



BOARD OF ANIMAL SERVICES COMMISSIONERS
CITY OF LOS ANGELES
Tuesday, January 28, 2014
10:00 A.M.

**Los Angeles City Hall
200 North Spring Street
Room 1060
Los Angeles, California 90012**

LISA McCURDY
President

JIM JENSVOLD
Vice-President

MAGGIE NEILSON
ALANA YAÑEZ
DAVID ZAFT

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 requiere servicios de traduccion, favor de notificar la oficina con 24 horas por anticipado.

COMMISSION MEETING

1. 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.)

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. COMMISSION BUSINESS

- A. Approval of the Minutes for the Meetings of December 10, 2013.
- B. Approval of 2014 Meeting Schedule

3. DISCUSSION ITEMS

- A. Cooling Off Period between Owner Surrender and Adoption
- B. Discussion of Animal Transports to Individuals or Groups Outside Los Angeles
- C. Animal Welfare and Spay and Neuter Trust Fund Reports

4. BOARD REPORTS

- A. Two-Year Agreement To Provide An Animal Electronic Identification System ("Microchip")
- B. Vaccination Clinic Report and Draft Agreement

5. ORAL REPORT OF THE GENERAL MANAGER

6. BOARD AVAILABILITY FOR THE MEETING OF February 11, 2014

7. ADJOURNMENT

Next Commission Meeting is scheduled for 10:00 A.M. February 11, 2014, Los Angeles City Hall, Room 1060, 200 North Spring Street, Los Angeles, CA 90012.

AGENDAS - The Board of Animal Services Commissioners (Board) meets regularly every second (2nd) and fourth (4th) Tuesday 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, 5th Floor, 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 <http://www.laanimalservices.com/CommissionAgendas.htm>

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.

Please join us at our website: www.LAAnimalservices.com

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 except in public comment which is limited to three (3) minutes. 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.

**BOARD OF
ANIMAL SERVICES
COMMISSIONERS**

LISA MCCURDY
PRESIDENT

JIM JENSVOLD
VICE PRESIDENT

COMMISSIONERS

MAGGIE NEILSON

ALANA YAÑEZ

DAVID ZAFT

City of Los Angeles

CALIFORNIA



ERIC GARCETTI
MAYOR

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

BRENDA F. BARNETTE
GENERAL MANAGER

Report to the Board of Animal Services Commissioners

Brenda F. Barnette, General Manager

COMMISSION MEETING DATE: January 28, 2014

PREPARED BY: Ross Pool, Management Analyst II

SUBJECT: CALENDAR YEAR 2014 MEETING SCHEDULE

RECOMMENDATION

APPROVE and file the attached meeting schedule for calendar year 2014 along with the procedure for moving or canceling meetings.

BACKGROUND

Past practice has required the Commission to approve the meeting schedule for the coming year. Additionally, Commissioners must approve the date and meeting times for the bi-monthly meeting.

A meeting schedule has been prepared for the second and fourth Tuesday of each month. Time of the meetings remains at 10:00 AM for meetings held at City Hall. In addition four night meetings have been scheduled for various parts of the City. A night meeting begins at 7:00PM and concludes at approximately 9:30PM.

In order to avoid or reduce the risk of meeting cancelation, an agenda item will be added to determine the number of Board members available for the next scheduled meeting. In addition, Board members shall submit a quarterly calendar of days they may be unavailable for scheduled meetings. If it is apparent that there will be insufficient Board members for a quorum of a future scheduled meeting, the Board President or designee, shall inform the Board, General Manager and the Board Secretary of the meeting cancelation.

If a quorum will not be present for a scheduled meeting, the following procedure shall be followed:

Subject: Meeting Schedule

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1. The Commission President or designee is the only official authorized to cancel or reschedule a Commission meeting.
2. In the event a meeting must be canceled or rescheduled, the Commission President, or designee, shall inform the Department's General Manager and the Board Secretary of the cancelation or change in the meeting schedule.
3. The Board Secretary will then post a cancelation or change notice regarding the subject meeting on the Commission website and the door of the meeting room. In addition the Department of General Services shall be notified of the change so the room may be used by other City departments.

Attached is the schedule for all Commission meetings.

Approved:

Brenda F. Barnette, General Manager

Subject: Meeting Schedule

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Date: January 28, 2014

To: Board of Animal Services Commissioners

From: Ross Pool, Commission Secretary

Subject: 2014 SCHEDULED COMMISSION MEETING DATES

In order to effectively plan for forthcoming Board of Animal Service Commissioners events, a schedule of meeting dates is submitted for your approval. Please review the list of prospective meeting dates and indicate any changes that may be required.

The Commission meeting dates are:

MONTH	SCHEDULED MEETING DATE	MEETING LOCATION
January	14	City Hall
	28	City Hall
February	11	City Hall
	25	East Valley
March	11	City Hall
	25	City Hall
April	8	City Hall
	22	South LA
May	13	City Hall
	27	City Hall
June	10	City Hall
	24	Harbor
July	8	City Hall
	22	City Hall
August	12	City Hall
	26	City Hall
September	9	City Hall
	23	City Hall
October	14	City Hall
	28	West LA
November	11	Holiday
	25	City Hall
December	9	City Hall
	23	No Meeting

6 AGREEMENT BETWEEN THE CITY OF LOS ANGELES
AND
Found Animals Foundation, Inc..

FOR AN ELECTRONIC ANIMAL IDENTIFICATION SYSTEM

THIS AGREEMENT is entered into between the City of Los Angeles ("City"), a municipal corporation, acting by and through the Department of Animal Services ("Department"), and Found Animal Foundation, Inc., on ("Found Animal" or "Contractor"), with regard to the following:

WHEREAS, the Department desires an electronic animal identification system based upon subcutaneous implantation of devices using passive integrated transponder (PIT) tag technology; and

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

WHEREAS, the purpose of this electronic animal identification system is to establish a safe, effective, and accurate method of identifying dogs, cats, and other animals in the City of Los Angeles using modern technology, and to reunite lost pets with their owners; and

WHEREAS, the desired electronic animal identification system will augment the Department's present animal licensing and identification program; and

WHEREAS, the Department released a Request for Proposals on September 26, 2013, to acquire an electronic animal identification system, received three proposals, and selected Found Animals' proposal as best meeting the Department's needs.

NOW THEREFORE, in consideration of the above premises and of the covenants and representations established 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, as follows:

Brenda Barnette, General Manager
Department of Animal Services
221 North Figueroa Street, Suite 500
Los Angeles, California 90012
Phone: (213) 482-9558
Fax : (213) 482-9511

2. The representative of Contractor shall be:
Aimee Gilbreath, Executive Director
Found Animals Foundation, Inc.
PO Box 66370

SECTION II. Term of Agreement

Unless terminated earlier pursuant to this Agreement or pursuant to termination provisions within the attached exhibits incorporated herein, the term of this Agreement shall be two (2) years, commencing on the effective date, and may be renewed for up to three (3) additional one (1) year agreements at the sole discretion of the Department. The Department may terminate this Agreement at any time during the term by giving 30 days written notice to Contractor.

SECTION III. Maximum Payment Per Fiscal Year

Payment to the Contractor by the City shall not exceed \$400,000 per City's fiscal year (defined as July 1 through June 30). This provision does not mean that the City is required to reach or approach this amount.

SECTION IV. Standard Provisions for City Contracts

The City's Standard Provisions for City Contracts, Revised 03/09 ("Standard Provisions"), are attached hereto and incorporated herein as Exhibit A, and made part of this Agreement.

SECTION V. Scope of Services

A. General Requirements

1. The Contractor shall provide the Department pre-registered PIT tags to implant into dogs and cats adopted from the Department's Animal Care Centers, as well as other Care Center animals as requested; and for all pets owned by members of the public who request this service from the Department during the term of this Agreement. Also, the Contractor shall provide the Department, at no additional charge, all scanners, equipment, related supplies, and support needed to implement and maintain the System throughout the term of this Agreement, including Agreement renewals.
2. At the start of the term of this Agreement, Contractor may be required to provide the Department with up to 190 scanners to meet its requirements. The scanner shall be provided within 30 calendar days of this Agreement's execution, as follows:

Six Department facilities may require approximately 10 scanners at each location for care center staff (veterinary staff and animal control technicians). These facilities will require a variety of scanners (heavy-duty, mini-scanners, pole-style scanners, etc.) to scan a variety of animals (large and small animals, aggressive animals, etc.).

The Department requires approximately 90 scanners for field staff (animal control officers). Scanners for field staff should be small or "mini"-style scanners, and/or pole-style scanners, readily usable by field staff in a variety of outdoor and indoor environments.

Contractor may also provide, at the start of the term of this Agreement, 20 scanners for use by the City of Los Angeles, Department of Public Works, Bureau of Sanitation. Said scanners shall be delivered to the Department of Animal Services (which shall distribute scanners to Bureau of Sanitation staff).

Cost of the scanners are:

Universal Scanners
Xtend Max Wand

First six (6) units free
Additional Units \$65.00
Buy one, Get one Free*

Universal Scanners
ISO Max V

\$500.00
Buy one, Get one Free*

Universal Scanners
Imax +

\$300.00
Buy one, Get one Free*

*Limit of 25 free Scanners

3. At the Department's request, and as the Department's needs change, Contractor may be required to provide additional scanners to the Department.
4. Scanners provided to the Department by Contractor shall become the property of the Department. The Department shall not be obligated to return scanners to the Contractor upon termination of this Agreement.
5. The Contractor shall offer a variety of PIT tag scanner types, to provide the maximum benefit to the Department, such as heavy-duty scanners, mini-scanners, pole-style scanners, and any other types designed for dangerous and hard to handle animals, and shall provide detailed specifications and operation instructions for each. The scanners shall be capable of reading all makes and models of PIT tags commonly used in North America.
6. The equipment proposed is required to be for a complete animal identification system using PIT technology.
7. The components of the System are 100% compatible with each other and all other PIT tags. The Contractor shall guarantee that the System is complete, that the components are compatible with each other, and that they meet the needs of the City. The Contractor shall identify the manufacturer and model of all equipment used and shall provide all technical information at the Department's request.
8. The components of the System meet all federal, state, and City requirements, including safety provisions.
9. All electrical equipment proposed shall be approved and/or certified as safe by a recognized electrical testing facility such as the Underwriters Laboratory or other widely-recognized organization.

B. PIT Tag Requirements; PIT Tags shall:

1. Be able to detect the radio frequency signals transmitted from the PIT tag scanner and respond by transmitting the PIT tag identifier in a radio frequency readable by the PIT

tag scanner. PIT tags shall be readable by all industry standard scanners widely used in North America.

2. Be encoded with a unique PIT tag identifier that shall be transmitted to the PIT tag scanner when activated by the PIT tag scanner's sending signal.
3. Have a guaranteed useful life span of fifteen (15) years or more (preferably twenty years) after implantation.
4. Have a PIT tag identifier that is guaranteed by the Contractor to be unique for the life span of the implanted PIT tag, assuming approximately 38,000 implantations by the Department per year.
5. Be constructed of non-toxic materials, be hermetically sealed in bio-compatible material, be migration resistant, and have a smooth surface that shall permit dependable and reliable implanting into animals.
6. Be shipped with identification labels as detailed below:
 - a. The identification labels shall be pressure sensitive with an approximate size of 1 inch by 2 5/8 inches (Avery model 5160 or similar).
 - b. Pre-printed with
 - i. The PIT tag identifiers
 - ii. The bar code representation of the PIT tag identifiers. The bar code shall be imprinted in Code 39 bar code symbology at medium density or other industry standard.
7. Be shipped in a sterile package ready for use with the PIT tag injection device.

C. PIT Tag Scanners shall:

1. Be capable of reading, displaying, storing, and processing PIT tag identifier codes that are included in the System proposed, by sending and receiving radio frequency signals.
2. Be capable of detecting the existence of any PIT tag widely used in North America regardless of the manufacturer or the PIT tag identifier codes used and be capable of reading and displaying the PIT tag identifier.
3. Have a reading distance of approximately six to twelve inches from the implant location of the PIT tag on the animal, regardless of the orientation of the PIT tag.
4. Be capable of performing all functions with one-hand operation.
5. Have an error rate of less than one error per one hundred thousand PIT tag readings or equivalent to the industry standard.
6. Have a readout response time of approximately one second or less after each PIT tag reading.
7. Be portable and powered by rechargeable batteries. The Contractor shall provide battery chargers to the Department at no additional charge.

8. Be able to store up to approximately 1,000 PIT tag identifiers with the time and date that they were read.
9. Be lightweight (approximately 3 lbs. or less) and easily held and operated by Department employees the entire normal workday.
10. Be moisture proof.
11. Be shatter resistant.
12. Have an audible indicator (beep sound) when a PIT tag is detected.
13. Have an automatic shutdown and/or turn off when left unattended.

D. PIT Tag Injection Devices shall:

1. Use a needle that is approximately 12 gauge or smaller.
2. Be designed for use by one person, during normal operations, when implanting PIT tags in domestic dogs and cats.
3. Be able to be used by all Department veterinarians and veterinary technicians to implant PIT tags.

E. Additional System Requirements

1. Data Processing Capabilities: The System has the data processing capabilities of sorting, downloading, and processing all PIT tag identifiers.
2. Training: The Contractor shall provide training on the procedure for implanting PIT tags, the use of the PIT tag scanners, and other necessary training for Department staff who use the System, as requested by the Department, at no additional cost. If requested by the Department, training shall be available initially at the start of this Agreement, and from time to time thereafter as required by the Department during the term of this Agreement. The Department's veterinarians and veterinary technicians shall be trained to use the scanners and implant the PIT tags; field staff (animal control officers) and care center staff (animal care technicians) shall be trained to use the scanners. Other Department staff may require training as needed to fully implement the System.
3. Sales Representation: The Contractor shall provide sales representation to the Department, at no additional cost. The Contractor's sales representative shall be available to visit Department staff at the Department's Care Centers approximately once a month, to provide training in using the System, updates on new equipment and products, and related support and information as requested by the Department.

F. Registry/Database Requirements

1. Database Requirement: The Contractor shall have a computerized database containing PIT tag identifiers and all corresponding information available related to implanted animals, including the name of the owner, address, city, state, zip code, telephone number, and the veterinarian or organization performing the implantation regardless of

the manufacturer of the PIT tag. This database shall be maintained for the term of this Agreement plus 10 years after the term of this Agreement. In addition, the database shall include the names of pet owners who have moved, whose pets have died or have been destroyed, and whose pets may be scanned in other jurisdictions.

2. Toll-Free Telephone Service: The Contractor shall provide a staffed, toll-free telephone service that the City and the public can call 24 hours a day, 7 days per week, and 365 days per year, to obtain the name, address, and telephone number (if available) of the pet owner if the PIT tag identifier is provided.
3. Enrollment in registry/database: PIT tags provided by Contractor shall be pre-registered into the Contractor's registry. Contractor shall offer the enrollment into the registry as a life-time membership, with no annual fees charged to the pet owner (although additional fees may be charged to the pet owner for a new registration [change of ownership] or change of pet owner's information).
4. Update of the City Database: The database shall include an automatic method or procedure to provide the Department with all available information on all animals implanted which are harbored within the City of Los Angeles in a timely manner, not to exceed 72 hours after initial entry into the database or update.

G. Public Outreach

1. Public Outreach Plan: The Contractor shall conduct a comprehensive public information plan throughout the term of this Agreement to inform the public about the System, its safety, and the benefits of having their pets implanted with PIT tags.
2. Printed Information: The Contractor shall provide, at its own cost, printed materials (such as brochures, displays, banners, and handouts) and/or electronic media (such as videos, DVDs, etc.) pertaining to the use, advantages, safety, and benefits of the System. The Contractor shall provide enough printed material to be distributed in all Department Care Centers and at Department-held special events.

H. Future Equipment Compatibility

1. The System and related equipment acquired under this Agreement shall be compatible with future identification systems and equipment offered by the Contractor or any other manufacturer of similar identification systems and equipment for the 20-year life of the PIT tags.
2. The Contractor shall provide to the Department new or upgraded equipment and technology that may be offered by the Contractor in the future, at no additional charge to the Department.

SECTION VI. Department Requirements

A. During the term of this Agreement, the Contractor shall be the Department's exclusive provider of PIT tags.

B. The Department shall provide Contractor with information related to each animal implanted with a PIT tag. The information provided by the Department shall include: the PIT tag code number; the date the PIT tag was implanted; descriptive information of the animal implanted;

the animal owners name, address, and telephone number; and record identification information. The information shall be transmitted to Contractor in a reasonable time after implantation, but not later than two weeks after implantation, and in a method determined by the Department.

- C. The Department shall designate a Contract Administrator, who shall monitor Contractor's compliance with and performance under the terms of this Agreement and shall provide information to Contractor in areas relating to policy and procedural requirements.

SECTION VII. Prices, Ordering, and Invoicing

- A. Contractor shall provide the Department with PIT tags pre-registered into Contractor's database, according to the following price schedule:

38,000 microchips annually at a cost of \$3.74 each

Above prices cover PIT tags and registration. In the event that an animal adopted from a Department Care Center has a PIT tag implanted by a previous owner, and the animal's adopter wishes to register their new pet to himself/herself, Contractor shall reregister the animal at no charge.

- B. The Department shall order PIT tags and related equipment from the Contractor when needed, approximately once each month or every other month. The order shall specify the quantity of PIT tags to be obtained and the location where the PIT tags are to be delivered.
- C. Contractor shall deliver the ordered PIT tags and related supplies within five working days after receipt of the order.
- D. Invoices shall be submitted to the Department according to the Billing and Invoicing Requirements in the Standard Provisions.
- E. The Department is not obligated to purchase PIT tags from Contractor unless funds are available specifically for that purpose and unless an order is placed with the Contractor by the Department.

SECTION VIII. Miscellaneous Provisions

- A. Termination

The Department may terminate this Agreement for CITY's convenience at any time by giving Contractor thirty (30) day's written notice thereof. Upon receipt of said notice, Contractor shall immediately take action not to incur any additional obligations, cost or expenses. Thereafter, Contractor shall have no further claims against the City under this Agreement.

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

1. The Department may give Contractor a written notice of such default. If Contractor does not cure said default within 30 days after notice (forthwith for a default involving sanitary or safety conditions) or make reasonable progress to cure said default, the Department may terminate this Agreement, and/or;

2. The Department may recover, to the extent allowed by law, any and all loss or damage which may be due the Department.

B. Insurance

The Contractor shall acquire and maintain the insurance coverage and liability limits for this Agreement as listed in Exhibit B, "Insurance Requirements." Evidence of coverage shall be provided according to the City's "Instructions And Information On Complying With City Insurance Requirements," included in Exhibit B. Contractor's insurance shall be approved by the City of Los Angeles, City Administrative Officer, Risk Management Division, prior to start of services.

SECTION IX. Confidentiality of Department Information

Contractor shall treat all information provided by the Department under this Agreement as secure and confidential and such information may be used only for purposes of implementing terms and conditions of this Agreement. Contractor shall not sell, disseminate, distribute, or circulate in any manner animal information provided by the Department regarding animals implanted with PIT tags or owners of such animals; nor shall the Contractor use the information provided to solicit donations for its own use. Notwithstanding this provision, Contractor shall at all times provide information from its database to persons or agencies who have scanned an animal and identified a Contractor's PIT tag. The provision of this section survives termination of this Agreement.

Animal Services is willing to provide you with microchip data on a regular, at least monthly, basis in return for you providing Animal Services with reciprocal update information from your database on all microchips in, or originating in the City of Los Angeles. The data will be provided electronically in a way that benefits both parties.

Animal Services is entrusted with and must safeguard owners' private information. Therefore, we must ensure that the data provided to you by Animal Services will not be used by Found Animals for commercial purposes, such as selling the data to third parties. In return, Animal Services will not use your information for commercial purposes.

SECTION X. 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 XI. Assumption of Costs

Contractor assumes all costs arising from the use of patented, trademarked, copyrighted, or service-marked materials, equipment, devices, processes, or rights used for this Agreement. Contractor agrees to indemnify the City from all damages, costs, expenses, and actions in law or equity for or on account of the use of any protected item used by the Contractor. The Department's accounting section will process invoices within two (2) weeks.

SECTION XII. Successors and Assigns

All of the terms, conditions, and provisions hereof shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement whose consent shall not be unreasonably withheld.

SECTION XIII. Severability

Should any portion of this Agreement be determined to be void or unenforceable, such shall be severed from the whole, and the Agreement will continue as modified.

SECTION XIV. Disputes

Should a dispute or controversy arise concerning provisions of this Agreement or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction.

SECTION XV. Incorporation of Attachments

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

Exhibit A: Standard Provisions for City Contracts (Revised 03/2009)

Exhibit B: Insurance Requirements

SECTION XVI. Order of Precedence

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

1. This Agreement
2. Exhibit A, Standard Provisions for City Contracts (Revised 03/2009)
3. Exhibit B, Insurance Requirements

SECTION XVII. Entire Agreement

This Agreement, including Exhibit A, Standard Provisions, and B, Insurance Requirements, contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments, or agreements whether oral or written and may be modified or amended only as herein provided. This Agreement is executed in four (4) duplicate originals, each of which is deemed to be an original.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement below.

**The City of Los Angeles,
Department of Animal Services**

By _____
Brenda Barnette, General Manager

Date: _____

**APPROVED AS TO FORM:
MIKE FEUER, City Attorney**

By _____
Dov S. Lesel, Assistant City Attorney

Date _____

**ATTEST:
HOLLY L. WOLCOTT, City Clerk**

By _____
Deputy City Clerk

Date _____

**FOUND ANIMALS Identification Systems,
Inc.**

By _____
Aimee Gilbreath
Executive Director

Date _____

**(second signature required of corporations)
FOUND ANIMALS Identification Systems,
Inc.**

By _____
Dennis Phillips
Chief Operating Officer

Date _____

DEPARTMENT OF ANIMAL SERVICES
STATEMENT OF REVENUE AND EXPENSES
FUND 842- ANIMAL STERILIZATION FUND (ASF)
For the period July 1, 2013 to December 31, 2013

	July 1-Nov 30,2013	Dec 1-31, 2013	(A + B = C)
Revenue	YTD Revenue (A)	Current Month (B)	Total (C)
Spay and Neuter Fees (\$7 for sterilized; \$2 for intact)	\$357,852.39	\$32,874.91	\$390,727.30
Donations & Contributions	31,292.25	2,370.00	\$33,662.25
General Fund Subsidy (\$710,000 total for 2013-14)	295,845.00	59,165.00	\$355,010.00
Total Revenue	\$684,989.64	\$94,409.91	\$779,399.55
Expenses/Encumbrances	YTD Expenses (A)	Current Month (B)	Total (C)
Spay and Neuter Program	\$443,553.40	\$154,796.10	\$598,349.50
Total Expense	\$443,553.40	\$154,796.10	\$598,349.50
Net Income (Loss)	\$241,436.24	(\$60,386.19)	\$181,050.05
Cash Balance, beginning , 07/01/2013			\$3,206,679.72
Cash Balance, end 12/31/2013			\$3,190,869.01
Dog/Cat Spay & Neuter Deposits	\$60,636.50		\$60,636.50
Pet Adoption Deposit	\$1,117,370.58	(\$111,210.00)	\$1,006,160.58
ASPCA ¹	\$0.00	\$37,500.00	\$37,500.00
Fund Balance Residual Encumbrance ²	\$438,336.81	(\$60,386.19)	\$377,950.62
Unrestricted & Undesignated Fund Balance	\$1,040,110.04	\$0.00	\$1,040,110.04
Residual Equity Transfer ³	\$668,511.27		\$668,511.27
Total	\$3,324,965.20	(\$134,096.19)	\$3,190,869.01

¹ Represents ASPCA grant received to pay for New Hope adoption fees

² Represents net spendable and available funds in the current year

³ Fund 543 (\$668,137.27) and Fund 841 (\$374) were closed. Proceeds went to Animal Sterilization Fund per CF 10-1277.

DEPARTMENT OF ANIMAL SERVICES
SCHEDULE OF DONATIONS & CONTRIBUTIONS
FUND 842- ANIMAL STERILIZATION FUND (ASF)
For the period July 1, 2013 to December 31, 2013

	July 1-Nov 30, 2013	Dec 1-31, 2013	
Donations & Contributions	YTD Revenue (A)	Current Month (B)	Total (C)
Donations via direct solicitation	292.00	0.00	292.00
Donation -- Big Fix	1,807.00	5.00	1,812.00
Donations -- \$250 and below	20,719.25	2,365.00	23,084.25
California Community Foundation -- Nellie Rhode Trust	7,819.00	0.00	7,819.00
Online Donations	655.00	0.00	655.00
Total Donations & Contributions	31,292.25	2,370.00	33,662.25

DEPARTMENT OF ANIMAL SERVICES
SCHEDULE OF SPAY AND NEUTER EXPENSES
FUND 842- ANIMAL STERILIZATION FUND (ASF)
For the period July 1, 2013 to December 31, 2013

	July 1-Nov 30,2013	Dec 1-31, 2013	(A + B = C)
Spay and Neuter Program Expenses	YTD Expenses (A)	Current Month (B)	Total (C)
Amanda Foundation (\$500,000 mobile spay/neuter contract)	\$144,375.00	\$36,090.00	\$180,465.00
Value Vet (\$500,000 contract for WLA S/N Clinic)	\$38,860.00	\$18,730.00	\$57,590.00
SNP LA (Two \$500,000 contracts for Harbor & EV S/N Clinics)	\$77,376.40	\$29,062.10	\$106,438.50
Other participating vets	\$182,942.00	\$70,914.00	\$253,856.00
Total S/N Program	\$443,553.40	\$154,796.10	\$598,349.50

DEPARTMENT OF ANIMAL SERVICES
STATEMENT OF REVENUE AND EXPENSES
Fund 859 - ANIMAL WELFARE TRUST FUND (AWTF)
For the period July 1, 2013 to December 31, 2013

	July 1-Nov 30, 2013	Dec 1-31, 2013	
	Year-to-Date (A)	Current Month (B)	Total (A + B = C)
Revenue			
Interest Income	\$6,043.91	\$934.69	\$6,978.60
Donations & Contributions	\$86,311.04	\$8,648.10	\$94,959.14
TOTAL REVENUE	\$92,354.95	\$9,582.79	\$101,937.74
Expenses			
Medical Supplies (evidence animal treatment)	\$5,000.00	\$0.00	\$5,000.00
Transfer to General Fund (For Council-approved facilities improvements)	\$497.88	0	\$497.88
TOTAL EXPENSES	\$5,497.88	\$0.00	\$5,497.88
Net Income (Loss):	\$86,857.07	\$9,582.79	\$96,439.86
Cash Balance, beginning 7/1/13			\$1,555,394.34
Cash Balance, end 12/31/13			\$1,602,332.08
	July 1-Nov 30, 2013	Dec 1-31, 2013	(A + B = C)
	Year-to-Date (A)	Current Month (B)	Total (A + B = C)
UNRESTRICTED DONATIONS			
AVAILABLE	\$895,771.18	\$3,587.84	\$899,359.02
AGAINST ANIMAL CRUELTY	\$7,115.62	\$210.00	\$7,325.62
AWARDS & REFRESHMENTS	\$433.00	\$0.00	\$433.00
TOTAL UNRESTRICTED DONATIONS	\$903,319.80	\$3,797.84	\$907,117.64
RESTRICTED DONATIONS			
WEST VALLEY SHELTER (Shelter maintenance)	\$19,595.55	\$545.60	\$20,141.15
HARBOR SHELTER *	\$17,037.26	\$427.50	\$17,464.76
NORTH CENTRAL SHELTER *	\$17,714.17	\$243.00	\$17,957.17
SOUTH LA SHELTER *	\$13,550.95	\$110.50	\$13,661.45
EAST VALLEY SHELTER *	\$26,183.76	\$736.61	\$26,920.37
WEST LA SHELTER *	\$38,169.46	\$872.50	\$39,041.96
ON-LINE DONATIONS			
SPECIAL TREATMENT AND RECOVERY (S.T.A.R.) PROGRAM	\$31,625.15	\$0.00	\$31,625.15
CHAMELEON DONATIONS			
S.T.A.R. PROGRAM	\$16,645.15	\$848.00	\$17,493.15
FOSTER PROGRAM	\$5,984.50	\$0.37	\$5,984.87
KENNEL PLAQUE SPONSORSHIP	\$17,050.00	\$600.00	\$17,650.00
PUBLIC EDUCATION	\$1,500.00	\$0.00	\$1,500.00
SPECIALIZED MOBILE ANIMAL RESCUE TEAM (SMART)	\$1,227.41	\$0.00	\$1,227.41
BEST FRIENDS ANIMAL SOCIETY			
Restricted to promote adoptions	\$50,744.00	\$0.00	\$50,744.00
Restricted to adoption ad campaign	\$30,000.00	\$0.00	\$30,000.00
CEQA RELATIVE TO PROPOSED "CAT PROGRAM"			
Best Friends Animal Society	\$17,500.00	\$0.00	\$17,500.00
Found Animals	\$17,500.00	\$0.00	\$17,500.00
California Community Foundation	\$8,500.00	\$0.00	\$8,500.00
ASPCA	\$8,500.00	\$0.00	\$8,500.00
ASPCA			
CARROLL PETRIE GRANT	\$83,550.00	\$0.00	\$83,550.00
GENERAL SERVICES DEPARTMENT	\$4,356.87	\$0.00	\$4,356.87
TOTAL RESTRICTED DONATIONS	\$426,934.23	\$4,384.08	\$431,318.31
UNRESTRICTED ESTATE DONATIONS			
ROBERT EMERSON ESTATE	\$10,228.24	\$0.00	\$10,228.24
LIZ DOUGLAS ESTATE	\$10,000.00	\$0.00	\$10,000.00
TOTAL UNRESTRICTED ESTATE DONATIONS	\$20,228.24	\$0.00	\$20,228.24
RESTRICTED ESTATE DONATIONS			
MARIE TYNER ESTATE (Maintenance of West Valley shelter)	\$41,841.36	\$1,400.87	\$43,242.23
AGNES WOOD ESTATE (Maintenance of North Central shelter)	\$112,813.67	\$0.00	\$112,813.67
LOUIS C. MIRABILE ESTATE (Maintenance of SLA shelter)	\$4,316.26	\$0.00	\$4,316.26
SHUSTER & CUNARD ESTATE (Maintenance of East Valley shelter)	\$55,165.68	\$0.00	\$55,165.68
AMELIA PARKER ESTATE Shelter renovations	\$7,130.05	\$0.00	\$7,130.05
JAMES SAMUEL ROGERS FOUNDATION S.T.A.R.	16,000.00	\$0.00	\$16,000.00
MARY LOUISE PORT LIVING TRUST (Maintenance of WLA shelter)	\$5,000.00	\$0.00	\$5,000.00
TOTAL RESTRICTED ESTATE DONATIONS	\$242,267.02	\$1,400.87	\$243,667.89
TOTAL ESTATE DONATIONS	\$262,495.26	\$1,400.87	\$263,896.13
TOTAL DONATIONS AND CONTRIBUTIONS	\$1,592,749.29	\$9,582.79	\$1,602,332.08

DEPARTMENT OF ANIMAL SERVICES
Schedule of Donations and Contributions by Program
Fund 859 - ANIMAL WELFARE TRUST FUND (AWTF)
For the period July 1, 2013 to December 31, 2013

	July 1-Nov 30, 2013	Dec 1-31, 2013	(A + B = C)
	YTD Revenue (A)	Current Month (B)	Total (C)
Donations & Contributions			
Donations -- Community Assistance Fund	\$363.00	\$91.50	\$454.50
Donations -- Special Treatment And Recovery	\$793.00	\$1,413.00	\$2,206.00
Donations -- Kennel Plaque Sponsorship	\$3,600.00	\$0.00	\$3,600.00
Donations -- Foster	\$100.00	\$255.00	\$355.00
Donations -- Direct Solicitation	\$490.00	\$0.00	\$490.00
Donations - Grants			\$0.00
ASPCA-Carroll Petrie Grant	\$10,100.00		\$10,100.00
Donations AWTF (\$300 and below)	\$67,459.04	\$3,840.60	\$71,299.64
Online Donations			\$0.00
Animal Welfare	\$1,836.00	\$1,495.00	\$3,331.00
S.T.A.R	\$1,570.00	\$1,553.00	\$3,123.00
TOTAL DONATIONS	\$86,311.04	\$8,648.10	\$94,959.14

**BOARD OF
ANIMAL SERVICES
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CALIFORNIA



ERIC GARCETTI
MAYOR

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

BRENDA F. BARNETTE
General Manager

JOHN CHAVEZ
Assistant General Manager

Report to the Board of Animal Services Commissioners

Brenda Barnette, General Manager

COMMISSION MEETING DATE: January 28, 2014 **PREPARED BY:** Jan Selder

REPORT DATE: January 10, 2014 **TITLE:** Director of Field OPS

SUBJECT: TRANSPORT ACTIVITIES - Update

BOARD ACTION RECOMMENDED:

- **NOTE AND FILE** the Department's updated report on transport activities.

SUMMARY:

On October 8, 2013, The Board of Animal Services Commissioners heard a report on transports, specifically:

- How many transports are done by the Department?
- Who's doing these transports and are they New Hope partners?
- What is the vetting process to ensure animals are transported to reputable organizations?
- What are Best Friends' transport numbers?
- How does the Department track transport activity?

On January 9, 2014 the Board requested an update on the report from October 8, 2013, specifically:

1. Whether photos are available
2. A check on other municipalities and on the reputations of the rescues
3. Spot check of paperwork and rescue groups
4. New Hope application and agreement. (Attached)

AN EQUAL OPPORTUNITY EMPLOYER

Visit our website at www.LAAnimalServices.com

FINDINGS:

1. The Department currently does not request photos of animals from our rescue groups, whether they have been adopted or transferred. Anecdotally, we do occasionally receive a photo from a satisfied adopter with a picture of their new pet.
2. We are waiting to hear from our City Attorney on the jurisdictional legalities of checking up on other municipalities and on rescue groups outside of our jurisdiction. Contacting other shelters and rescue groups to 'check up' would be a staffing concern as well. The Department would need to assign a dedicated person to make the calls and if travel were involved, there would be a larger time and policy constraint.
3. The report that is required monthly by each New Hope Partner is our way to spot check our own rescues (New Hope Partners)
4. Copies of the New Hope documents are attached to this report.

FISCAL IMPACT:

There is no impact on the General Fund.

Approved:

Brenda Barnette, General Manager

BOARD ACTION:

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



City of Los Angeles Department of Animal Services

D – R – A – F - T

City Agreement Number _____

WITH SNP LA, Inc.

To Provide Pet Vaccinations and Microchip Clinics

City Agreement Number _____

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AGREEMENT
BETWEEN THE CITY OF LOS ANGELES
AND SNP LA, INC.

FOR THE OPERATION OF VACCINATION AND MICROCHIP CLINICS

To City Agreement Number _____

THIS AGREEMENT ("Agreement") is entered into as of _____ and will be effective on the date the Office of the City Clerk attests this Agreement ("Execution Date"), between the City of Los Angeles ("City"), a municipal corporation, acting by and through the Department of Animal Services ("Department") and SNP LA, Inc. which is authorized to do business in the State of California, with regard to the following:

WHEREAS, the Department desires a Contractor to ensure that vaccinations are provided at the lowest possible price; and

WHEREAS, the Department would like a yearly calendar demonstrating the ability to serve all six City shelters; and sales of dog licenses or puppy certificates for dogs brought in and owned by City residents whose dogs are not licensed; and

WHEREAS, the Contractor was selected pursuant to a Request for Proposals ("RFP") issued by the Department on September 26, 2013 to solicit such services, and Contractor submitted a proposal in response to the RFP, met the requirements, and was awarded this Agreement by the Animal Services Board of Commissioners ("Board") on _____, and approved by the City Council on _____, for a two-year contract, renewable at the City's sole discretion for up to three additional years, for a period of up to five years (C.F. _____); and

WHEREAS, providing vaccinations and microchips augment the Department's ability to provide these services to animal owners and benefit the public;

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, as follows:

Brenda F. Barnette
General Manager, Department of Animal Services
221 North Figueroa Street, Suite 500
Los Angeles, California 90012

2. The representative of the Department of General Services shall be the General Manager of the Department, or that person's authorized representative, as follows:

Tony M. Royster

General Manager, Department of General Services
111 E. First Street, 7th Floor
Los Angeles, California 90012

3. The representative of Contractor shall be:

Noel Jackson, Director of Operations
SNP LA, Inc.
957 N. Gaffey Street
San Pedro, California 90731

- 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 within five (5) business days of said change.

Section II. Term

Unless terminated earlier pursuant to this Agreement or pursuant to termination provisions within the attached exhibits incorporated herein, the term of this Agreement shall be for TWO YEARS, and may be renewed for up to THREE additional years at the sole discretion of the Department. The City intends to exercise the renewal option on the condition that the Contractor's performance reasonably meets the expectations stipulated in this Agreement. The City will not decline to exercise the renewal option arbitrarily and capriciously.

Section III. Estimated Value of Agreement

The Department will not pay the Contractor for these services. The Contractor will be providing this service at its own expense, and the amount it charges the public. However, the Department will pay the Contractor \$2 for every license sold.

Section IV. License to Use Premises of Animal Shelters

Contractor shall comply with all provisions of the license to use the premises. The Departments of Animal Services and General Services, and the City Attorney, shall prepare and execute an operating agreement with a license agreement subject to the terms of the operating agreement.

Section V. Standard Provisions for City Contracts

Contractor shall comply with all provisions of the City of Los Angeles' Standard Provisions for City Contracts, (Revised 03/09), ("Standard Provisions"), attached as Exhibit X, incorporated and made part of this Agreement.

Section VI. Premises

The premises covered by this Agreement are the six shelters located at:

- North Central, 3201 Lacy Street, Los Angeles 90031
- South Los Angeles, 1850 W. 60th Street, Los Angeles 90047
- East Valley, 14409 Vanowen Street, Van Nuys 91405
- West Valley, 20655 Plummer Street, Chatsworth 91311

- West Los Angeles, 11361 W. Pico Boulevard, Los Angeles 90064
- Harbor, 957 N. Gaffey Street, San Pedro 90731

Clinics will be held for two hours, from 4:30 – 6:30 p.m. The Contractor shall provide a yearly calendar by December 1st of the prior year.

Section VII. Scope of Services

The Contractor shall be the sole private provider of vaccination and microchip clinics at each shelter and shall operate these clinics according to all federal, state, and local laws; shall provide all staffing, equipment, and supplies; shall obtain all permits, licenses, and registrations required to operate these clinics; and shall coordinate with Department staff to provide these services, as stipulated herein. In particular, the services to be provided are as follows:

A. Vaccine and Microchips

1. The Contractor shall provide pet vaccinations and microchips for the following prices:

DOG VACCINES	\$/unit	CAT VACCINES	\$/unit
Rabies	7	Rabies (or "Purevax")	7
4-in-1 DHPP ("DA2PP")	15	3-in-1 FVRCP (<i>Feline Viral Rhinotracheitis</i>)	15
Bordetella (<i>Bronchiseptica Bacterin</i>)	15	FELV (<i>Feline Leukemia Virus</i>)	15
Lyme (<i>Borrelia Burgdorfen</i>)	N/A	Praziquantel Inj	15-25
Microchips	15	Microchips	15
De-worming	20	De-worming	20
Praziquantel Inj	15-25	Nail trim	20
Nail trim	20		

The fees listed above would be good for two years. Any proposed vaccine price increases must first obtain approval in writing from the Department.

2. Other services to be performed include:

- a. The Contractor will coordinate _____ educational and community events to reach its target market: the local community, and low-income and English-as-a-second-language residents.
- b. The Contractor will partner with other organizations to reach pet owners who find that transportation is the main obstacle in getting their pets to a vaccination/microchip clinic.

B. Licensing

The Contractor will assist the Department in its efforts to license all dogs within its jurisdiction by providing, along with any other reporting requirements, a monthly report on the dogs entrusted to their care to include the following information:

- Dog's name
- Breed of dog
- Owner's name
- Owner's address and phone number
- Dog's license information

The Contractor shall sell dog licenses or puppy certificates for dogs brought in for microchip/vaccination services by persons residing in the City of Los Angeles whose dogs are not licensed. For this service the Contractor will be paid a sum not to exceed \$2.00 or such other amount as determined by the Board of Animal Services Commissioners and approved by the City Council, for each dog license or puppy certificate sold consistent with the guidelines established by the Department.

C. Care of Animals

1. Contractor's care of animals in its custody shall be in conformance with all federal, state, and local humane laws and statutes. A California-licensed veterinary technician, or equivalent, shall supervise the vaccination/microchip clinics.

[TBD: Shelter premise license: LAAS or clinic vet's license]

D. Release of Animals

All animals shall be released to pet owners with post-operative instructions, including emergency telephone numbers. Should complications occur, the Contractor shall retain responsibility and care for the animal until the complication is abated.

E. Additional Services to the Public

The American Society for the Prevention and Cruelty to Animals will provide sterilization surgeries at the South Los Angeles Shelter. The ASPCA plans on having free vaccine events in local parks; this organization is required to use reasonable efforts to coordinate these events with the Contractor so that the ASPCA's free vaccine clinics do not infringe on the vaccine/microchip Contractor's business.

F. Operational Requirements

1. Maintaining a Written Protocol of Procedures

Contractor shall maintain at all times an approved written protocol detailing all procedures, including, but not limited to animal handling, vaccination, and drug/microchip inventory. This protocol must be available for review and approval by the Department at the inception of this Agreement and at all times during its term. The Contractor shall post this protocol in a public area at all times.

2. Days and Hours of Operation

Contractor shall provide vaccination/microchip services for two hours, from 4:30 p.m. to 6:30 p.m. a minimum of ____ days per _____. All hours and days of operation, including additional holidays, shall be subject to mutual agreement between Contractor and Department, to be coordinated with the shelters, and shall be prominently posted, clearly visible to the public. 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 seven (7) calendar days before they become effective.

Contractor must notify Department via the Director of Shelter Operations of planned closures no less than 14 calendar days before the closure, and must post notice of said closure for public view.

3. Equipment and Supplies

Contractor shall obtain, at its own expense, all equipment and supplies to be used in the operation of the vaccination/microchip clinics, including all medical supplies, medicines, cleaning agents, microchips, tools, anesthesia machines, autoclaves, and any other necessary tools, instruments, supplies, and equipment. Contractor shall maintain in good working order, at its own expense, all equipment used in the operation of the clinics, and shall ensure that repairs or replacement of equipment does not unreasonably interrupt its services.

5. Cost of Supplies, Services, and Personnel

The cost of setting up, staffing, maintaining, and performing services under this Agreement shall be the Contractor's sole responsibility.

6. Licenses and Permits

Contractor shall obtain at its own expense, the following licenses and permits:

- A current Veterinary Premise License for the Clinic, naming the Contractor's veterinarian as the Managing Licensee, as required by the California Veterinary Medical Board.
- A current Veterinarian License for the Contractor's veterinarian(s), as required by the California Veterinary Medical Board.
- A Controlled Substance Registration Certificate, as required by the U.S. Department of Justice, Drug Enforcement Administration (DEA).
- All other necessary permits to operate the Clinic, including current licenses from the Board of Consumer Affairs, and any other regulatory agencies requiring licensure.

All licenses requiring display will be displayed in a designated area as prescribed by law. Copies shall be provided to the Department. Contractor shall maintain all licenses and permits current throughout the term of this Agreement, and shall not begin services under this Agreement until such licenses and permits are obtained.

7. Hazardous Waste Disposal

As used in this Agreement, the term "hazardous waste" shall mean sharps. The Contractor will be solely responsible for disposal of hazardous waste, at its own cost. Animal Services can provide the Contractor with the name of the vendor currently removing sharps for the Department.

8. Contractor Responsibilities

- a. Contractor shall follow the mandates of the California Veterinary Medicine Practice Act.
- b. Contractor shall report to the Department all unexpected deaths of animals that

occur under the care and control of the Contractor within five business days by submitting a report to the Director of Shelter Operations.

- c. Contractor shall make reasonable efforts to report any abuse, fraud or suspected abuse or fraud by pet owners.

G. Code of Ethics

The Contractor shall abide by the following Code of Ethics in providing services under this Agreement.

1. General: The Contractor shall perform services in an ethical and lawful manner. The Contractor shall not utilize medical or surgical techniques that are not approved by the American Veterinary Medical Association (AVMA) nor perform any services that the City has not authorized.
2. Communication Guidelines: Communication with the public shall be conducted in a positive, courteous manner.
3. Harassment or Abuse: The Contractor's personnel shall not engage in any conduct which would harass, oppress, or abuse any animal owner, Department staff member, or volunteer in connection with the services provided.
4. False or Misleading Representations: The Contractor's personnel shall not use any false, deceptive, or misleading representation with regards to the services provided.
5. Treatment of the Public: Contractor's personnel shall at all times treat the public with the utmost courtesy.

H. Quality Control

1. Contractor Employee Acceptability

The Contractor shall immediately remove and replace any of its employees who violate the terms and conditions of this Agreement and upon reasonable request of the Department.

2. Quality Assurance

The Contractor shall establish and maintain quality standards to assure it and the Department that the requirements of this Agreement are met. Quality standards to track may include but are not limited to: number of microchips implanted; vaccinations provided; number of distemper/parvo vaccinations; and number of community events. Contract information shall be provided monthly to the Department for review.

The Department will evaluate the Contractor's performance using such procedures as may be necessary to ascertain Contractor compliance with this Agreement including, but not limited to on-site inspections, photographing the clinics, and written reports by Department veterinary or administration staff; qualified outside inspectors may also be used. The Contractor shall be required to immediately correct all deficiencies found by the Department.

Site visits should be made with reasonable advance notice, if appropriate. The Department reserves the right to make unannounced visits if circumstances warrant this.

3. Performance Evaluation

The Contractor shall meet with the Department Contract Administrator quarterly, or as otherwise agreed, to discuss the Contractor's operations and assess the Contractor's capacity to provide the required services for the Department, to discuss the services provided, and other matters of mutual interest.

4. Adequate Stock

Contractor shall 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, so that services are not unreasonably impacted by a lack of supplies.

5. Reporting of Unexpected Animal Deaths

The Contractor shall report to the Director of Shelter Operations all unexpected deaths of animals under the care and control of the Contractor, within two business days of the death.

Section VIII. Incorporation of Exhibits

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

The Contractor shall comply with the City's contracting requirements. These include:

- Affirmative Action
- Equal Benefits Ordinance
- First Source Hiring
- Non-discrimination/EEO
- Slavery Disclosure

After award of the Agreement, and prior to execution, the Contractor shall complete and submit the following (forms to be provided to the selected Contractor):

- Living Wage documents
- Contractor Responsibility Ordinance
- City Ethics Commission Forms 50, 55, 56
- Iran Contracting Act Form
- Child Support, ADA, Non-Collusion Compliance Forms

The following must be submitted to the Department before contract execution:

- Copy of Los Angeles Business Tax Registration Certificate (BTRC)
- Form W-9
- Proof of Insurance, subject to City approval

Section IX. Order of Precedence

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

Section X. Entire Agreement

This Agreement, including Exhibits A through D, constitutes the full and complete understanding between the parties. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original.

Attachment: Standard Provisions

DRAFT

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

**The City of Los Angeles,
Department of Animal Services**

By _____
Brenda F. Barnette, General Manager

Date: _____

**The City of Los Angeles,
Department of General Services**

By _____
Tony M. Royster, General Manager

Date: _____

**APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney**

By _____
Dov S. Lesel, Assistant City Attorney

Date _____

**ATTEST:
HOLLY WOLCOTT, Interim City Clerk**

By _____
Deputy City Clerk

Date _____

CONTRACTOR

By _____
Print Name: _____

Date _____

(second signature required of corporations)

By _____
Print Name: _____

Date _____

Los Angeles City Business Tax License Number _____

IRS Taxpayer Identification Number _____

City Agreement Number _____

**BOARD OF
ANIMAL SERVICES
COMMISSIONERS**

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ERIC GARCETTI
MAYOR

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

BRENDA F. BARNETTE
General Manager

JOHN CHAVEZ
Assistant General Manager

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

COMMISSION MEETING DATE: January 28, 2014 **PREPARED BY:** Brenda Barnette

REPORT DATE: January 24, 2014

TITLE: General Manager

**SUBJECT: AWARD OF A CONTRACT TO PROVIDE VACCINATION CLINICS AT
ALL SHELTER LOCATIONS**

BOARD ACTIONS RECOMMENDED:

1. AWARD a two-year Agreement, with three one-year renewal options, substantially in the form as attached, with the Spay and Neuter Project of Los Angeles (SNP LA), to provide vaccination clinics at each shelter. The approval is subject to the proposer complying with the required Office of Contract Compliance's compliance forms; and
2. DIRECT staff to transmit the proposed Agreement concurrently to the Office of the Mayor, and the Office of the City Attorney for approval as to form and legality, and subsequently to the City Council, and authorize the General Manager of the Department of Animal Services to execute the subject Agreement upon receipt of necessary approvals.

SUMMARY:

The Board of Animal Services Commissioners authorized the Department to release a Request for Proposals (RFP) for animal vaccination and microchip clinics at each shelter. Staff released the RFP on September 26, 2013 and the proposals were due on November 4, 2013. Outreach consisted of an advertisement in the *Los Angeles Daily Journal*, contacting the existing contractor, posting the opportunity on the Department's website and the Los Angeles Business Assistance Virtual Network (www.labavn.org).

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Report to the Board of Animal Services Commissioners
Subject: Two-Year Agreement to Provide Vaccination Clinics

The following proposals were received:

- First Care Animal Health Clinics
- Vet Care Vaccination Services
- Spay and Neuter Project of Los Angeles (SNP LA)
- Society for California Veterinary Vaccine Care (SCVVC)

To evaluate the proposals, staff formed a panel consisting of two Department employees. Panelists certified that they had no conflict of interest, and that they were able to evaluate the proposals fairly.

Panel members evaluated the proposals according to criteria listed in the RFP: the proposers' experience and qualifications, description of vaccination clinics and related services, and proposed fees to the public.

The evaluators developed an initial score. The Department then convened a scoring debriefing meeting on January 16, 2014 to discuss these initial scores. The evaluators reviewed each proposal and discussed significant scoring deviations. After listening to why an evaluator scored a proposal category relatively high or low, evaluators had the opportunity to revise their scores using their best judgment.

The submittal from SNP LA scored the highest and is being recommended for a two-year contract with three one-year renewal options.

SNP LA

Experience and Qualifications: SNP LA is a non-profit 501(c)(3) animal care organization. Their mission is to substantially reduce animal shelter intake by providing high-quality, low-cost spay and neuter services to underserved communities in the Los Angeles area. SNP LA offers daily vaccination clinics in the region with permanent clinics in Van Nuys, Pico Rivera and San Pedro. SNP LA's comprehensive approaches to animal welfare consist of four program areas: affordable spay and neuter, low-cost veterinary wellness, low-cost vaccines, and community outreach. The organizations states that in six years, they have provided over 103,927 vaccinations and 49,325 microchips at three locations.

SNP LA proposes to sponsor vaccination and microchip clinics at each of the Department's six shelters on a rotating basis and provide these services at the lowest possible price to the City. Additionally, SNP LA will provide all necessary medicines, paperwork, supplies and staff to inoculate pets, including the rabies certificates, as well as sell dog licenses and puppy certificates. They will provide the Department with periodic reports on the number of clinics held, dog/cat rabies vaccinations, and licenses sold, among other statistics.

Proposed Services: SNP LA will be the sole private provider of vaccination and microchip clinics at each shelter and shall operate these clinics according to all federal, state, and local laws; shall provide all staffing, equipment, and supplies; shall obtain all

Report to the Board of Animal Services Commissioners
Subject: Two-Year Agreement to Provide Vaccination Clinics

permits, licenses, and registrations required to operate these clinics; and shall coordinate with Department staff to provide services, as stipulated.

VACCINES AND MICROCHIPS

SNP LA will provide pet vaccinations and microchips for the following prices:

DOG VACCINES	\$/unit	CAT VACCINES	\$/unit
Rabies	7	Rabies (or "Purevax")	7
4-in-1 DHPP ("DA2PP")	15	3-in-1 FVRCP (<i>Feline Viral Rhinotracheitis</i>)	15
Bordetella (<i>Bronchiseptica Bacterin</i>)	15	FELV (Feline Leukemia Virus)	15
Lyme (<i>Borrelia Burgdorfen</i>)	N/A	Praziquantel Inj	15-25
Microchips	15	Microchips	15
De-worming	20	De-worming	20
Praziquantel Inj	15-25	Nail trim	20
Nail trim	20		

The fees listed above would be good for two years. Any proposed vaccine price increases must first obtain approval in writing from the Department.

Outreach Plan: SNP LA will coordinate educational and community events to reach its target market: the local community, and low-income and English-as-a-second-language residents, and will partner with other organizations to reach pet owners who find that transportation is the main obstacle in getting their pets to a vaccination/microchip clinic.

Cost to the City: The Department will not pay SNP LA for these services. It will be providing this service at its own expense, and the amount it charges the public.

Licensing: SNP LA will assist the Department in its efforts to license all dogs within its jurisdiction by providing, along with any other reporting requirements, a monthly report on the dogs entrusted to their care. The contractor will be able to license dogs entrusted to their care and the Department will pay SNP LA \$2 for every license sold.

Recommendation: The panel believes SNP LA's experience, qualifications, costs, and proposed services bring much-needed benefits to the Department and the public, and therefore recommends that they be awarded the agreement. The Department concurs and will work with the City Attorney to develop the proper agreement for these vaccination clinics.

Report to the Board of Animal Services Commissioners
Subject: Two-Year Agreement to Provide Vaccination Clinics

FISCAL IMPACT:

There will be no financial impact to the General Fund. SNP LA will provide, at its own expense, all equipment and supplies to be used in the operation of the vaccination clinics, including all medical supplies, medicines, and any other necessary equipment or supplies.

APPROVED

BRENDA BARNETTE, General Manager

Attachment:

Vaccination Clinic Agreement

BOARD ACTION:

_____ Passed

Disapproved _____

_____ Passed with noted modifications

Continued _____

_____ Tabled

New Date _____

**BOARD OF
ANIMAL SERVICES
COMMISSIONERS**

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

BRENDA F. BARNETTE
General Manager

JOHN CHAVEZ
Assistant General Manager

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

COMMISSION MEETING DATE: January 28, 2014 **PREPARED BY:** Brenda Barnette

REPORT DATE: January 7, 2014

TITLE: General Manager

**SUBJECT: TWO-YEAR AGREEMENT TO PROVIDE AN ANIMAL ELECTRONIC
IDENTIFICATION SYSTEM ("MICROCHIP")**

BOARD ACTIONS RECOMMENDED:

1. AWARD a two-year Agreement, with three one-year renewal options, substantially in the form as attached, with the Found Animals Foundation (Found Animals), to provide an Animal Electronic Identification System. The approval is subject to the proposer complying with the required Office of Contract Compliance's compliance forms;
2. DIRECT staff to transmit the proposed Agreement concurrently to the Office of the Mayor, and the Office of the City Attorney for approval as to form, and subsequently to the City Council, and authorize the General Manager of the Department of Animal Services to execute the subject Agreement upon receipt of necessary approvals.
3. DIRECT the City Attorney to prepare an ordinance that would amend the relevant Los Angeles Municipal and Administrative Codes to allow the Department to retain microchip revenues at the end of the fiscal year; and submit the draft ordinance to the Mayor and Council for approval.

SUMMARY:

The Board of Animal Services Commissioners authorized the Department to release a Request for Proposals (RFP) for an animal electronic identification system, which

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Report to the Board of Animal Services Commissioners
Subject: Two-Year Agreement to Supply Microchips

includes pet microchips, microchip readers, a fully staffed pet registry and related support.

Staff released the RFP on September 26, 2013 and the proposals were due on October 28, 2013. Staff's outreach consisted of an advertisement in the *Los Angeles Daily Journal*, contacting the existing contractor, posting the opportunity on the Department's website and the Los Angeles Business Assistance Virtual Network (www.labavn.org).

The following proposals were received:

- MERCK, Animal Health (HomeAgain)
- AVID Identification System, Inc.
- Found Animals Foundation (Found Animals)

To evaluate the proposals, staff formed a panel consisting of three Department employees in the medical, field operations and administrative units. Each panelist certified that they had no conflict of interest, and that they were able to evaluate the proposals fairly.

Panel members evaluated the proposals according to criteria listed in the RFP: the proposers' experience and qualifications, proposed services, training plan, and proposed compensation to the City.

The evaluators developed an initial score. The Department then convened a scoring debriefing meeting on December 3, 2013 to discuss these initial scores. As a group, the evaluators reviewed each proposal and discussed significant scoring deviations. After listening to why an evaluator scored a proposal category relatively high or low, all evaluators had the opportunity to revise their scores using their best judgment.

Additionally, an interview was held with each of the three vendors to enable them to answer questions that the panel had regarding their written presentation. At the end of this process, final individual scores were totaled and an average score was developed for each.

The submittal from Found Animals scored the highest and is being recommended for a two-year contract with three one-year renewal options.

Found Animal

Experience and Qualifications: Found Animals, founded in 2006, provides low-cost microchips and scanners to high-volume shelters in the Los Angeles area. Found Animals supplies the microchips, scanners and provides registration services.

Proposed Services: Found Animals will provide pre-registered ISO standard microchips along with universal scanners, including pole scanners to be used on dangerous animals. (The procurement of pole scanners was an important criterion requested by the Board.) These scanners increase employee safety when fractious animals are scanned.

Report to the Board of Animal Services Commissioners
Subject: Two-Year Agreement to Supply Microchips

Services will also include unlimited free registration, updates, re-registration of all microchips; and 24-hour online and phone access to pet and owner information in the registry. Found Animals will also provide staff training to ensure that shelter, field and veterinary staff are knowledgeable regarding the implantation of the microchips and use of scanners to retrieve information.

Training Plan: Found Animals representatives will coordinate the initial training with each of the shelters, and include medical, field and shelter employees. The training will be provided by three qualified Found Animals employees. Specific training will include implanting the microchips into animals, proper use of scanners, both hand-held and pole type. In addition, staff will be provided training in accessing the Found Animals registry. If additional training is required, Found Animal staff will provide follow-up training as needed on a quarterly basis.

Compensation to City: Found Animals proposes to supply 38,000 microchips annually at at cost of \$3.74 per microchip. In addition a variety of scanners, including hand-held and pole scanners will be provided. The cost of the scanners is:

Universal Scanners, Xtend Max Wand	First six (6) units free; additional units \$65 with "Buy one, Get one Free"*
Universal Scanners, ISO Max V	Cost \$500; "Buy one, Get one Free"*
Universal Scanners, Imax+	Cost is \$300; "Buy one, Get one Free"*

(*Limit of 25 free scanners)

Recommendation: The panel believes Found Animals' experience, qualifications, training plan, and proposed services bring much-needed benefits to the Department and the public, and therefore recommends that Found Animals be awarded the agreement. The Department concurs and will work with the City Attorney to develop the proper agreement for providing microchips to the City.

REQUEST TO RETAIN MICROCHIP REVENUE

The Department will purchase microchips for \$3.74 from Found Animals. Funding for the program is provided by fees charged to implant microchips (\$15 for an adopted animal; \$25 to a member of the public who brings a pet for microchipping¹). Funds generated by the sale of microchips are deposited into the Electronic Animal Identification Device Revolving Fund (Fund 41-C) and used to purchase additional microchips.

At the end of each fiscal year, the Fund's balance is transferred into the City's General Fund. At the end of Fiscal Year 2013 \$35,000 was transferred to the General Fund. This reversion has serious and negative impacts on the Department's operations. It creates a zero balance in the Fund at the beginning of the new fiscal year and Animal Services is unable to purchase any new microchips until the Fund is reasonably replenished. Often, this results in late payment to the contractor.

¹ Microchip fees are currently waived for New Hope rescue partners and for occasional special events/promotions.

Report to the Board of Animal Services Commissioners
Subject: Two-Year Agreement to Supply Microchips

To remedy this, the Department is requesting a change to the Municipal and Administrative Codes that would authorize the Department to retain microchip Fund balances at the end of each fiscal year.

FISCAL IMPACT:

The retention of microchip revenues by the Department will reduce the amount that would have gone to the General Fund. However, the Department can work with the CAO in the budget process to establish a minimum amount needed in Fund 41-C to enable the Department to purchase sufficient microchips during the fiscal year. Any surplus can be returned to the General Fund.

APPROVED

BRENDA BARNETTE, General Manager

Attachment:

Draft Electronic Animal Identification System Agreement

BOARD ACTION:

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



CITY OF LOS ANGELES
DEPARTMENT OF ANIMAL SERVICES
POLICIES and PROCEDURES



NEW HOPE RESCUE PARTNER ALERT PROGRAM - REVISED

Date revised: August 1, 2012

Division Code: **OPS**

28.1

THE PURPOSE of NEW HOPE

The purpose of the New Hope Program is to expand opportunities for Los Angeles Animal Services (LAAS)' dogs, cats, and rabbits to find permanent homes by partnering with qualified 501 (c) 3 organizations. The New Hope Program is the means by which LAAS acknowledges, cooperates with, and supports the efforts of partnering animal care, training, rescue, welfare and law enforcement organizations as we all try to find homes for the City's homeless dogs, cats, and rabbits.

PURPOSE

The purpose of the New Hope Rescue Partner Alert Program is to identify the animals that are available for adoption/rescue at a discounted rate.

The New Hope Partner pull rights and privileges **are not transferable**. According to the **New Hope Policies and Procedures #3**, LAAS forbids New Hope Partners from adopting animals in the name of any non-member of the New Hope Program. New Hope partners may not extend adoption privileges in the name of their organization to any person adopting for private or other purposes. If any New Hope Partner transfers any animal adopted from LAAS to any person not a member of the New Hope Partner organization, and if the transfer is not a paid adoption to a private party with a signed Adoption Agreement, then the New Hope Partner shall, within five days of the date of transfer, submit to the ACT Supervisor/New Hope Coordinator the animal's LAAS impound number, the name, group name if any, phone number, and street address of the person to whom the animal was transferred, and the date of transfer.

POLICY

FEES

All New Hope Rescue Partners will pay a single price for a dog, cat, or rabbit as follows:

- \$40 – for spay/neuter, whether the surgery can be performed immediately or must be deferred for later. This fee will not be charged if the animal has already been sterilized prior to intake.
- Plus \$5.50 – for dog license tax if applicable to the New Hope Rescue Partner's location.

AVAILABILITY

There will be two levels of availability at which New Hope Rescue Partners receive the price above:

- Animals on the New Hope Rescue BLUE or RED Alert will be available at the New Hope Rescue price **the same day that they become available to the public** (i.e., impound day plus four days for strays, and same day as impound day for owner-surrendered).
- With limited exceptions described below, most dogs and cats are available to a New Hope Rescue Partner at the New Hope Rescue price **one day after they become available to the public** (i.e., impound day + five days for strays, impound day plus one day for owner-surrendered animals).

WAIVER OF SPAY/NEUTER CHARGE

New Hope Rescue Partners in good standing who have turned in monthly reports and certificates of sterilization for the three most recent consecutive months that reports were due will be eligible to adopt animals under the New Hope Rescue Program without having to pay the \$40 spay/neuter charge when the animal (including a neonate) is deferred because of medical condition.

The New Hope Rescue Partner will be required to timely report on the animal and send the sterilization certificate to the Department upon completion of the surgery (within 30 days after the surgery is performed) unless performed by a veterinarian under the Department's program. New Hope Rescue Partners will retain the option of using the Department's spay/neuter program and paying the \$40 fee.

This provision does not apply to healthy animals ready for spay/neuter and adopted by New Hope Rescue Partners whether at the regular or discount price.

EXPANDED NEW HOPE ALERT PROGRAM

Yellow Alert Program

The goal of the YELLOW ALERT Program is to notify New Hope Partners of the animals that are available for New Hope adoption.

All animals that have been available for adoption for 24 hours, (first day), will automatically be placed on YELLOW ALERT on the second day and will be available to New Hope Partners at the discounted price.

- As long as the kennel window has been updated to "available" status, the ACT Supervisor does not need to *place* the animal on YELLOW ALERT, it will be automatically placed on the list.
- All animals on the YELLOW ALERT will be available to New Hope at the discounted price.

- There is no set time limit an animal stays on the YELLOW ALERT, the animal will stay on the alert until adoption or the alert status is changed. (See Blue Alert and Red Alert Programs).
- Interested Parties may place an IP on any YELLOW ALERTED animal, following standard IP protocol.

Red Alert Program

The goal of the RED ALERT Program is to identify to our New Hope Partners those animals that need immediate New Hope adoption due to serious space constraints.

All animals placed on the RED ALERT will be held for a MINIMUM of 48 hours to allow our New Hope Partners to adopt. After 48 hours, any RED ALERTED animal MAY be euthanized without further notice for serious space constraints.

- To place an animal on RED ALERT, an ACT Supervisor will go into the Kennel Window:
 - o 24 hour/Medical Field
 - o Choose 24 hour
- The ACT Supervisor will then go into memo window and choose as memo type:
 - o 24 hour memo
 - o No sub type is required
 - o Placing a memo in the written memo box is optional
- All animals placed on the RED ALERT will be held for a minimum of 48 hours and an ACT Supervisor **MUST HAVE** the Shelter Captain's signature before any RED ALERTED animal is euthanized.
- Once the animal has been placed on RED ALERT, held a minimum of 48 hours and has been signed off by the Shelter Captain and the ACT Supervisor, the animal may be euthanized without further notice.
- Animals on the RED ALERT will only be euthanized for serious space constraints.
- Interested Parties **WILL NOT** be allowed to place IP's on any RED ALERTED animal.

Blue Alert program

The goal of the BLUE ALERT program is to get animals with medical conditions out of the shelters and into Private Veterinary care as soon as possible.

- Medical staff is responsible for placing animals on BLUE ALERT. Animals that are not yet available for adoption ARE viable candidates for the BLUE ALERT program. (Interested parties may utilize the Good Sam Program or wait for the animal to become available.)

Candidates for the BLUE ALERT should include:

- o Fractures/Dislocations
 - o Degloving/lacerations/wounds/masses that are too severe to be cared for in the shelter
 - o Metabolic diseases (Diabetes, liver disease, kidney disease etc...)
 - o Generalized Demodex/Scabies cases
 - o Other medical cases as staff sees fit to include
- New Hope Partners will be able to take BLUE ALERT animals at the discounted price as soon as the animal is available, instead of having to wait 24 hours.
- To place an animal on BLUE ALERT, Medical staff will go into the Kennel Window:
 - o 24 hour/medical field
 - o Choose MEDICAL
- Medical Staff will then go into the Memo Window:
 - o TYPE= MED ALERT
 - o SUBTYPE = choose from list
 - * MED-FX/LUX
 - * MED-WOUND/MASS
 - * MED-INTERNAL
 - * MED-SKIN
 - * MED-RESPIRATORY
 - * MED-OTHER
 - o Place a brief memo describing the medical problem. (one or two sentences)
- Any animal placed on BLUE ALERT will be kept a MINIMUM of 24 hours after the available date (unless the animal's condition declines such that the Medical staff opts for euthanasia)
- After 24 hours, ANY BLUE ALERTED animal MAY be euthanized, without notice, due to their medical condition or Shelter/Medical space constraints.
- Interested Parties may place an IP on any BLUE ALERTED animal, following standard IP protocol.

EXCEPTIONS TO NEW HOPE RESCUE AVAILABILITY

Some animals will not be placed on the New Hope Rescue Alert for immediate discount. Some animals may not be discounted for New Hope Rescue partners or made available for adoption at all. As noted above, some animals may be removed from the Alert and/or euthanized as conditions dictate. Criteria include:

- Animals, including neonates, that are irremediably suffering or in dying condition, as determined by a veterinarian. Requires Veterinarian signature.
- Stray animals that demonstrate Severe Aggression (can be euthanized immediately after completion of hold period). Requires Center Manager (or, in his/her absence, ACTS) and Veterinarian signatures. A memo must be entered in Chameleon specifying the observed behavior that constitutes severe aggression.

- Neonates that are unable to eat on their own and fostering cannot be arranged within hours or by the end of the business day.
- Neonates in good health, able to eat on their own or with a nursing mother, within 7 days of age that they may be adopted.
- Owner-surrendered animals subsequent to a dangerous animal case when the animal demonstrates severe aggression documented by staff in connection with the case. Requires Center Manager (or, in his/her absence, ACTS) and Veterinarian signatures. Memos must be entered in Chameleon specifying the observed behavior that constitutes severe aggression.

For this policy, "Severe Aggression" is defined as behavior such that, in the opinion of the Center Manager or a Department Veterinarian, the animal constitutes a direct and immediate threat to the safety and welfare of our employees and/or the public.



Los Angeles Animal Services (LAAS) New Hope Program Agreement

Date:			
Organization President or Authorized Member:			
Organization Name:			
Address:			
Phone:	Email Address:	Fax:	
I Request New Hope Lists For (Check Each List Requested):	Dogs:	Cats:	Rabbits:

Please read each of the following statements and initial next to each one to indicate that you and your organization agree to abide by them.

_____The organization named above requests to become an Adoption Partner in the New Hope Program. We have read and understand the "New Hope Program Purpose, Policy, Procedure, and Partnership" document.

_____We agree to provide proper care including adequate food, water, shelter, safe containment, appropriate veterinary care, adequate exercise and humane treatment for the animal(s) at all times.

_____We agree that dogs and cats will be microchipped (optionally rabbits may be microchipped) before removal from LAAS Animal Care Centers, unless microchipping is deemed unsafe by the LAAS medical team.

_____Before completing the adoption transaction, the New Hope Partner must fully complete and submit to LAAS each adopted animals' microchip registration. Until adopted from the organization by a private party, the New Hope Partner must register as either the animal's primary or the animal's secondary registered name on the microchip.

_____New Hope Partners shall add the name of the animal's adopter to the animal's microchip registration within 30 days of a legal adoption by a new owner from the New Hope Partner organization. The Department requires that both the adopter and New Hope Partner be listed as registrants on the microchip and prefers that the adopter be listed as the primary registrant and the New Hope Partner as the secondary registrant, but will not require it.

_____We agree that all animals released from LAAS will be sterilized and vaccinated. Only LAAS veterinarians and Veterinary Technicians may exempt a dog, cat, or rabbit from sterilization and/or from vaccinations and only for extraordinary medical reasons.

_____We agree that all unaltered animals released from LAAS into our organization must be sterilized prior to placement in a permanent home. The cost of the sterilization will be the expense and responsibility of our organization, unless otherwise provided by LAAS under the New Hope Program.



Los Angeles Animal Services (LAAS) New Hope Program Agreement

_____ We agree that, for every dog or cat of any age released unsterilized from LAAS into our organization, we shall provide LAAS proof of the animal's sterilization within 30 days from the date of adoption from LAAS, or provide a statement of further spay/neuter deferral from a licensed California veterinarian every 30 days, or until proof of the animal's sterilization is provided, or until a licensed California veterinarian recommends permanent spay/neuter deferral, or until the animal is deceased. Under no circumstances will any animal adopted from LAAS by a New Hope Partner be allowed to breed.

_____ We understand all dogs must be licensed unless the dog is removed from the City of Los Angeles within 24 hours. The Adoption Partner will encourage new dog owners to license their animal in the jurisdiction in which they reside and will report to LAAS the name and address of transferee organizations and adopters of dogs for licensing follow-up purposes if the adopter lives in the City of Los Angeles and the name and zip code of dog and cat adopters that reside outside of the City.

_____ We agree that our organization will pay all applicable costs required by LAAS under the New Hope policy.

_____ We agree to provide and maintain a contact email and contact telephone number to adopters and LAAS that will be reviewed and responded to within 24 hours.

_____ We agree that ownership of every animal adopted/rescued by our organization from LAAS will transfer to our organization, and that our organization will remain as owner of the animal(s) until the legal adoption of the animal(s) to a new owner. We further agree that our organization shall be fully liable for all costs for the care and or/recuperation of, or damage done by the animal(s), during the time our organization is owner of the animal(s).

_____ We agree that each person authorized to adopt animals through the New Hope Program in the name of our organization are bona fide members of our organization. Anyone adopting an animal for our organization will present their valid California Driver's License or California Identification to verify their identification upon request.

_____ We agree that if an animal adopted by our organization cannot be rehabilitated or otherwise cannot be kept or adopted out, then the animal may be returned to LAAS and no refunds will be given.

_____ We agree that a monthly New Hope Partner Report will be submitted electronically to the New Hope Coordinator, **within 10 days of the end of each month**, and shall include (1) spay/neuter report for all unsterilized animals released from LAAS, (2) status report on all animals adopted from LAAS under the New Hope Program, including third-party adoption status, and (3) the name and address of transferee organizations, or in the case of dogs only, for licensing follow-up purposes, the name and mailing address of the adopter if he or she resides in the City of Los Angeles; otherwise, for dogs whose owners do not reside in the City of Los Angeles, and for cats adopters, just the zip code of the adopter's residence. LAAS may provide a list of New Hope adoptions by the organization and a form for providing this information.

_____ We understand that New Hope Partners who fail to submit their completed monthly reports by the date requested two months in a row will be suspended until their reporting is brought up to date.

_____ We agree that LAAS may ask to see receipts for medical and/or boarding costs incurred, and/or proof of third-party adoption records at any time for reasonable cause, for animals received by the organization through LAAS' New Hope Program.

_____ We agree that New Hope Partners are not exempt in any way from, and that our organization will comply with, any and all applicable laws, ordinances or LAAS rules and regulations regarding animals and animal care. We agree that New Hope Partners are not exempt in any way from any applicable rights and obligations of LAAS or law enforcement agency to inspect property and premises.



Los Angeles Animal Services (LAAS) New Hope Program Agreement

_____ If LAAS is notified there are any problems complying with the conditions of this Program (such as housing, food availability, personal crisis, etc.), then LAAS reserves the right to determine what action, if any, may be taken upon notification of non-compliance, including possible impoundment of the animal(s).

_____ We agree that all dogs owned by persons invested with responsibility to pull or foster animals for our organization will be licensed within the jurisdiction where they reside.

_____ We have reviewed and will adhere to the LAAS Value Statement in our dealings with LAAS and other New Hope Partners.

_____ We agree that any changes or updates to the New Hope Adoption Partner Information or organization structure and operation must be made in writing, on letterhead, by the Group President or Director, and submitted with an original signature to the New Hope Coordinator.

_____ We will ensure that we speak directly to the New Hope Coordinator, Animal Care Technician Supervisor, Center Manager, New Hope Program Manager, Director of Shelter Operations, Assistant General Manager, and/or General Manager or the General Manager's designee, following the prescribed chain of command, if an issue of concern arises, rather than complaining to staff, volunteers, the public, or media.

_____ We understand that any violation of the terms of this Agreement may result in suspension or termination from the New Hope Partner Program. In the event a New Hope Partner does not comply with any of the above, the Director of Shelter Operations, following an investigation of the incident, may suspend or terminate all New Hope privileges. Any appeal for suspension or termination of New Hope Partner privileges must be addressed to the General Manager within 15 days of the suspension or termination. A committee comprised of the General Manager or the General Manager's designee, one member of the Animal Services Commission and two representatives from the animal rescue community shall have the final discretion on whether to reinstate New Hope Partner privileges.

_____ Except for the active negligence or willful misconduct of the City of Los Angeles, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest (CITY), we undertake and agree to defend, indemnify and hold harmless CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including our employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the our performance under this New Hope Agreement. The provisions of this paragraph survive expiration or termination of this New Hope Agreement.

_____ I have fully read and fully understand these conditions and agree to the conditions on behalf of the organization. The information contained in the New Hope Program Application is true and correct.

Group/Organization Name:	
Printed Name of President or Authorized Member:	
Date:	
Signature:	Title:
*Signature:	Title:

*Only one signature is required if the Board of the New Hope Partner Organization authorizes one person to sign for the organization.



Los Angeles Animal Services New Hope Adoption Partner Information

Date: _____

Group P#: _____
(To be assigned by LAAS)

Group Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone (that will be responded to within 24 hrs): _____ Fax: _____
Email (that will be responded to within 24 hrs): _____ Website: _____

Group President or Director*: _____ P # (assigned by LAAS): _____
Home Phone: _____ CDL #: _____
Work Phone: _____ Cell/ Alt. Phone: _____
Email Address: _____

* Person responsible for accurate completion of this form and for providing updates or changes in writing

Contact for Monthly Reports: _____
Home Phone: _____ Work/ Alt. Phone: _____
Email Address: _____

Contact for License/Transfer of Ownership: _____
Home Phone: _____ Work/ Alt. Phone: _____
Email Address: _____

The Adoption Partner authorizes the following persons to enter into an agreement for a New Hope adoption from LAAS and to remove the animal once formally adopted. Each member listed below must be a bona fide member of the group. Add additional names on a separate sheet of paper if necessary.

Name:	Phone/Alt. Phone:	CDL #:	P# (assigned by LAAS):
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

Please respond to the following:**Primary Veterinarian**

Clinic Name: _____

Address: _____

Phone: _____ Fax: _____

Alternative Veterinarian

Clinic Name: _____

Address: _____

Phone: _____ Fax: _____

List three references for your group.**Please include one adopter that is not currently a member of your organization**

Reference Name No. 1: _____

Address: _____

Phone: _____ Years Known: _____

Reference Name No. 2: _____

Address: _____

Phone: _____ Years Known: _____

Adopter Reference Name: _____

Address: _____

Phone: _____ Years Known: _____

Please provide the following information:

1. Official notice of IRS 501(C) 3 status
2. Organization's statement of purpose that indicates the primary breed that the organization rescues. (Please note that rabbits can only be adopted by authorized rabbit New Hope Partner organizations.)
3. Organization's adoption application and adoption contract
4. Any articles or published information regarding your organization.
5. Any additional information you feel may be relevant in support of your application.

Please answer the following questions (use a separate sheet of paper if necessary):

1. How long has your group been in animal rescue?

2. Describe where the animals will go after they leave LAAS, but before a permanent home is found:

3. Describe your adoption process. Please include how and where you hold adoptions:

4. Do you take back adopted animals? ☐ Yes ☐ No Explain:

5. Approximately how many animals are cared for/adopted by your group yearly?

6. How many animals does your group currently have in foster care (Under/over 6 mos.)?

7. What is the total number of animals that your group is capable of housing/handling (Under/over 6 mos.)?

8. What is your preferred breed? Size limit?

9. List all the places from which you currently obtain animals, in addition to LAAS.

1.

2.

3.

The information you have provided will assist in the timely processing of your application and is for LAAS administrative use only. Thank you for your time and willingness to save animals' lives through the New Hope Program. If you have any questions, call the New Hope Coordinator at (213) 482-9558.