



BOARD OF ANIMAL SERVICES COMMISSIONERS
CITY OF LOS ANGELES

Tuesday, February 11, 2014

11:00 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. COMMISSION BUSINESS

- A. Election of Board Officers
- B. Approval of the Minutes for the Meetings of January 28, 2014
- C. Report on the Duties and Responsibilities of the Board by the City Attorney
- D. Discussion on the Brown Act by the City Attorney

2. 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.

3. DISCUSSION ITEMS

- A. Report Making Trapping of Wildlife in the City More Humane

4. BOARD REPORTS

- A. Board Report on Vaccination Clinic Report and Draft Agreement
- B. Board Report to Direct Staff to Enter Into Contract Negotiations With Found Animals and Present a Draft Contract for Board Consideration

5. ORAL REPORT OF THE GENERAL MANAGER

6. BOARD AVAILABILITY FOR THE MEETING OF February 25, 2014

7. ADJOURNMENT

Next Commission Meeting is scheduled for 7:00 P.M. February 25, 2014, East Valley Animal Shelter, 14409 Vanowen Street, Van Nuys, California 91405

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.

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

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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

MAGGIE NEILSON

ALANA YANEZ

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

JOHN CHAVEZ
Assistant General Manager

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

COMMISSION MEETING DATE: February 11, 2014 **PREPARED BY:** Brenda Barnette

REPORT DATE: February 6, 2014

TITLE: General Manager

**SUBJECT: ENTER INTO PRELIMINARY CONTRACT NEGOTIATIONS WITH
FOUND ANIMALS**

BOARD ACTIONS RECOMMENDED:

1. DIRECT staff to enter into preliminary contract negotiations with Found Animals relative to an animal electronic identification system.
2. DIRECT staff to address all concerns that have been raised, and resolve if possible, during contract negotiations.
3. DIRECT staff to prepare a DRAFT contract for consideration by the Board of Animal Services Commissioners.

SUMMARY:

On January 28, 2014, the Department recommended a two-year contract, with three one-year renewal options, with Found Animals to provide an animal electronic identification system, or "microchips." At this meeting, there were public comments about Found Animals' experience with another other animal control organization. The Board voted to postpone a final decision until these questions were addressed.

The Department is recommending entering into contract negotiations, addressing any issues previously raised, and reporting back on its findings.

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BACKGROUND:

The Board of Animal Services Commissioners authorized the Department to release a Request for Proposals (RFP) for an animal electronic identification system, which includes pet microchips, microchip readers, a fully staffed pet registry and related support.

At the January 28, 2014 Board meeting, the Department recommended awarding a two-year agreement with Found Animals; however, due to public comments, the Board decided to postpone a final decision until the Department investigated these comments.

REQUEST TO ENTER INTO CONTRACT NEGOTIATIONS

There are a number of questions that may be resolved during contract negotiations. Therefore, Animal Services is requesting to enter into negotiations with Found Animals. A draft contract may be presented for the Board's consideration.

APPROVED

BRENDA F. BARNETTE, General Manager

BOARD ACTION:

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

**BOARD OF
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City of Los Angeles
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MAYOR

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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: February 11, 2014 **PREPARED BY:** Brenda Barnette

REPORT DATE: February 7, 2014

TITLE: General Manager

**SUBJECT: ADDITIONAL INFORMATION REGARDING THE 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:

On January 28, 2014, the Department recommended a two-year agreement with Spay and Neuter Project Los Angeles (SNP LA) to provide vaccination services at all six shelters. The Board directed the Department to obtain additional information relative to outreach and transportation activities prior to final approval.

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

Animal Services did so and is reporting back with the additional details. The Department continues to recommend SNP LA for an agreement to provide vaccination services at its shelters.

BACKGROUND ON THE RFP

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).

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.

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

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

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.

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.

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.

BOARD REQUEST FOR ADDITIONAL INFORMATION

The Board had questions about SNP LA's proposed community events, transportation services, door-to-door outreach, and Spanish-language outreach materials. On

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

February 6, 2014, the Department and SNP LA discussed these issues. The modified language can be found in Section VII.A.2.

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 recommend 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.

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 F. BARNETTE, General Manager

Attachment:

Draft Vaccination Clinic Agreement

BOARD ACTION:

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

PERSONNEL & ANIMAL WELFARE

13-1284
Related CF: 07-0218

MOTION

In the City of Los Angeles, it is illegal for the public to trap wildlife. However, residents can hire nuisance or pest control companies that have been issued trapping permits by the City's Department of Animal Services (Animal Services). State law requires that any set trap must include information identifying the permitted trapper and any trapped wildlife must be released on site or euthanized immediately.

Animal Services advises that a trapper may be prosecuted for animal cruelty if an animal is injured or crippled by a trap. The Humane Society of the United States advises that an animal caught in an inhumane trap or a snare (wire noose) can suffer injuries resulting in excruciating pain and/or death. Animals caught in traps struggle to free themselves, some of which even chew off their limbs to escape. Trapped animals may struggle in pain for days, be killed by other animals, or suffer dehydration, blood loss, hypothermia, or drowning. California law requires daily monitoring of traps. Snares can strangle an animal or crush vital organs. Snares are particularly cruel to coyotes, foxes and wolves whose strong neck muscles can prolong their struggle and result in a slow and painful death. In addition, many animal traps indiscriminately kill or injure non-targeted animals such as dogs, cats, rabbits, birds or deer.

The Humane Society further advises that trapping should not be considered a wildlife strategy, in that trapping does not ensure a stable wildlife population, control disease or control nuisance wildlife. Animal Services states that its ultimate goal is to foster a relationship between wildlife and the community in which the two can coexist, and not necessarily to remove wildlife from residential areas.

Given that trapping can cause inhumane suffering in animals and that the department believes the community should coexist with wildlife, any animal trap or snare that maims, kills or causes the inhumane suffering of any animal should be outlawed in the City.

I THEREFORE MOVE that the Department of Animal Services with the assistance of the City Attorney be instructed to propose and present a report on the feasibility of an ordinance to outlaw within the City of Los Angeles the use of animal traps or snares that maim, kill or cause inhumane suffering.

PRESENTED BY:

MITCH O'FARRELL

Councilmember 13th District

SECONDED BY:

Paul Kretz
[Signature]

jr

SEP 27 2013



City of Los Angeles Department of Animal Services

City Agreement Number _____

WITH SNP LA, Inc.

To Provide Pet Vaccinations and Microchip Clinics

City Agreement Number _____

TABLE OF CONTENTS

I	Representatives of the Parties and Service of Notice	3
II	Term	4
III	Maximum Payment	4
IV	Standard Provisions for City Contracts	4
V	Premises	5
VI	Scope of Services	5
VII	Incorporation of Exhibits	15
VIII	Order of Precedence	15
IX	Entire Agreement	15
	Signature Page	16

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

TO PROVIDE VACCINATION AND MICROCHIP SERVICES

City Contract Number _____

THIS AGREEMENT ("Agreement") is entered into as of _____, 2014 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., a _____ non-profit corporation 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 and microchips are provided at the lowest possible price; and

WHEREAS, Contractor will provide the Department with a yearly calendar demonstrating the ability to serve all six City shelters, and help with the sale 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 one-year terms 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.

Section III. Estimated Value of Agreement

The Department is providing Contractor with rent-free space and in return the Contractor will provide these services and 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 by Contractor.

Section IV. Right of Entry Permit to Use Premises of Animal Shelters

Contractor shall comply with all provisions of the attached Right of Entry Permit to use the premises ("Permit"). The Permit shall be attached as **Exhibit A** incorporated and made part of this 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 B**, 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

The permitted locations for providing the services in the shelters are as further indicated by the shaded portion shown on the Plan attached to the Agreement as **Exhibit C** and incorporated herein by this reference. These permitted locations are subject to change by the Department for its operational needs.

Vaccination and microchip services will be provided during a two hour period, from 4:30 – 6:30 p.m. at the various shelters according to an annual calendar to be provided by the Contractor, designating dates and locations of the services to be offered at each shelter. The calendar will be provided by Contractor by _____, 2014 for the first year, and by December 1st thereafter for the dates for the following year. The annual calendar to be submitted to the Department by the Contractor is subject to the review and approval by the Department.

Section VII. Scope of Services

The Contractor shall provide vaccination and microchip services at each of the shelters as approved by the Department and shall provide these services according to all federal, state, and local laws. Contractor shall provide all staffing, equipment, and supplies; shall obtain all permits, licenses, and registrations required to provide these services; 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. All printed materials related to vaccination/microchip services shall be written in Spanish and English.

2. Other services to be performed include:

- a. The Contractor will coordinate with the shelter staff (and where appropriate, the Clinic contractors) both for the services and for various educational and community events to reach its target market, which includes the local community as well as low-income and English-as-a-second-language residents. The Contractor shall provide participate in a number of educational and community events per shelter per year as approved by the Department. The number of events shall not be less than _____ events per shelter per year. The Contractor shall provide the Department with a list of community events it will be participating in within 30 of contract execution. Thereafter, it shall provide the Department with its planned community event participation schedule on the first business day of January.
- a. This participation will consist of providing and staffing a table with vaccination clinic information in Spanish and English.
- b. The Contractor will attempt to partner with organization(s) that can provide transportation to pet owners who find that transportation is the main obstacle in getting their pets to a location where vaccinations and microchips are provided.
- a. Upon approval of such a transportation arrangement(s), the Department will require details of this agreement up to, but not limited to:
- i. Will this transportation service be free?
 - ii. Is the transportation service staffed by volunteers or paid staff?
 - iii. How many transportation requests were made and how many of these requests were fulfilled?
- c. The Contractor shall provide the Department with an outreach/marketing plan. This plan shall include, but not be limited to:
- a. The Contractor's outreach methods, e.g., print and electronic media, social media, door-to-door efforts, shelter banners, in-shelter marketing material, retail alliances/promotions, houses of worship, recreational leagues, etc.
 - b. This plan shall address the methodology used to market vaccination clinic services to neighborhoods. For example, if zip codes will be targeted, why are those zip codes being targeted? Will all residences in a zip code be targeted? If so, will this be done by the Contractor, an outside service, or some combination of the two. And, what is the timeline to reach all households in a zip code?
- d. All marketing materials shall be written in Spanish and English.

B. Dog Licenses

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 an amount 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 services.

The Contractor shall obtain a Veterinary Premise Permit from the State Veterinary Medical Board. This will allow Contractor to conduct vaccination services at City shelters.

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. Coordination with Clinic Operators

At various shelters, the various spay/neuter clinics are or will be operated by outside veterinarians to provide sterilization surgeries and other services. The Contractor will use reasonable efforts to coordinate their vaccination/microchip services times with the vendors operating the clinics.

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 ____ at each shelter. 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 cancelation of services no less than 14 calendar days before the cancelation, and must

post notice of said cancelation of services events or times for public view.

3. Equipment and Supplies

Contractor shall obtain, at its own expense, all equipment and supplies to be used in the provision of the vaccination/microchip services, 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 providing the vaccination/microchip services, and shall ensure that repairs or replacement of equipment does not unreasonably interrupt its services. Contractor shall bring the required equipment and supplies to the various locations and remove such from the locations at the end of the two hour period. No equipment or supplies shall be stored or kept at the shelters.

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 services to be provided, 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 provide the services, 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 and a copy provided to the Department.

7. Hazardous Waste Disposal

As used in this Agreement, the term "hazardous waste" shall mean hypodermic needles, or "sharps." The Contractor shall remove all sharps from the premises and 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 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.
- 4. **False or Misleading Representations:** The Contractor's personnel shall not use any false, deceptive, or misleading representation with regard 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 the services provided shall include but are not limited to: number of microchips implanted; vaccinations provided; number of distemper/parvo vaccinations; number of persons served and number of dogs and cats vaccinated and/or microchipped; amount of income received per person, per animal and monthly total income, and number of community events participated in or hosted. 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.

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. The stock and equipment necessary to provide the services shall be brought in and removed by Contractor immediately before and after the two hour service window. Contractor shall be responsible for oversight and control of the supplies. No supplies and equipment shall be stored at any of the shelters.

5. Reporting of Animal Deaths

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

Section VIII. Incorporation of Miscellaneous 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:

- A. This Agreement
- B. City Standard Terms and Provisions (03/09)
- C. License Agreement for Use of Premises
- D. RFP
- E. Contractor response to the RFP

Section X. Entire Agreement

This Agreement, including Exhibits A through D, constitutes the full and complete understanding between the parties. The Exhibits are as follows:

Exhibit A - License to Use the Premises of Animal Spay and Neuter Clinic

Exhibit B - City Standard Provisions for City Contracts (Rev 03/09)

Exhibit C - The Plan showing the location for the services as a shaded portion of the shelters

Exhibit D - Section VIII exhibits

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original.

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

**The City of Los Angeles,
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**

LISA MCCURDY
PRESIDENT

JIM JENSVOLD
VICE PRESIDENT

COMMISSIONERS

MAGGIE NEILSON

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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

JOHN D. CHAVEZ
ASSISTANT GENERAL MANAGER

DR. JEREMY PRUPAS
CHIEF VETERINARIAN

DRAFT

January 24, 2014

Honorable Paul Koretz, Chair
Personnel and Animal Welfare Committee
200 North Spring Street
Room 440, City Hall
Los Angeles CA 90012

REPORT ON MAKING TRAPPING OF WILDLIFE MORE HUMANE

RECOMMENDATION(S):

1. BAN the following types of wildlife animal traps:
 - a. Body-gripping traps;
 - b. Body-crushing traps;
 - c. Snares;
 - d. Deadfall traps; and
 - e. Dog-proof raccoon traps.
2. MODIFY Section 53.06.3 relative to acceptable box or cage traps practices; acceptable trap visitation schedules; penalties/fines; and humane treatment of trapped wildlife, as detailed later in this report.
3. DIRECT the City Attorney to prepare and present an ordinance to amend Los Angeles Municipal Code 53.06.3 to effectuate these recommendations.

SUMMARY

A motion (C.F. 13-128 O'Farrell-Koretz) directed the Department of Animal Services, with the assistance of the City Attorney, to propose and present a report on the feasibility of an ordinance to outlaw inhumane animal traps. This report addresses that request.

"Creating a Humane LA"

AN EQUAL OPPORTUNITY EMPLOYER

Visit our website at www.LAAnimalServices.com

REPORT ON MAKING TRAPPING OF WILDLIFE MORE HUMANE

BACKGROUND

Animal trapping is the use of a device to remotely catch an animal. Animals may be trapped for a variety of purposes including the fur trade, food, wildlife management, hunting, and pest control.

The Department's principal opposition to the traps that are recommended to be banned is they cause suffering and cruel death.

A second major concern is that these traps are indiscriminate in that they will be triggered by *any* animal of sufficient weight. In an urban area with significant mountain and canyon areas, Los Angeles is particularly prone to domestic animals being caught in these traps. And, these traps are often used unwisely. For example, a trap set on the ground for an animal entering a home on a roof may catch unintended animals.

Third, while these traps may indeed capture an animal causing a problem (living in an attic, for example) this does not address the cause of the problem. Only repair and exclusion of all animals from access to the entry point does that.

The traps that cause the most damage are snares and body-crushing traps which leave animals suffering or dying. Affected wildlife includes, but is not limited to bears, bobcats, coyotes, foxes, mountain lions, opossums, raccoons and skunks.

The Department is grateful for research conducted by the Humane Society of the United States to support these recommendations. However, Animal Services is also basing its recommendations from the personal experiences of Animal Control Officers (ACO). ACOs respond to calls ranging from roaming dogs, to tethered animals, to animals in distress/dying. The latter includes emergency calls of wildlife in a trap's clutches.

First-hand accounts of Animal Control Officers' experiences give some idea of the terrible effects of an inhumane trap's damage:

- In January 2013 in Cheviot Hills, a coyote was caught in a snare trap at the Rancho Park Golf Course. The veterinarian wrote: *"Coyote had a wire from snare trap wrapped all the way around the lower abdomen, stuck right above the top of the pelvis. The wire was very tight against skin; Animal Control Officers could not get wire cutters under the wire to remove it."*
- In July 2013, a coyote in Silver Lake was found hanging by its neck from a snare set by a pest control company. The snare was so tight around the neck that it took several minutes to cut off the snare, which only tightened as the animal struggled to get free. This coyote was rescued by Animal Control Officers then sent to Wildlife Care of Ventura County for rehabilitation. The coyote's injuries were critical and it could not be saved.
- In October 2013, a raccoon was found in Eagle Rock with an illegal body-gripping trap. This uses a high tension bar that crushes the head or limbs of

REPORT ON MAKING TRAPPING OF WILDLIFE MORE HUMANE

animals caught in it. The raccoon was found with a foreleg caught in the trap, causing grave injury. The raccoon was determined to be irretrievably suffering and had to be euthanized after unnecessary suffering.

DESCRIPTIONS OF ANIMAL TRAPS RECOMMENDED TO BE BANNED

Four classes of device have traditionally been used in urban wildlife control work: body-gripping (leg- or foot-hold traps); body-crushing traps; snares; and cage, or box, traps. All can be inhumane through negligent care or use, but snares, body-crushing and body-gripping traps are inherently inhumane. The unacceptable and inhumane devices are described briefly below.

Body-Gripping Traps

Traditionally referred to as leg- or foot-hold traps, these devices are triggered by the weight of an animal stepping on it. The jaws slam shut on an animal's leg or foot with enough force to hold the animal in place. Concerns for the welfare of animals trapped by these devices led to padded jaws and traps which include a thin strip of hard rubber lining the metal gripping edges. The result may be fewer visible lacerations, yet padded traps may require higher spring force, which means the animal is held more tightly and can actually suffer more pain.

Major concerns for the welfare of animals trapped in these types of device have led to their being banned in many countries. Body-gripping traps will cause significant physical damage to wild animals ranging from bone fractures and twisted ligaments. Being restrained is also very distressing to wild animals; their instinct is to break free. They pull and twist to get out of the trap, which can lead to extensive injuries, even to the point of chewing or twisting their own foot off. If operators are required to check traps only every 24 hours, an animal can struggle over a prolonged period, be subject to weather extremes, experience significant suffering and even fall victim to predation.

These traps are largely indiscriminant and the number of "non-target" animals taken — domestic dogs and cats, rabbits, songbirds, raptors — usually goes unreported. Designs intended to be more species-specific, such as traps designed to capture only raccoons, can have such great clamping force that they cause unacceptable suffering. Non-target animals caught in traps can be theoretically released but not without injury which often is significant enough to compromise survival.

Body-Crushing Traps

Body-crushing traps are designed to clamp with extensive force on an animal's body and are designed to crush the neck and render an animal unconscious within seconds and dead within minutes. However, even when used under controlled circumstances they often fail to do so. In the field it is impossible to control the size, species, position and direction of the animal entering the trap and their performance has to be even worse. These devices have long been recognized as inappropriate for use in urban wildlife control.

REPORT ON MAKING TRAPPING OF WILDLIFE MORE HUMANE

Snares

Snares use a loop of wire or wire rope designed to close around the neck, torso, foot or leg of an animal. Neck snares are sometimes designed with locking devices intended to restrain but not choke their victims to death, but these are subject to failure. In other uses snares are highly indiscriminate and have all of the unacceptable qualities of body-gripping traps and worse, since they often close on body and neck as much or more than limbs.

Deadfall

A *deadfall* is a heavy rock or log that is tilted on an angle and held up with sections of branches (sticks), with one of them that serves as a trigger. When the animal moves the trigger which may have bait on or near it, the rock or log falls, crushing the animal.

PROPOSED CHANGES TO MUNICIPAL CODE

Not all traps are inhumane. Supporters of cage traps say that they are the most humane form of trapping, and in some countries is the only method of trapping allowed. Cage traps are used by animal control officers to catch unwanted animals and move them to another location without harm.

These traps are designed to catch live animals in a cage. They are usually baited with common items like cat food and tuna fish. Cage traps usually have a trigger located in the back of the cage that causes a door to shut; some traps with two doors have a trigger in the middle of the cage that causes both doors to shut. In either type of cage, the closure of the doors and the falling of a lock mechanism prevents the animal from escaping by locking the door(s) shut.

Culvert traps are also considered humane. This large pipe-shaped device operates like a cage trap and is designed to move a bear or mountain lion.

In truth, any device that captures and holds an animal can be inhumane. For example, the cage trap can cause deaths in the summer heat if the company doing the trapping doesn't frequently visit the trap.

The Department recommends making changes to an existing ordinance, Los Angeles Municipal Code Section 53.06.3. In addition to modifying LAMC Section 53.06.03 to ban certain wildlife traps, the Department is making the following recommendations relative to the use of cage traps:

- 1) Box or cage traps, e.g., culvert traps, closely monitored may be used for rescuing a wild animal that is caught in a space or location where a human cannot reach. If the animal is healthy it would be released. If the animal is infirm and not irremediably suffering, it would then be transported to a wildlife rehabilitation facility.

REPORT ON MAKING TRAPPING OF WILDLIFE MORE HUMANE

2) Box or cage traps (but not snares or body-gripping traps) for the purpose of educational research on the effects of rodenticide secondary poisoning, or other harmful introduced chemicals or substances into the environment and its effects on wildlife, shall be allowed by government agencies that are under a government grant for such a study. The information gathered is to further protect wild animals from said dangers. Wildlife involved in these studies would be tagged and tracked by said government agencies. No such trapping would be allowed by the general public claiming to be doing a study. At no time would live animals be allowed to be used to lure the target wild animal¹.

3) Box or cage traps shall not be placed in areas exposing wildlife to extremes of weather conditions such as, direct sunlight, or out in the open on rainy days; additionally, said traps shall not be placed near the edge of a pool, areas adjacent to electrical wiring, gas lines, in locations containing dangerous debris, on rooftops, on unstable locations such as a ledges, awnings, limits of trees, areas where they might be harassed by household pets or other animals.

4) Baits for the purposes of trapping wildlife shall not contain any form of poison, rodenticides or any other harmful chemicals whatsoever.

5) Section 465.5 of the California Code of Regulations requires that traps must be inspected and trapped animals removed at least once daily. The City of Los Angeles shall require a trap inspection every 12 hours; however, traps that utilize technological devices such as cameras that notify trappers of immediate capture of the animal will count as one trap visit. An inspection will still be required the first morning visit of the trap in the hours between 5am to 9am and the second visit of the trap between 5pm to 9pm.

6) Any trap set without identifying information or in violation of state and local laws, such as a company setting traps which do not have the company name, or trapper name and phone number of the trapper not clearly posted on the trap, shall be confiscated by the Department of Animal Services. A fine of \$1000.00 shall be paid by said trapper to the Department of Animal Services for return of said trap. Should the trap not be claimed within seven working days, the trap shall be destroyed and disposed of. Officers impounding traps shall post notice as to the location of trap confiscation clearly showing where the trap was taken and indicate violation of trapping regulations for impound of the trap.

7) Wild animals that are trapped by agents, companies, nuisance or pest control operators that have permits to engage in legal trapping of wildlife shall remove animals trapped immediately and no longer than two hours of capture, one hour of

¹ Currently the National Park Service is doing such a study on rodenticide effects on bobcats in the Santa Monica Mountains.

REPORT ON MAKING TRAPPING OF WILDLIFE MORE HUMANE

capture on any day that the outdoor temperature is over 80 degrees. Trappers shall follow 465.5 of the California Code of Regulations for disposition of the wild animal.

8) Wild animals that are caught by companies, nuisance or pest control operators in traps that are sick, injured, crippled or infirm may be delivered to wildlife rehabilitation.

The Department will work closely with the City Attorney in developing the draft ordinance.

BRENDA F. BARNETTE
General Manager

Cc:

Honorable Councilmember Felipe Fuentes, 7th District
Honorable Councilmember Mitch O'Farrell, 13th District
Patricia Whelan, Office of the Mayor

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