sterilization Fund for its costs and expenses quarterly as follows: a seven percent (7%) discount below pre-set base prices on all spay/neuter services billed to the Department; a payment to the Department of fifty percent (50%) of net profits from Wellness (vaccine) clinics up to \$15,000 per year; and a payment to the Department of ten percent (10%) of other proposed veterinary services to be provided to the public by this clinic.

Cost of Operations

The cost of setting up, staffing, maintaining, and performing related services under the Agreement shall be the responsibility of Dr. Jones. No extra charges shall be paid by the Department or the pet owner for dog, cat, and rabbit spay, and neuter surgery beyond those stated in the Agreement.

Quality Assurance

The Department will evaluate Dr. Jones' performance utilizing such procedures as may be necessary to ascertain his compliance with the Agreement including, but not limited to, onsite inspections and written reports. Dr. Jones shall be required to immediately correct all deficiencies found by the Department.

Utilities

The City shall provide electricity, water, heating and air conditioning, and maintain the delivery systems thereof. Dr. Jones will be responsible for all additional utilities, including telephone service and data.

Improvements

No improvements were required by the RFP, and no improvements were proposed by Dr. Jones; no improvements shall be made without prior written approval of the Department.

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Faithful Performance Bond

A Faithful Performance Bond shall be required of Dr. Jones prior to starting operations, for an amount of \$36,600.00, to guarantee faithful performance of all work, within the time period prescribed, in a manner satisfactory to the City.

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**EVALUATION:**

Staff reviewed the proposal received from Dr. Jones to ensure that it met the RFP's minimum requirements and that all required forms and documents were included in his proposal. Additionally, staff interviewed Dr. Jones to clarify and allow him to fully explain elements of his proposal which were most germane to the operation of the clinic.

Dr. Jones exceeds the minimum experience in spay/neuter programs required in the RFP, having been practicing veterinary medicine for the past six years. He has provided such services within the City of Los Angeles, operating a veterinary clinic in Pacoima since 2002, during which time he provided spay/neuter services to the Department. As Dr. Jones proposed to move his staff and equipment from his current location to the South Los Angeles clinic, start-up operating costs will be minimized, which will allow him to focus his resources on continuing service levels and not on significant start-up costs. Dr. Jones proposed a seven percent (7%) discount below pre-set base prices on all spay/neuter services billed to the Department; a payment to the Department of fifty percent (50%) of net profits from Wellness (vaccine) clinics up to \$15,000 per year; and a payment to the Department of ten percent (10%) of other proposed veterinary services to be provided by this clinic to the public.

The review of Jones' proposal, his interview, and confirmation of his credentials indicated sufficient qualifications and experience to operate the clinic as proposed. The evaluation of his proposal did not lend itself to use of a point system as there were no other competing proposals received in response to the RFP.

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**FISCAL IMPACT:**

There is no impact to the General Fund. Funds will be used from Fund 543, Spay and Neuter Trust Fund; Fund 842, Animal Sterilization Trust Fund; and Fund 841, Veterinary Medical Trust Fund, in accordance with trust fund limitations and as they would be paid to an outside veterinarian. Due to savings of 7% on sterilizations, funds will be available to accomplish more surgeries. Revenue from work for the public will also supplement the funding for additional spay and neutering.

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**Approved:**

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**Edward A. Boks, General Manager**

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**BOARD ACTION:**

\_\_\_\_\_ Passed

Disapproved \_\_\_\_\_

\_\_\_\_\_ Passed with noted modifications

Continued \_\_\_\_\_

\_\_\_\_\_ Tabled

New Date \_\_\_\_\_

**STANDARD OPERATING PROCEDURES  
DIVISION OF SHELTER OPERATIONS  
DEPARTMENT OF ANIMAL SERVICES**

SOP#: 001SO

Date Issued: 11/01/06

Date Revised:

Page 1 of 3

<b>TITLE:</b>	<b>New Hope Program Alert</b>
<b>SCOPE:</b>	Animal Care Personnel
<b>RESPONSIBILITY:</b>	Center Manager and Animal Care Technician Supervisor
<b>PURPOSE:</b>	To outline the Proper Procedures for the department web listings for "Green Alert" and "Red Alert" dogs and cats available under the New Hope Program

## **I. PURPOSE**

1. This procedure outlines the method of listing those dogs and cats on the New Hope Alert, which consists of a two-stage notification process for offering dogs and cats "free" to registered New Hope Partners.
2. "Green Alert" status is the initial listing in the New Hope Alert, which indicates this dog, or cat is now available to all New Hope Partners in good standing without any costs, with the exception of applicable licenses fees.
3. "Red Alert" status alerts all New Hope Partners, other 501(C)3 animal welfare organizations or the public that this dog or cat has no more than 7 days before euthanasia. This determination is based on behavioral, medical or time/space considerations. During this 7-day period, the animal may be euthanized should the condition severely worsen.

## **II. RESPONSIBILITY**

1. It is the responsibility of the Center Managers and ACT Supervisors to ensure that all animal care personnel are adequately trained in the following procedures and that these procedures are adhered to. Center Managers and ACT Supervisors are responsible for ensuring the proper listings and compliance with these protocols and procedures.
2. It is the responsibility of the clerical and animal care staff to read, understand, and follow the procedures outlined below.
3. The ACT Supervisor and/or the Center Manager shall solely be responsible for the "Green Alert" and "Red Alert" determination.

## **III. PROCEDURES**

1. Initial Evaluation of "Green Alert" listing upon availability
  - a. All district dogs and cats will be evaluated by the ACT Supervisor prior to and upon their review dates as to whether their condition warrants being placed immediately as a "Green Alert" or as a "Red-Alert" on the New Hope Alert upon availability.
  - b. The criteria shall be based on the medical and/or observed behavioral state of the animal.
  - c. All dogs or cats 12 years or older will be placed on the NH Alert "Green Alert" as soon as available in order to facilitate their immediate adoption by New Hope Partners.

- d. Any dog or cat demonstrating aggression to other animals or humans (not severe) will be placed on the New Hope Alert as a “Green Alert” to allow New Hope Partners the opportunity to adopt animals that may be restricted from public adoption.
  - e. Available dogs and cats can also be immediately placed on either phase of the NH Alert due to medical conditions that may warrant their immediate adoption by interested or sponsoring NH Partners.
  - f. **Dogs and cats determined to be adoptable to the general public shall not be placed on the New Hope Alert on the first day the animal becomes available.**
2. Monitored Evaluation of a “Green Alert” listing during the Animal’s Kenneling Period
- a. The Center Manager or ACT Supervisor shall monitor the possible “Green Alert” status of the dog or cat on a daily basis to ensure maximizing the animal’s adoptability with highest consideration given to the general public’s interest.
  - b. At any time that the animal’s medical or behavioral condition requires a heightened level of attention, the Center Manager or ACT Supervisor shall place this animal as a “Green Alert” and make the animal available to New Hope Partners at no cost (except applicable license fees of \$5.50).
  - c. Should the length of kenneling within the shelter environment exceed seven (7) days from the date of the animal’s availability, a “Green Alert” designation shall be strongly considered by district and kennel supervision.
  - d. All dogs and cats available for adoption over fourteen (14) days shall be designated as a “Green Alert” and shall be placed on the New Hope Alert.
  - e. A memo of such designation shall be placed by the ACT supervisor in Chameleon under the animal’s ID window.
3. Evaluation Designation of “Red-Alert” Dogs and Cats
- a. It is the intention of the “Red-Alert” status of dogs and cats on the New Hope Alert to draw the focus of all New Hope Partners to the immediate need of adoption of these animals based on medical, behavioral or kennel/ space issues. Supervisors shall enter the “Red-Alert” designation in the Animal’s ID window with the reason for the determination.
  - b. Available dogs and cats found to have serious medical or behavioral issues that require immediate adoption shall be given a “Red-Alert” status. **Dogs and cats placed on this alert will be euthanized at the conclusion of this 7-day notification period unless adopted.**
    - However, should the medical or behavioral condition that gave rise to this status severely worsen within this 7-day period, the dog or cat may be euthanized before the end of the time period.
    - Medical staff shall make the determination of euthanasia based on the animal’s improving or deteriorating condition.
    - Animals showing improvement from medical conditions will be removed from their “Red Alert” and returned to a “Green Alert” to encourage New Hope Partners to select these “once compromised” animals before healthy dogs and cats.

- As these “Red Alert” animals cannot be taken to mobiles for safety reasons or displayed with healthy animals, it is imperative that New Hope Coordinators and ACT Supervisors make every effort through e-mail blasts and other media avenues/publications to promote the adoption of these animals.
- If a time/space “Red Alert” dog or cat is able to be taken to a mobile pet adoption, this animal will be removed from the “Red Alert” list and placed “Green Alert” in order to allow for the 5-day holding period following a mobile pet adoption presentation.
- c. Available “Green Alert” dogs and cats that are under consideration of time and space “Red Alert” listing shall first have been taken to and promoted at a Mobile Pet Adoption, if possible or showcased at their shelter facility and shall have been e-mail blasted before given a “Red-Alert” designation. All such activities shall be entered in a Memo in the Animal’s ID window with the date and description of the activity.
- d. While there is no maximum time limit on the kenneling of animals in the shelter, animals maintained over forty-five (45) shall be aggressively promoted for fostering or shall have assigned and implemented an exercise/socialization/medical plan.
- e. **Healthy dogs and cats that are slated for euthanasia for time/space reasons shall be designated as a “Red-Alert” animal on the New Hope Alert for no less than the seven (7) day period.**
- f. **Private citizens and New Hope Partners shall be allowed to place an “IP” on a “Red Alert” animal up to the 6<sup>th</sup> day of the Red-Alert listing.** Center Managers, ACT supervisors and Veterinary Medical Staff are to give the “Red Alert” designation grave consideration before its application and all adoption promotional opportunities should have been taken prior to this designation.
- g. **All dogs and cats receiving a “Red-Alert” designation for time and space shall be euthanized at the end of the 7<sup>th</sup> day hold period following the application of the Red-Listing.**
- h. Any “Red Alert” dog or cat can be removed from the “Red-List” any time prior to the 7<sup>th</sup> day by the Center Manager or ACT Supervisor should the reason for such designation change or improve.

**Approved:**

**Date:**

# **AGREEMENT**

BETWEEN

THE CITY OF LOS ANGELES AND

DR. ERIC D. JONES, DVM

FOR THE OPERATION OF THE SPAY/NEUTER CLINIC AT THE

SOUTH LOS ANGELES ANIMAL SHELTER

3612 11<sup>th</sup> Avenue

Los Angeles, California, 90018



# AGREEMENT WITH DR. ERIC D. JONES, DVM

## TABLE OF CONTENTS

<u>Section</u>	<u>Description</u>	<u>Page</u>
I.	Representatives of the Parties and Service of Notice .....	2
II.	Term of Agreement.....	3
III.	Premises .....	3
IV.	Department Requirements .....	4
V	Contractual Services .....	5
A.	Surgical Procedures .....	5
B.	Emergency Medical Treatment.....	5
C.	Care of Animals .....	6
D.	Public Outreach .....	7
E.	Cost of Supplies, Services and Personnel.....	7
F.	Utilities.....	7
VI.	Limitation of Use of Premises .....	7
VII.	Other Provisions of the Agreement.....	7
A.	Execution of Agreement .....	8
B.	Clinic Maintenance .....	8
	1. Maintenance of Premises .....	8
	2. Clinic Housekeeping.....	8
	3. Safety .....	8
	4. Operation of Shelters.....	9
	5. Proper Storage .....	9
	6. Signage .....	9
	7. Access to Facilities .....	9
	8. Waste Disposal Fees.....	9
	9. Correction of Conditions Leading to Damage .....	9
	10. Property Damage and Theft Reporting .....	9
	11. Damage of Destruction to Premises .....	9
	12. Pest Control.....	10
C.	Equipment .....	11

D.	Payments .....	11
E.	Prices and Services.....	12
F.	Management Information Reports .....	13
G.	Termination of the Agreement .....	13
H.	Program Manager .....	14
I.	Insurance.....	14
J.	Faithful Performance Bond.....	14
K.	Improvements.....	14
VIII.	Confidentiality of Information .....	14
IX.	Required Information .....	14
X.	Amendments .....	15
XI.	Incorporation of Attachments.....	15
XII.	Order of Precedence .....	15
XIII.	Entire Agreement.....	15
	Signature Page.....	16
	Attachment A (Premises Map)	
	Attachment B (Standard Provisions for City Contracts)	
	Attachment C (Equipment Provided in the Clinic)	
	Attachment D (Insurance Requirements)	

AGREEMENT  
BETWEEN  
THE CITY OF LOS ANGELES AND  
DR. ERIC D. JONES, DVM  
FOR THE OPERATION OF THE SPAY/NEUTER CLINIC AT THE SOUTH LOS ANGELES  
ANIMAL SHELTER

THIS AGREEMENT ("Agreement") is entered into as of **April 1, 2007** (the "Effective Date") between the City of Los Angeles ("City"), a municipal corporation, acting by and through the Department of Animal Services ("Department") and Dr. Eric D. Jones, a licensed veterinarian, authorized to do business in the State of California, ("Contractor") with regard to the following:

WHEREAS, the Department desires Contractor to provide spay/neuter surgeries and related services in the South Los Angeles Animal Shelter Spay/Neuter Clinic ("Clinic"); and

WHEREAS, the Department released a Request for Proposals on October 30, 2006, to solicit such services; and

WHEREAS, the proposed spay/neuter services would be primarily for shelter cats, dogs and rabbits (as needed) that are being adopted from the shelter as well as to qualifying City residents in the South Los Angeles area; and

WHEREAS, operating the Clinic will augment the Department's ability to provide spay/neuter services to adopters and residents in South Los Angeles and utilize the Clinic for the benefit of the Department and the surrounding communities; and

WHEREAS, Contractor was the sole proposer for this opportunity, but met all requirements; and

WHEREAS, Contractor's services will be for a term of five years, with up to four one-year extensions, commencing on **April 1, 2007**.

NOW THEREFORE, In consideration of the above premises and of the covenants and representations set forth herein, the parties agree as follows:

SECTION I. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICE

A. The representatives of the parties authorized to administer this Agreement, and to whom formal notices, demands, and communications shall be given are as follows:

1. The representative of the City shall be the General Manager of the Department, or that person's authorized representative, located at:

City of Los Angeles, Department of Animal Services  
221 North Figueroa St, Room 500  
Los Angeles, California 90012  
Phone: (213) 482-9558  
Fax : (213) 482-9511

2. The representative of Contractor shall be:

Dr. Eric D. Jones, DVM  
(Address to be determined)  
Phone: (323) 252-6225  
Fax:  
Email: docej00@aol.com

- B. Formal notices, demands, and communications required hereunder by any party shall be made in writing and communicated by U.S. mail, fax or email.
- C. If the name of the person designated to receive the notices, demands, or communications, or the address of such person is changed, written notice shall be given to the other parties, in accordance with Section I, within five (5) working days of said change.

## SECTION II. TERM OF AGREEMENT

The term of this Agreement shall be for a term of five (5) years, commencing on the Effective Date, with up to four one-year extensions, exercised solely at the discretion of the City.

## SECTION III. PREMISES

The premises covered by this Agreement is the Spay and Neuter Clinic ("Premises" or "Clinic") located on the second floor of the South Los Angeles Animal Shelter located at 3612 11<sup>th</sup> Avenue, Los Angeles, CA 90018.

A Premises Map is attached hereto and incorporated herein as Attachment A. Reserved parking for Contractor, Contractor's staff, and clinic customers may be made available, to be coordinated with SLA Shelter staff.

City grants the Contractor, its employees and agents, members of the public and the animals related to the day's surgeries, non-exclusive right of ingress and egress into the South Los Angeles Animal Shelter, for the limited purpose of accessing the Clinic on the second floor of the shelter on days Contractor will be performing permitted services.

Contractor will provide to the Department a copy of its current veterinary Premise License for the shelter medical facilities as required by the California Veterinary Medical Board.

Department certifies that all components of the existing premises are in full compliance with the regulatory requirements of the California Veterinary Medical Board, the Drug Enforcement Agency, American Veterinary Medical Association guidelines, and all federal, state and local laws.

Department certifies and guarantees that all existing infrastructure within the Clinic (e.g. air conditioning, heating, electricity, water, restroom, cabinetry, locking doors and clothing washer/dryer) are in normal and optimum working condition.

Department guarantees the normal and optimum working condition of the medical equipment set forth in Attachment C.

Department will provide at least four (4) floor level cabinets for the exclusive use of the Contractor for storage of its medical and surgical equipment and supplies. Said cabinets will have padlock-type latches installed to permit Contractor-supplied locks. Keys to these locks will be held by the employees of the Contractor and by the Shelter Manager.

#### SECTION IV. DEPARTMENT REQUIREMENTS

- A. Contractor will comply with the regulatory requirements of the California Veterinary Medical Board and the Drug Enforcement Agency, including but not limited to obtaining appropriate licenses and permits from the California Veterinary Medical Board and the Drug Enforcement Agency to become the “managing licensee” of the Clinic.
- B. Department expects Contractor to perform all spay/neuter surgeries requested by the Department; the Department has estimated that the number of surgeries required could be 500 per month, performed 40 hours per week, five days per week. Contractor will provide the spay/neuter surgeries for the Department’s shelter animals and for public animals. Contractor will perform all sterilizations using vouchers from the Department’s voucher program in full payment for all work performed for shelter animals and for dogs and cats belonging to members of the surrounding community, based upon the voucher rate for such surgeries as set by the Department.
- C. In addition to the above, the Contractor may occasionally be requested by the Department to conduct Wellness Clinics (vaccine clinics). The Contractor will also provide special events at the Clinic as mutually agreed between Contractor and the Department, for feral cat spay/neuter days, big dog days and the like, and such dates if mutually agreed upon, shall be in addition to a regularly scheduled day. Such services may only be provided if mutually agreed upon by Contractor and the Department.
- D. Contractor may also offer to the public additional services, provided that the written approval is received from the pet owner and the procedure is performed in conjunction with the surgical sterilization of the pet.
- E. Contractor shall abide by all provisions of the City of Los Angeles’ Standard Provisions for City Contracts (Standard Provisions), attached hereto and incorporated herein as Attachment B. These Standard Provisions cover all aspects of the operations except that in cases where there is a conflict between the Standard Provisions and the terms of this Agreement, the latter is deemed controlling.
- F. Contractor shall be responsible for hiring, training, and supervision of Clinic personnel and will ensure that they have the appropriate qualifications and experience to assist in such functions.
- G. All hours and days of operation shall be prominently posted, clearly visible from public counter areas. Contractor may not change hours and days of operation without prior written

approval from the Department; such changes must be announced to the public no less than 30 days before they become effective.

## SECTION V. CONTRACTOR SERVICES

### A. SURGICAL PROCEDURES

1. Contractor shall perform approved surgical sterilizations utilizing veterinarians and registered technicians licensed by the California Board of Veterinary Examiners (including anesthesia, surgical techniques, post-operation care and monitoring) in accordance with CAVA guidelines and local, state and federal laws. This will be done for all healthy dogs and cats, eight weeks of age and older. Surgeries will be performed at the Clinic. Contractor will have at least one California licensed veterinarian and at least one licensed technician, or equivalent, at the Clinic at all times during hours of operation.
2. Spay/neuter surgeries must be performed a minimum of five days per week for shelter animals and for the public's animals and at such other special events as mutually agreed between Contractor and the Department.
3. Contractor shall perform pre-surgical physical examinations on animals to determine if an animal is qualified for surgical sterilization. The guidelines for acceptance or rejection of animals include, but are not limited to:
  - a. Animals that are pregnant or in "estrus" may be surgically sterilized at the discretion of the veterinarian.
  - b. Animals deemed unfit or unhealthy by a veterinarian may be rejected for surgical sterilization.
  - c. If surgical exploration is needed to determine if an animal has already been spayed, surgery shall be deemed performed and the fee paid to Contractor.
  - d. Animals of advanced age may require pre-surgical, geriatric blood screening.
4. It will be the responsibility of the shelter staff to transfer surgical candidates up to the clinic by 9:00 a.m. on the morning of each surgical day. Transfer of any animals that require return to the shelter population (for any reason) will be performed by shelter staff.
5. If, for any reason, on a given day, Contractor is unable to begin, continue or complete their daily surgical commitment due to the failure of the shelter to meet its obligations under this Agreement that would prevent Contractor from performing their obligations under the Agreement, such as failure by Department staff to provide animals for surgery, Contractor will be released from its contractual obligation to shelter animal sterilization for that day.

### B. EMERGENCY MEDICAL TREATMENT

1. Contractor will have a person qualified under the California Veterinary Practice Act available to the pet owner twenty-four hours a day for post-surgical inquiries and/or complications related to sterilization surgery. The Veterinarian provided by Contractor

shall have a pager and readily available phone communication at no cost to the pet owner.

2. Contractor shall monitor all animals for post-surgical complications. Contractor shall provide all appropriate medical treatment to animals in the event of an emergency related to the surgery at no additional cost to the Department or the pet owner.
3. Contractor's medical staff shall monitor all animals for post-surgical complications until the time of its release to the owner. Contractor shall provide all appropriate medical treatment to animals in the event of an emergency related to the surgery on the day of that animal's surgery at no additional cost to the Department or the pet owner.
4. At the time of release of surgical patients to their owner, Contractor will provide said owners with instructions (written and verbal) regarding post-surgical emergency care indicating the following:
  - a. In the event of an emergency within 48 hrs of post-surgical release, the owner will be directed to attempt to contact and/or take their pet to Contractor at the shelter. If the Contractor cannot be reached at the time or if said emergency occurs during Contractor's non-working hours or days, a local emergency (nighttime hours) and/or daytime veterinary practice (to be determined) will be designated for such emergency care. Any emergency requiring veterinary intervention and determined to be related to spay/neuter surgery or its related treatments will be paid for by Contractor.
  - b. After 72 hours post-surgery, however, the Contractor will only take financial responsibility for veterinary care that takes place in a daytime practice (to be determined). After 72 hours, care of nighttime emergencies will be the financial responsibility of the owner.
  - c. After 10 days from surgery, any medical evaluation or treatment possibly related to spay/neuter surgery will be free of charge to the owner only if the pet is seen by a veterinarian working for the Contractor on a regular surgery day, regardless of whether it is a shelter adoptee or public pet surgery day.
5. A phone number will be provided to the owner to facilitate communication with the Contractor regarding any of the aforementioned issues.
6. In the event that non-adopted shelter animals are included in any given surgery day, post-operative medical evaluation and treatment of those animals will be the responsibility of the Contractor only so far as possible during regularly scheduled surgery days and hours. At all other times said medical evaluation and treatment will be performed exclusively by the shelter veterinarian and medical staff.
7. All additional billing charged to pet owners shall be reported by Contractor to the Department's program manager, in writing, within five (5) days after the animal is released from treatment.

#### C. CARE OF ANIMALS

1. Care of surgical patients shall be in conformance with all federal, state and local humane laws and statutes. A licensed Registered Veterinary Technician or equivalent shall remain on duty following the procedure until the animals have recovered sufficiently enough to be sent home with their owner or transferred to the care of the shelter staff depending on where the animal came from.
2. Animals unclaimed by owner(s) at the end of the business day shall be kept overnight at the Clinic, unless determined otherwise by Department staff, while reasonable efforts are made by the Contractor to contact the pet owner. If Contractor does not plan to staff the Clinic after hours, Contractor must inform owners and Department that animals will be left unattended if not picked up.
3. All pre-adopted animals shall be released the day of surgery to their owners. Animals that are not pre-adopted shall be released to the Department at such time as medically safe to do so. All animals will be released with post-operative written instructions, including emergency phone numbers. Should complications arise, Contractor shall remain responsible for the care of the animal until the complication(s) is abated.

#### D. PUBLIC OUTREACH

Contractor shall provide a public outreach program to advertise spay/neuter services to the public in the communities surrounding the Clinic, subject to the mutual approval of Contractor and the Department. At minimum Contractor will develop a website and will distribute flyers at the shelter.

#### E. COST OF SUPPLIES, SERVICES, AND PERSONNEL

The cost of staffing (veterinary, managerial, animal care, and clerical), maintaining the premises, and performing related services under the Agreement shall be the sole responsibility of Contractor. Contractor shall order, purchase, and maintain an adequate stock of all supplies and materials required for the performance of services such as drugs, medical supplies, general office maintenance supplies, and clerical supplies. Other than the cost for spay and neuter by means of the vouchers for the type of spay/neuter services performed, the City is not responsible for payment of any other cost or charges incurred by Contractor in providing services under this Agreement.

#### F. UTILITIES

Contractor shall not be required to pay for the use of electricity, natural gas, or water. However, Contractor shall be required to pay for all additional utilities, including telephone, data lines, internet, etc.

#### SECTION VI. LIMITATION OF USE OF PREMISES

During the days Contractor uses the Clinic, Contractor shall be fully responsible for its operations and maintenance. Contractor shall have no right to use any other parts of the shelter. The Department may allow the Clinic to be used by other parties during the days not utilized by Contractor, subject to the approval of Contractor, in its role as the "managing licensee" of the Clinic.

#### SECTION VII. OTHER PROVISIONS OF THE AGREEMENT



## A. EXECUTION OF AGREEMENT

Contractor will commence operations under this Agreement starting from the Effective Date of the Agreement, or a mutually agreed on date and time.

## B. CLINIC MAINTENANCE

The Department shall deliver all equipment in the Clinic to Contractor in proper operating condition (as listed in Attachment C). Any costs to deliver equipment in proper condition shall be borne by the Department. It is the sole responsibility of the Contractor to maintain the Clinic in good and working condition during those times when they are using it. All costs for maintenance of the Clinic to the standards of health and requirements shall be the responsibility of the Contractor. All equipment in the Clinic will be inspected and certified, by a licensed professional, and deemed in good operating condition by the Department prior to Contractor initiating surgical procedures in the Clinic. Contractor, upon termination of this Agreement, will have all equipment inspected and certified by a licensed professional, and must be left in good operating condition as when delivered by the Department, reasonable wear and tear excepted, prior to vacating the Clinic.

This provision will be valid only so long as the Contractor is the sole occupant of the Clinic during the duration of this Agreement. If any other individual or organization (including shelter staff) uses the Clinic at any time during the duration of this Agreement, the Contractor will be released from any responsibility outlined in the paragraph above during that time.

### 1. MAINTENANCE OF PREMISES

The City shall maintain the premises, including heating and air conditioning systems, plumbing, etc., and maintain the delivery systems thereof.

### 2. CLINIC HOUSEKEEPING

Contractor shall ensure the cleanliness of the Clinic on a daily basis. This includes all operating rooms, examination rooms, cages, reception areas, hallways, and entrances. Contractor shall ensure that the Clinic and all equipment therein is maintained in a clean and sanitary condition, and shall comply with the standards set forth in Subsection (h) Section 4883 and Section 4854, Chapter 11 Veterinary Medicine, Article 1, Business and Professions Code.

### 3. SAFETY

Contractor shall correct safety deficiencies and violations of safety practices immediately and shall fully cooperate with the Department or any other City or government agency in the investigation of accidents occurring on the premises. In the event of injury to a person, the Contractor shall ensure that the injured person receives prompt and qualified medical attention, and as soon as possible thereafter, the Contractor shall submit a City Form General No. 87 "Non-employee Accident or Illness Report." If the Contractor fails to correct hazardous conditions which have led or in the opinion of the Department could lead to injury, the Department may immediately exercise the option to terminate this Agreement for non-performance.

#### 4. OPERATION OF SHELTERS

Contractor shall not interfere in the operation of the Department's Animal Shelters.

#### 5. PROPER STORAGE

Contractor shall not store materials or substances in the Clinic constituting an unnecessary, unreasonable, or unlawful fire hazard or public health hazard.

#### 6. SIGNAGE

Contractor shall not display any sign or posters unless approved by the Department in advance in writing. The Department may require removal or refurbishment of any sign previously approved at any time.

#### 7. ACCESS TO FACILITIES

The Department and appropriate government agencies shall have unrestricted and full access to the Clinic facilities to make changes and alterations determined as appropriate.

#### 8. WASTE DISPOSAL FEES

Contractor will be responsible for all fees for hazardous and non-hazardous waste disposal beyond regular office generated trash and sewage.

#### 9. CORRECTION OF CONDITIONS LEADING TO DAMAGE

If Contractor fails, after written notice, to correct such conditions which have led or, in the opinion of City, could lead to significant damage to City property, the General Manager may at its option, and in addition to all other remedies which may be available to it, repair, replace, rebuild, redecorate or paint any such Premises included in said notice, with the cost thereof, plus fifteen percent (15%) for administrative overhead, to be paid by Contractor to City on demand.

#### 10. PROPERTY DAMAGE AND THEFT REPORTING

Contractor shall complete and submit to the Department a "Special Occurrence and Loss Report," in the event that the Premises and/or City owned property is damaged or destroyed, in whole or in part, from any cause whatsoever, and in the event of theft, burglary, or other crime committed on the Premises. Blank forms for this purpose shall be provided by the Department.

#### 11. DAMAGE OR DESTRUCTION TO PREMISES

##### a. Partial Damage

If all or a portion of the Premises are partially damaged by fire, explosion, flooding inundation, floods, the elements, public enemy, or other casualty, but not rendered uninhabitable, the same will be repaired with due diligence by City at its own cost and expense, subject to the limitations as hereinafter provided; if said damage is caused by

the negligent acts or omissions of Contractor, its agents, officers, or employees, Contractor shall be responsible for reimbursing City for the cost and expense incurred in making such repairs.

b. Extensive Damage

If the damages as described above in "Partial Damage" are so extensive as to render the Premises or a portion thereof uninhabitable, but are capable of being repaired within a reasonable time not to exceed sixty (60) days, the same shall be repaired with due diligence by City at its own cost and expense and a negotiated portion of the fees and charges payable hereunder shall abate from the time of such damage until such time as the Premises are fully restored and certified by General Manager as again ready for use; provided, however, that if such damage is caused by the negligent acts or omissions of Contractor, its agents, officers, or employees, said fees and charges will not abate and Contractor shall be responsible for the cost and expenses incurred in making such repairs.

c. Complete Destruction

In the event all or a substantial portion of the Premises are completely destroyed by fire, explosion, the elements, public enemy, or other casualty, or are so damaged that they are uninhabitable and cannot be replaced except after more than sixty (60) days, City shall be under no obligation to repair, replace or reconstruct said Premises, and an appropriate portion of the fees and charges payable hereunder shall abate as of the time of such damage or destruction and shall henceforth cease until such time as the said Premises are fully restored. If within four (4) months after the time of such damage or destruction said Premises have not been repaired or reconstructed, Contractor may terminate this Agreement in its entirety as of the date of such damage or destruction. Notwithstanding the foregoing, if the said Premises, or a substantial portion thereof, are completely destroyed as a result of the negligent acts or omissions of Contractor, its agents, officers, or employees, said fees and charges shall not abate and City may, in its discretion, require Contractor to repair and reconstruct the same within twelve (12) months of such destruction and Contractor shall be responsible for reimbursing City for the cost and expenses incurred in making such repairs. Contractor shall continue paying City rent as determined above during the rebuilding of the facility.

d. Limits of City's Obligation Defined

In the application of the foregoing provisions, City may, but shall not be obligated to, repair or reconstruct the Premises. If City chooses to do so, City's obligation shall also be limited to repair or reconstruction of the Premises to the same extent and of equal quality as obtained by Contractor at the commencement of its operations hereunder. Redecoration and replacement of furniture, equipment, and supplies provided by Contractor shall be the responsibility of Contractor and any such redecoration and refurbishing/reequipping shall be equivalent in quality to that originally installed.

## 12. PEST CONTROL

Pest control for pests which may cause permanent structural damage to Department property (for example, termite infestation) shall be the responsibility of City. Contractor shall take all reasonable measures to reduce the proliferation of pests, including

maintaining the Premises clean and orderly in accordance with this Section, and keeping wood components painted. General Manager may direct Contractor to take additional measures to abate pests which are an immediate threat to public health or safety.

#### C. EQUIPMENT

Contractor shall, at all times and at its expense, keep and maintain all equipment used by Contractor in the operation of the Clinic, whether owned and/or installed by Contractor or City, in good repair and in a clean, sanitary, and orderly condition and appearance.

No equipment provided by City shall be removed or replaced by Contractor without the prior written consent of the General Manager, and if consent is secured, such removal and/or replacement shall be at the expense of Contractor.

Contractor shall have priority over the use of the clothes washing machine and clothes dryer provided by City and listed in Attachment C.

Other than those items listed in Attachment C, all materials, equipment and supplies required for the performance of spay/neuter surgeries will be provided by the Contractor. Any and all equipment and supplies in possession of the city/shelter will be removed or secured away from the immediate working area and will, in no way, be the responsibility of the Contractor.

#### D. PAYMENTS

1. For services provided by Contractor under this Agreement, City shall pay Contractor as follows:

- a. City shall pay Contractor for spay/neuter surgeries for dogs, cats, and rabbits (males and females) from the shelter and those brought in by the public.
- b. The amount paid shall be the base price for surgeries, as listed in Section VII.E. City shall also pay the face value of discount coupons and free certificates redeemed with Contractor.
- c. Invoicing and Payment Schedule:
  1. Contractor shall remit invoices for the above services on or before the 10th of the month after which the service is provided.
  2. Each invoice shall be accompanied by supporting documentation, such as suitable proof of surgeries, or other documentation as may be required by the Department.
  3. All payments are subject to Department review and approval of Contractor's documentation and work.
  4. Department will make all reasonable efforts to pay Contractor each month for services rendered the previous month.

2. In addition to the above, Contractor shall pay Department as follows:

- a. 7% of payments for spay/neuter surgeries performed by Contractor and paid by Department.
- b. 50% of revenue from Wellness Clinics provided to members of the public (up to \$15,000.00 per year).
- c. 10% of revenues from all other services listed in Section VII.F, provided by Contractor under this Agreement.

3. Payments shall be due on or before the 10th of the month after the service is provided.

#### E. PRICES AND SERVICES

The prices (fee) per surgery will be the amount of the voucher used by the Department for the specific type of spay/neuter surgery. Prices may not exceed fees approved by the Board of Commissioners.

1. Free to the Public Spay/Neuter Certificate Program - \$60 per surgery for:
  - a. Low-Income persons.
  - b. Senior Citizens.
  - c. Disabled Persons.
2. FELIX (Feral) Coupon Programs - \$30 per surgery.
3. Spay/Neuter Shelter Adoption Programs - per Surgery
  - a. Cats and dogs – Female \$48, Male \$40.
  - b. Rabbits \$65.
  - d. Large Dog Adoption (extra \$50 for dogs in excess of 50 pounds)  
Total - Female \$98, Male \$90

Other Services - In addition to the required spay and neuter surgeries as stated herein, Contractor may at its sole discretion offer to the public other veterinary services as approved by the General Manager at the cost allowed by the Department. These services will be offered only after prior agreement and mutual consent of both parties to this Agreement and will not constitute a requirement for fulfillment of this contractual agreement. Except for emergencies, the City's free spay/neuter surgeries will take precedence over all other veterinary services. Prices of additional services are at Contractor's discretion but must be of moderate level in comparison with standard veterinary fees. All fees are subject to Department's disapproval. The following additional services may be rendered by the Contractor:

Umbilical Hernia Repair  
 Cryptorchid (Dog) Additional  
 Cryptorchid (Cat) Additional  
 Already Spayed Dog (Not Opened/Anesthesia)  
 Already Spayed Cat (Not Opened/Anesthesia)  
 Already Opened/Over Three Weeks Pregnant  
 Antibiotics Home  
 Fluids  
 Geriatric Blood Screen  
 Boarding Fees

Dewclaw  
Nail Trim  
Pluck Ears  
Flush Ears  
Foxtail or Infected  
Abscess Male Cats (simple only)  
Express Anal Gland  
Shave Mats  
Deciduous Teeth  
In Estrus  
Micro-chip

The City may occasionally request Contractor to conduct Wellness Clinics (vaccine clinics), and to provide veterinary services at prices approved by the General Manager. Such service may be provided if mutually agreed by Contractor and the Department.

#### F. MANAGEMENT INFORMATION REPORTS

The Contractor shall be required to provide to the Program Manager monthly reports summarizing the services provided for the Department by the 10th day after the end of the month. The information should include but not be limited to, the number of spay/neuter procedures performed daily, reporting the number of:

Dogs and cats (by category) spayed and neutered (by category) at the Clinic.

The number of post surgical complications reported each month and how each case was resolved.

Dogs and cats receiving wellness services and which services were provided.

The above-mentioned reports must be submitted with the monthly invoice(s).

The Department reserves the right to inspect the Contractor's computer and written records including, but not limited to, financial records, patient files, laboratory reports, vendor records, and Drug Enforcement Administration (DEA) logs to the City, provided such inspections are conducted during normal operating hours.

#### G. TERMINATION OF THE AGREEMENT

##### 1. Termination for Convenience

The City reserves the right to terminate this agreement on 60 days' written notice to Contractor.

##### 2. Termination for Cause

In the event Contractor defaults in the performance of any of the terms or conditions of the Agreement, or becomes unable through personal non-capacity to fulfill its obligations under the Agreement, or defaults in the performance of any of the other terms or provisions therein required, the Department shall have the following options without any further notice or authorization from the Contractor, and its choice of any option shall in no way waive its rights to select any other option at any time:

a. The Department may give Contractor written notice of such default. If Contractor does not cure said default within 30 days after it was first discovered (forthwith for a default involving sanitary or safety conditions) or make reasonable progress to cure said default, the Department may terminate the Agreement, and in addition may assume the operation of the spay/neuter Clinic, and exclude Contractor from the premises; and/or;

b. The Department may recover by law any and all claims which may be due the Department; and/or;

If Department breaches its obligations under the Agreement, Contractor may provide 30 day written notice of breach and Contractor's notice of termination.

#### H. PROGRAM MANAGER

The Department Program Manager shall be a duly authorized employee of the Department. The Program Manager will monitor Contractor's compliance with and performance under the terms and conditions of this Agreement and will provide information to Contractor in areas relating to policy and procedural requirements.

#### I. INSURANCE

Contractor shall provide and maintain insurance as defined in the Standard Provisions, and limits of liability defined in Exhibit D, attached hereto and incorporated herein.

#### J. FAITHFUL PERFORMANCE BOND

Contractor shall provide a performance bond in the amount of \$36,600 payable to the City of Los Angeles to guarantee contractor's performance of the terms. Said bond must be in a form pre-approved by the Department. Contractor must maintain bond throughout the life of this Agreement.

#### K. IMPROVEMENTS

Contractor shall make no improvements to the Premises without prior written approval of the Department.

### SECTION VIII. CONFIDENTIALITY OF INFORMATION

Contractor and Department shall treat all information provided by the Department and Contractor under this Agreement, as secure and confidential, and such information should be used only for purposes of implementing terms and conditions of this Agreement. Contractor shall treat all information provided by the public pursuant to this Agreement, including but not limited to names, addresses and other information, as secure and confidential, and such information should be used only for purposes of implementing the services provided under this agreement, and shall be provided only to the Department and the Program Manager. The provision of this section survives termination of this Agreement.

### SECTION IX. REQUIRED INFORMATION

Alternate forms and methods of providing the information required by each party of this Agreement, including electronic transfer, may be mutually developed by Contractor and the

Department.

#### SECTION X. AMENDMENTS

All amendments hereto shall be in writing and signed by persons authorized to bind the parties thereto.

#### SECTION XI. INCORPORATION OF ATTACHMENTS

The following Attachments are hereby incorporated into and made a part of this Agreement:

Attachment A – Premises Map

Attachment B - Standard Provisions for City Personal Services Contracts (revised 10/03)

Attachment C – Equipment List

Attachment D – Insurance Requirements

#### SECTION XII. ORDER OF PRECEDENCE

In the event of any inconsistency between the provisions of this Agreement and/or the Appendices, the inconsistency shall be resolved by giving precedence in the following order:

Premises Map  
Standard Provisions  
Equipment List  
Insurance

#### SECTION XIII. ENTIRE AGREEMENT

This Agreement includes Attachments A through D, and constitutes the full and complete understanding between the parties. This Agreement is executed in four duplicate originals, each of which is deemed to be an original.



**IN WITNESS THEREOF**, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

**The City of Los Angeles**

**Contractor**

By \_\_\_\_\_  
**Edward A. Boks**  
General Manager  
Animal Services Department

By: \_\_\_\_\_  
**Dr. Eric D. Jones, DVM**  
Owner

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

**ATTEST:**

ROCKARD J. DELGADILLO, City Attorney   FRANK T. MARTINEZ, City Clerk

By \_\_\_\_\_  
**Dov S. Lesel**  
**Assistant City Attorney**

By \_\_\_\_\_  
**Deputy City Clerk**

Date \_\_\_\_\_

Date \_\_\_\_\_

Los Angeles City Business License Number \_\_\_\_\_

IRS Taxpayer Identification Number \_\_\_\_\_

City Agreement Number \_\_\_\_\_

**ATTACHMENT A  
PREMISES MAP**

**ATTACHMENT B**  
**STANDARD PROVISIONS FOR CITY CONTRACTS (REV 10/03)**

**ATTACHMENT C  
EQUIPMENT PROVIDED IN THE CLINIC**

**South Los Angeles Spay/Neuter Clinic Inventory**

1 Washer  
1 Dryer  
2 ½ Size Refrigerators  
3 Isoflurane Anesthetic Machines  
4 Autoclaves  
5 Bottles Isoflourin  
2 Surgery Tables  
1 Ultrasonic Instrument Cleaner

**ATTACHMENT D**  
**INSURANCE REQUIREMENTS**