



BOARD OF ANIMAL SERVICES COMMISSIONERS
CITY OF LOS ANGELES
Tuesday, August 27, 2013
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

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 July 14 and July 28, 2013.

3. DISCUSSION ITEMS

None

4. BOARD REPORTS

A. APPROVAL OF THE SUPPLEMENTAL AGREEMENTS TO THE SPAY NEUTER PROJECT OF LA, INC. FOR THE EAST VALLEY SHELTER, CONTRACT C117333 AND HARBOR SHELTER, CONTRACT C-115031

1. APPROVE the Supplemental Agreements to the East Valley and Harbor Shelter Contracts and extension with the Spay and Neuter Project LA, INC. (SNP LA), substantially in the form as outlined in the attached draft agreement, subject to approval of the City Attorney as to form and legality.
2. Upon approval, TRANSMIT the amendment to the Mayor and City Council for approval.

B. REQUEST FOR PROPOSALS FOR THE OPERATION OF THE DEPARTMENT'S SOUTH LOS ANGELES SPAY/NEUTER CLINIC

1. AUTHORIZE the Department to release a Request for Proposals (RFP), substantially in the form as on file, for the operation of a spay/neuter clinic at the South Los Angeles shelter, subject to approval of the City Attorney as to form and legality.
2. DIRECT the Department to report back to the Board with the recommended proposer and a draft a three-year agreement, with three one-year renewal options.

5. ORAL REPORT OF THE GENERAL MANAGER

6. BOARD AVAILABILITY FOR THE MEETING OF September 10, 2013

7. ADJOURNMENT

Next Commission Meeting is scheduled for 10:00 A.M. September 9, 2013, 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

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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 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
PRESIDENT

TARIQ A. KHERO

MAGGIE NEILSON

ALANA YANEZ

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: August 27, 2013 **PREPARED BY:** Brenda Barnette

REPORT DATE: August 16, 2013

TITLE: General Manager

**SUBJECT: APPROVAL OF THE SUPPLEMENTAL AGREEMENTS TO THE SPAY
NEUTER PROJECT OF LA, INC. FOR THE EAST VALLEY SHELTER,
CONTRACT C117333 AND HARBOR SHELTER, CONTRACT C-115031**

BOARD ACTION RECOMMENDED:

1. APPROVE the Supplemental Agreements to the East Valley and Harbor Shelter Contracts and extension with the Spay and Neuter Project LA, INC. (SNP LA), substantially in the form as outlined in the attached draft agreement, subject to approval of the City Attorney as to form and legality.
 2. Upon approval, TRANSMIT the amendment to the Mayor and City Council for approval.
-

SUMMARY:

On June 1, 2010, the Department of Animal Services entered into a three-year contract with SNPLA to provide spay and neuter services at our East Valley Shelter (C.F. 08-1830-S1). Additionally, On January 6, 2008 a contract was finalized between the Department and SNP LA for spay and neuter services at the Harbor Shelter. Prior to the expiration of the contract, the Assistant General Manager, John Chavez, met with Executive Director, Arianna Buturovic and Noel Jackson, both of SNP LA, to discuss an extension of the agreement, as well as starting a "wellness clinic" on site.

Both parties believed that the contract could be extended without Board or Council approval, inasmuch as Section II of the Agreement states:

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“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 three (3) years, and may be renewed for up to three (3) additional years at the sole discretion of the Department and GSD. 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”

During the negotiation period, the City Attorney alerted the Department that the Council action that approved the original contracted limited the term to three years and that extending the contract another three years would, in fact, require Council approval.

The contract for the East Valley Shelter expired on May 31, 2013 and the Harbor Shelter will expire on January 5, 2014. The Department is therefore requesting approval to transmit the attached agreement to the Mayor and City Council for approval and upon approval, enter into a three-year contract with SNP LA for spay and neuter services at the East Valley and Harbor Shelters.

The East Valley and Harbor Spay/Neuter Clinics are part of the clinics in the Department's Animal Care Center system, and the Department is proud to report that this proposed agreement will enable SNPLA continue to be a part of the City's efforts in achieving its goal to become a No Kill community, and is especially timely given the new Spay/Neuter Ordinance taking effect soon.

Under the proposed agreement, SNPLA will perform spay/neuter surgeries for dogs and cats adopted from the East Valley and Harbor Animal Care Centers, as well as for pets brought in by the general public. SNPLA will provide all their own staff, as well as all equipment, supplies, materials, and medicines required to provide their services. Care of animals in SNPLA's custody shall be in conformance with all federal, state, and local humane laws and statutes.

SNP LA is also proposing to provide wellness clinics. The contractor will operate the Wellness Clinics on Sunday – Monday, from 9 AM – 5 PM, with a minimum one Wellness Clinic day per week. These days may be subject to change; the City will be notified 30 days in advance of planned schedule changes.

The Wellness Clinic will offer the following services, up to and including:

- Diagnosis and treatment for ear/eye/skin infections
- Dental scaling, polishing, and extractions
- Wellness exams for puppies and kittens
- Low-cost vaccines – DA2PP, Bordetella, rabies, FVRCP, FeLV

- Mass removals
- End-of-life counseling and euthanasia
- “Cherry eye” treatment
- Entropion repair
- Hernia repair
- Low-cost spay/neuter
- Owner education in proper pet care
- Assisting owners in managing chronic disease processes, i.e. seizures, diabetes, kidney problems

Owners defined as “low-income” under HUD/DOL guidelines will qualify for SNP LA’s low-priced services. Low-income documentation is required. The following documentation is acceptable: California Form 540, W-2, DWP Lifeline status, Southern California Gas CARE program status, Social Security Benefits Statement, or an award letter of the amount of SSI, General Relief, or CalWorks/AFDC received.

The operation of the Wellness Clinic will not affect Contractor’s obligation to meet its other surgical sterilization targets for the City as provided in the Agreement. Animal Services reserves the right to review the cost of low-priced services to ensure that these costs are affordable to low-income residents.

The City of Los Angeles’ Standard Provisions for City Contracts allows SNPLA continued use of the premises at the East Valley Spay/Neuter Clinic (a license drafted along with the General Services Department addresses any lease-type elements of the agreement), and GSD will be a signatory to the agreement. SNPLA will be required to maintain all necessary permits, including a veterinary premise license, insurance, and a security deposit as required. In consideration for the use of City property, SNPLA shall discount the Department 10% off payments for surgeries performed on adopted animals.

FISCAL IMPACT:

There is no impact to the General Fund. Funds will be used from Fund 543, Animal Sterilization Trust Fund, in accordance with trust fund limitations and as they would be paid to outside veterinary services for providing sterilization on adopted animals or animals qualifying for coupons. The amount of the discount taken off Board-approved rates, a proposal item in this RFP, will provide funding to accomplish more surgeries.

Approved:

Brenda Barnette General Manager

Attachment: [name]

BOARD ACTION:

_____ Passed

Disapproved _____

_____ Passed with noted modifications

Continued _____

_____ Tabled

New Date _____

**BOARD OF
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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: August 27, 2013 **PREPARED BY:** Brenda Barnette

REPORT DATE: August 16, 2013

TITLE: General Manager

**SUBJECT: REQUEST FOR PROPOSALS FOR THE OPERATION OF THE
DEPARTMENT'S SOUTH LOS ANGELES SPAY/NEUTER CLINIC**

BOARD ACTIONS RECOMMENDED:

1. AUTHORIZE the Department to release a Request for Proposals (RFP), substantially in the form as on file, for the operation of a spay/neuter clinic at the South Los Angeles shelter, subject to approval of the City Attorney as to form and legality.
 2. DIRECT the Department to report back to the Board with the recommended proposer and a draft a three-year agreement, with three one-year renewal options.
-

SUMMARY:

The Department requires that dogs and cats adopted from its shelters be spayed or neutered, with certain specific exceptions. To accomplish this, the Department contracts with private veterinarians to spay or neuter animals to be adopted. These veterinarians are paid from the Department's Animal Sterilization Trust Fund.

Sending soon-to-be-adopted animals to private veterinarians strains the City's resources by using staff time and vehicles for the daily transport of these animals to various veterinarians. Additionally, when the public adopting animals from shelters needs to pick up their animals, they need to drive to the veterinarian – rather than the shelter – to pick up their new companions.

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Report to the Board of Animal Services Commissioners

Subject: RFP for the Operation

Of the South Los Angeles Spay/ Neuter Clinic

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To streamline the spay/neuter process for adopted animals, each of the shelters built as part of the Fire and Animal Facilities Bond (Proposition F), has a spay/neuter clinic. Free-standing equipment and tools are purchased by the private veterinarians and once obtained, the clinics serve as self-contained veterinary medical facilities within our shelters.

Having a fully functioning spay/neuter clinic at each shelter reduces the City's transportation and staffing costs, reduces the administrative costs of processing payments, and allows adopters to pick up their pets from the same shelters from which the animals are adopted. These in-shelter clinics promote responsible pet ownership by making it easier to sterilize animals.

While the Department employs several veterinarians and veterinary technicians to treat and care for animals under its control, current workloads preclude City staff from performing all the spay/neuter surgeries needed. As the Department transitions into "no-kill shelters" (C.F 13-0600-S3), a long-term contract with private veterinarians to occupy our spay/neuter clinics will ensure that residents are provided with the necessary veterinary services for their companion animals.

In accordance with City Charter Section 1022, staff will work with the Personnel Department and the Office of the City Administrative Officer to ensure that it is appropriate to use contractors to operate this clinic.

SIGNIFICANT TERMS AND CONDITIONS:

Term

The initial term of the agreement shall be for three (3) years, with a renewal option of up to three (3) additional years, exercisable at the City's sole discretion.

Standard Terms and Conditions

The Contractor will be required to comply with the Department's Standard Terms and Conditions.

Permits and Licenses

The Contractor will be required to obtain, at its sole expense, all necessary insurance, permits and licenses to operate the clinic.

Days and Hours of Operation

The Contractor shall provide spay and neuter services, at minimum, five days per week, preferably seven days per week.

Report to the Board of Animal Services Commissioners

Subject: RFP for the Operation
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Prices of Services

Spay/neuter costs may not exceed fees approved by the Board of Animal Services Commissioners. Prices to be charged to the Department reflect Board-approved pricing less a discount. The percentage discount and the services provided for the health and welfare of the City's companion animals shall be considered adequate compensation to the City for the use of the facility.

Equipment

The Department will not provide any equipment to the Contractor; the Contractor will be required to purchase and maintain all equipment and medical supplies necessary to provide services.

Cost of Operations

The cost of staffing, maintaining, and performing related services under the Agreement shall be the sole responsibility of the Contractor. No charges shall be paid by the Department beyond those stated in the Agreement for spay/neuter surgeries.

Quality Assurance

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

Utilities

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

Improvements

No improvements to the premises shall be made without prior written approval of the Department and General Services.

FISCAL IMPACT:

There is no impact to the General Fund. Funds will be used from the Animal Sterilization Trust Fund.

Approved:

Brenda Barnette, General Manager

Report to the Board of Animal Services Commissioners

Subject: RFP for the Operation

Of the South Los Angeles Spay/ Neuter Clinic

August 27, 2013

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BOARD ACTION:

_____ Passed

Disapproved _____

_____ Passed with noted modifications

Continued _____

_____ Tabled

New Date _____



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

**1st SUPPLEMENTAL AGREEMENT
RE**

City Agreement Number C-117333

WITH SPAY NEUTER PROJECT OF LA, INC. (formerly CLINICO)

To Provide Spay/Neuter and Related Veterinary Services

At the

**East Valley Animal Care Center
Spay/Neuter Clinic
14409 Vanowen Street
Van Nuys, CA 91405**

City Agreement Number ____C-117333_S -1____

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1st SUPPLEMENTAL AGREEMENT
BETWEEN THE CITY OF LOS ANGELES
AND SPAY NEUTER PROJECT OF LOS ANGELES, INC. (FORMERLY CLINICO)

FOR THE OPERATION OF THE SPAY/NEUTER CLINIC AT
THE EAST VALLEY ANIMAL CARE CENTER

To City Agreement Number C-117333

THIS 1st SUPPLEMENTAL AGREEMENT ("Agreement") is entered into as of June 1, 2013 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"), the Department of General Services ("GSD"), and Spay Neuter Project of Los Angeles, Inc. ("Contractor" or "Licensee") formerly Clinico, which is authorized to do business in the State of California, with regard to the following:

WHEREAS, the Department desires Contractor to continue to provide spay/neuter surgeries and related services at the East Valley Animal Care Center Spay/Neuter Clinic ("Clinic"); and

WHEREAS, the Contractor was selected pursuant to a Request for Proposals ("RFP") issued by the Department on March 10, 2008 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 September 22, 2008, and approved by the City Council on _____ for a three year contract (CF # 8-1830-S1) which expired on May 31, 2013; and

WHEREAS, C-117333 included a three-year option to renew, which the Department wishes to exercise and this 1st Supplemental Agreement was approved by the Board on _____, 2013 and by the City Council on _____, 2013 for the additional three year term (CF # _____); and

WHEREAS, the Contractor will continue to provide spay/neuter services for Care Center cats, dogs, and rabbits (as needed) that are adopted from the Care Center as well as to pets owned by qualifying residents near or in the Los Angeles area; and

WHEREAS, operating the Clinic will continue to augment the Department's ability to provide spay/neuter services to adopters and residents in Los Angeles and benefit the public; and

WHEREAS, the Contractor will accept the fees for spay/neuter surgeries listed herein; and

WHEREAS, the Contractor will also provide and operate a "wellness clinic" for the public, and offer discounted rates for low-income residents as part of the Supplemental Agreement; and

WHEREAS, GSD provides real estate asset management and related building maintenance and repair services for the City's real property; and the Department provides services related to the care and welfare of animals in the City of Los Angeles, and administers agreements related to providing said services.

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:

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

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

General Manager, Department of General Services
111 East First Street, Room 201
Los Angeles, California 90012

3. The representative of Contractor shall be:

Arianna Buturovic, Executive Director, Spay Neuter Project of Los Angeles, 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 one year, and may be renewed for up to two (2) additional years at the sole discretion of the Department and GSD. 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. Maximum Payment

Payment to the Contractor by the City shall not exceed \$500,000 during each of the City's Fiscal Years (defined as July 1 through June 30) or during any twelve months of the Agreement, including the value of discount coupons and free certificates. This provision shall not mean that the City is required to reach or approach this amount.

Section IV. License to Use Premises Of Animal Spay Neuter Clinic

Contractor shall comply with all provisions of the License to Use the Premises of Animal Spay and Neuter Clinic ("License"), 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 Spay/Neuter Clinic ("Premises" or "Clinic") located at the following location:

East Valley Animal Care Center
14409 Vanowen Street
Van Nuys, CA 91405

A diagram of the Premises is attached hereto and incorporated herein as Exhibit C.

Section VII. Ratification

At the request of the City, and because of the need therefore, CONTRACTOR has begun performance of the services specified herein prior to execution of this 1st Supplemental Agreement. The CITY acknowledges the services previously performed by the CONTRACTOR and ratifies the CONTRACTOR's performance of said services to the extent said services were performed in accordance with the terms and conditions of this Agreement.

Section VIII. Scope of Services

The Contractor shall be the sole operator of the Clinic and shall operate the Clinic according to all federal, state, and local laws; shall provide spay/neuter services for adopted animals and animals owned by members of the public, and related veterinary medical services; shall provide all staffing, equipment, and supplies; shall obtain all permits, licenses, and registrations required to operate the Clinic; and shall coordinate with Department staff to provide these services, as stipulated herein. In particular, the services to be provided are as follows:

A. Surgical Sterilizations

The Contractor will perform:

1. Spay and neuter surgeries on qualified animals adopted from the Care Center (including dogs and cats eight weeks of age or older, and rabbits). On each day of operation, Contractor shall commit to perform surgeries as follows:

A minimum of 5 dogs adopted from the Care Center,

A minimum of 5 female cats adopted from the Care Center; unlimited male cats.

Contractor shall coordinate with Care Center staff in the event that the Care Center's volume of surgeries exceeds this number during special adoption events or other events, and the Contractor shall make a reasonable effort to accommodate additional spay/neuter surgeries from the Care Center. The Department reserves the right to send animals to off-site veterinarians in the event that Spay Neuter Project of Los Angeles, Inc. is unable to accommodate all of the Care Center's spay/neuter needs.

Contractor shall be expected to perform approximately 40 spay/neuter surgeries at the Clinic each day of operation, including animals adopted from the Care Center, as well as dogs and cats brought in by members of the public, and accept all Department discount coupons and free certificates or vouchers and Authority For Expenditure for the service.

2. Pre-surgical physical examinations on all surgical candidates to determine if an animal is qualified for surgical treatment.
3. Other ancillary medical procedures associated with surgical sterilizations, according to the provisions outlined below:
 - a. The Contractor will conform to all surgical standards as required by the California Veterinary Medicine Practice Act (CVMPA).
 - b. Animals deemed unfit or unhealthy by a veterinarian may be rejected for surgical sterilization.
 - c. Animals that are pregnant, in estrus, cryptorchid, or have any other medical condition outside the scope of a healthy animal sterilization, may be surgically sterilized at the discretion of the Contractor's veterinarian. The contractor may charge the adopter an additional fee of \$50 per condition subject to a Cost of Living Adjustment (COLA) increase per each subsequent year of the contract but no sooner than June 1, 2014.
 - d. Owners/adopters of animals of advanced age that may require pre-surgical, geriatric blood screening will be notified by Contractor of the additional cost of the screening prior to sterilization.
 - e. If during surgery, the animal is discovered to be already sterilized, the same fee shall apply for a standard sterilization.

B. Microchips

Contractor shall micro-chip all dogs, cats, and rabbits that are adopted from the Care Centers that are not already microchipped, if mutually agreed upon by the Contractor and adopter, or requested by the Department. Contractor shall charge a fee of \$25.00 per implantation for said microchips, and provide the owner and Department with the microchip number

C. 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 veterinary 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. The provision shall exclude dogs that are adopted from the

Care Center and sent to Contractor by the Department for spay/neuter or related services as part of the adoption process.

D. Emergency Medical Treatment

Contractor shall monitor all animals under its care and control for post-surgical complications and shall provide appropriate post-surgery medical treatment to animals in the event of an emergency related to the surgery, at no additional cost to the City or the pet owner, so long as such complications are discovered while the animal is under the Contractor's care and control.

The Contractor shall provide appropriate medical treatment to animals in the event of medical emergencies for animals in the care and control of the Contractor. The Contractor will stabilize the animal in the event he or she needs to be transported to another private veterinary hospital, which will be at no additional cost to the City or the pet owner if the emergency is determined to be related to or caused by the sterilization surgery.

Charges for medical emergency treatment for animals in the care and control of the Contractor but not caused as a result of the sterilization by the Contractor, either by the Contractor or at referred veterinary hospitals that are pre-approved by the Department, may be charged to the pet owner, provided the pet owner has approved the treatment in advance via telephone notification.

E. 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 remain on duty following the procedure until each animal's recovery status meets the conditions set forth by the CVMPA to send home with his or her owner or transfer to the care of Care Center staff, depending on where the animal came from.
2. Animals unclaimed by owner(s) at the end of the business day shall be kept overnight at the Clinic, unless determined otherwise by Department staff, while reasonable efforts are made by the Contractor to contact the pet owner. If Contractor does not plan to staff the Clinic after hours, only animals adopted from City of Los Angeles Animal Care Centers may be transferred, at the sole discretion of the Department, to the holding area of the Care Center if not picked up after surgery.
3. All pre-adopted animals shall be released on the day of surgery to their owners. Animals that are not pre-adopted shall be released to the Department at such time as medically safe to do so.

F. Release of Animals

All animals shall be released to pet owners or adopters 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.

G. Wellness Clinics

Contractor shall operate a Wellness on Sunday – Monday, from 9 AM – 5 PM, with a minimum one Wellness Clinic day per week. These days may be subject to change; the City will be notified 30 days in advance of planned schedule changes.

The Wellness Clinic will offer the following services, up to and including:

- Diagnosis and treatment for ear/eye/skin infections
- Dental scaling, polishing, and extractions
- Wellness exams for puppies and kittens
- Low-cost vaccines – DA2PP, Bordetella, rabies, FVRCP, FeLV
- Mass removals
- End-of-life counseling and euthanasia
- “Cherry eye” treatment
- Entropion repair
- Hernia repair
- Low-cost spay/neuter
- Owner education in proper pet care
- Assisting owners in managing chronic disease processes, i.e. seizures, diabetes, kidney problems

Owners defined as “low-income” under HUD or DOL guidelines will qualify for SNP LA’s low-priced services. Low-income documentation is required. The following documentation is acceptable: California Form 540, W-2, DWP Lifeline status, Southern California Gas CARE program status, Social Security Benefits Statement, or an award letter of the amount of SSI, General Relief, or CalWorks/AFDC received.

The operation of the Wellness Clinic will not affect Contractor’s obligation to meet its other surgical sterilization targets for the City as provided in the Agreement. Animal Services reserves the right to review the cost of low-priced services to ensure that these costs are affordable to low-income residents.

H. Optional Services and Additional Fees to the Public

The Contractor may offer to the public additional services, provided that the written approval is received from the pet owner. Pricing of these services shall be at the Contractor’s discretion, subject to Department approval. The Department shall be notified of any price increase 30 days prior to the effective date and must grant approval of said increase. Once approval has been granted the Contractor shall post the increases and notify the public no less than 14 calendar days before the increases become effective. The notice of new prices shall be posted in a conspicuous place in the Contractor’s clinic and if applicable, in its online presence and must indicate the effective date. The Department encourages pricing that maximizes the public’s ability to obtain needed services for their pets.

I. 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, anesthesia surgery guidelines, and drug 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 spay and neuter services a minimum of four days per week. All hours and days of operation shall be subject to mutual agreement between Contractor and Department, to be coordinated with the Care Center, 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 of planned closures no less than 14 calendar days before the closure, and must post notice of said closure for public view. In the event that the Contractor's veterinarian will be absent, Contractor may retain the temporary services of an alternate licensed veterinarian to perform surgeries in the absence of the Contractor's veterinarian, subject to Department disapproval. The Department reserves the right to have its own veterinary staff or other veterinarian perform said surgeries if the Contractor's veterinarian is absent.

3. Equipment and Supplies

Contractor shall obtain, at its own expense, all equipment and supplies to be used in the operation of the Clinic, 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 Clinic, and shall ensure that repairs or replacement of equipment does not unreasonably interrupt its services. Alterations and improvements, capital improvements, and maintenance issues shall be coordinated with, and subject to the approval of, the Department of General Services.

4. Equipment Purchase Option

At the end of the term of this Agreement, and upon mutual agreement, Department may purchase from the Contractor, at a mutually-agreed depreciated price consistent with equipment of comparable age and use, Contractor's equipment used in the operation of the Clinic. However, the Department shall be under no obligation to make such purchases.

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 any hazardous or toxic substances, biohazards, medical wastes, sharps, discarded animal tissues or animal carcasses, or other materials or wastes, used or discarded by the Contractor in connection with its operations, which can damage the environment or be harmful to health. Unless otherwise coordinated with the Care Center, Contractor will be solely responsible for disposal of hazardous waste, at its own cost.

J. Fees and Payments

1. Fees for Spay/Neuter Surgeries (for Care Center animals and animals adopted from the Care Centers) Set by Board

Fees for spay/neuter surgeries paid by the Department are set by the Board; if the Board revises said fees, the Department shall pay the Contractor the revised fees effective on the date of the Board's approval, or as otherwise effected by the Board.

2. Definitions

- "Neuter" shall mean "castration." "Spay" shall mean "ovariohysterectomy."
- "Sterilization" and "surgery" refer to the spaying or neutering of an animal. All sterilizations shall include: (a) a physical examination of the animal, (b) all vaccines and anesthesia that your hospital requires during hospitalization or before surgery, (c) all after-care including suture removal, licking problems, infections, and other normal procedures.
- "Voucher" can be a **\$30 Discount Coupon** or a **\$70 Free Certificate** for Spay/Neuter issued to a Los Angeles resident by the Department for the sterilization of an owned dog or a cat.
- "Authority for Expenditure (AFE)" is issued by the Department for specific service on a shelter animal.

3. Surgery Discount to Department

Contractor shall give a discount to the Department an amount equal to 11% of Board-approved fees for spay/neuter surgeries performed on Care Center animals and animals adopted from the Care Center. This discount shall result in a net payment equal to the discounted net fee at the 11% discount proposed by Contractor and accepted by the Board, as indicated below:

<u>Surgery</u>	<u>Board-Approved Fee</u>	<u>Contractor shall discount Department</u>	<u>Net Fee At 11% Discount</u>
Male cat	\$60.00	\$6.60	\$53.40
Female cat	\$68.00	\$7.48	\$60.52
Male dog under 50 lbs.	\$60.00	\$6.60	\$53.40
Male dog over 50 lbs.	\$110.00	\$12.10	\$97.90
Female dog under 50 lbs.	\$68.00	\$7.48	\$60.52
Female dog over 50 lbs.	\$118.00	\$12.98	\$105.02
Rabbits (all)	\$65.00	\$7.15	\$57.85

4. Spay/Neuter \$30 discount coupons/\$70 free certificates

- a. Animal owners will transport their owned animal to the Contractor along with a voucher and pick up the animal from Contractor after service is completed.
- b. Coupons/Certificates are non-transferable, are not valid beyond the expiration date printed on them, and must be presented to Contractor at the time of sterilization. Coupon/Certificate may only be used for owned cats and owned dogs, and are not valid for the sterilization of feral cats. Either a discount coupon or free certificate, but not both, may be used per animal per sterilization. Coupon/Certificate cannot be used for any veterinary service other than sterilization, nor in combination with any other program.
- c. Contractor may charge a co-payment from an animal owner with a \$30 Discount Coupon. No co-payment or additional fees may be charged to an animal owner with a \$70 free certificate for sterilization including, but not limited to, uterine infection, pregnant or "in estrus" animals, animals with retained testicles, or animals weighing more than 50 pounds.

5. Authority for Expenditure (AFE) (for Shelter Animals)

- a. Department staff will transport the animal, or in cases of deferred sterilization approved by Department veterinary staff, the animal owner will transport the animal, along with an Authority for Expenditure (AFE).
- b. No additional fees or co-payments may be charged for the sterilization of shelter animals, including physical examination, routine hospitalization vaccines and after-care services such as suture removal licking problems, infections, and other normal procedures. The contractor may charge the adopter an additional fee of \$50 per condition subject to a Cost Of Living Adjustment (COLA) increase per each subsequent year of the contract as determined by the Department. The COLA will also be determined by the Bureau of Labor Statistics in the Department of Labor for the Los Angeles region.
 - a. For animals that are obese, geriatric, pregnant, or exhibit uterine infections, in estrus, with retained testicles(s), or hernias, the **Contractor shall obtain prior authorization from the adoptive owner before treatment.** These costs are not an obligation of the Department.
- c. Contractor shall obtain prior written authorization from the Department if the animal requires additional medical treatment. If Department does not authorize the additional treatment and Contractor is unable to perform the sterilization, Department staff will retrieve the animal. Contractor shall absorb all costs of treatment provided without prior approval from the Department.
- d. If the animal is deemed temporarily unsuitable for sterilization, **Contractor shall obtain prior authorization from the adoptive owner prior to treatment,** and if the owner elects treatment, the fees will be the responsibility of the adopter. The Department shall not reimburse the adopter or Contractor for veterinary fees not authorized by the Department in writing. The owner may elect to return the animal to the Department. Contractor shall notify the Shelter where the animal came from if the owner fails to pick up the animal.
- e. For adoption events, animals will be brought in for sterilization with an AFE by Department staff and picked up on the same or following day after the surgery in accordance with the arrangement made between Contractor and Shelter. Contractor will notify the Shelter where the

animal came from if an animal is unfit for surgery and the Department will retrieve the animal from the Contractor.

6. 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 shelter animals that occur under the care and control of the Contractor within five business days by submitting a completed Incident Report. A blank Incident Report form is attached as **Exhibit A**.
- c. Surgery can be deferred and Contractor shall re-schedule the sterilization, or reject the animal for sterilization if deemed unfit or unhealthy by Contractor.
- d. Contractor shall ensure that the person named on the Coupon/Certificate or AFE is the same person requesting the services, and that the Coupon/Certificate or AFE has not been transferred.
- e. Contractor has a duty to check, within reason, that no more than three Coupon/Certificates or AFEs have been issued for more than three cats or three dogs to any one person or address, and notify the Department of any irregularities.
- f. Contractor shall report any abuse, fraud or suspected abuse or fraud by pet owners.

7. Billing and Record Keeping

- a. Upon completion of sterilization, Contractor shall bill the Department for services rendered by using the Department's **online Vet Portal System** available at anivet.lacity.org. Instructions for the Vet Portal can be located on the website under the "Help" Tab.
- b. The required sections of the Voucher and/or AFE shall be completed by Contractor and mailed to the **Department of Animal Services, 221 North Figueroa Street Room 500, Los Angeles CA 90012, Attn: Accounting Section**. \$30 discount coupon/\$70 free certificate or AFEs submitted without surgery date, veterinarian's name and address and signature will be returned for completion.
- c. Billing must be submitted within 60 days after sterilization services or they will not be honored by the Department. Billings received after the 10th of each month will be processed the following month.
- d. \$30 discount coupon/\$70 free certificate and/or AFEs have no face value until Contractor completes the work, certifies by signature that the work is completed, and requests payment in the manner prescribed by the Department.
- e. Original \$30 discount coupon/\$70 free certificate and/or AFEs for surgeries performed by Contractor shall be mailed to the Department of Animal Services. A photocopy of the \$30 discount coupon/\$70 free certificate and/or AFEs shall be retained on file at its facility for a minimum of three (3) years. Signed, completed \$30 discount coupon/\$70 free certificate and/or AFEs shall serve as proof of each service performed and billed to Department.

- f. All payments are subject to the review and approval of Contractor's full documentation and work performance by the Department.
- g. Department will make all reasonable efforts to pay Contractor each month for services rendered in the previous month as long as original invoices and supporting documentation are received on time as indicated herein.

SPAY/NEUTER PROGRAMS: DISCOUNT COUPONS, FREE CERTIFICATES AND AUTHORITY FOR EXPENDITURES

Contractor shall participate in all Department Spay and Neuter Programs of spaying and neutering dogs and cats eight weeks of age or older or two (2) lbs or heavier, by accepting Department discount coupons and free certificates or Authority For Expenditure to perform spay and neuter surgeries on dogs and cats brought in by members of the surrounding communities. The Department will reimburse the Contractor the face value of said coupons, certificates, and Authority For Expenditures as indicated above.

The Pre-Release S/N Program is for dogs and cats adopted from the Department.

The animals are transported by the Department staff to the Contractor for surgery along with the AFE and are picked up from the Contractor by the owner at the designated time set forth by the Contractor. Surgery arrangements are made between Contractor and Shelter based upon number of animals available for sterilization and hours of drop-off to the Contractor's facility.

The Post-Release S/N Program is for dogs and cats adopted from the Department which cannot be sent directly for sterilization. The animals are brought to the Contractor by the owner for surgery. The AFE is surrendered by the owner to the Contractor at the time of surgery.

The Pre-Adoption S/N Program is for animals that are being sterilized for special events.

The animals are brought to the Contractor by Department staff along with the AFE and picked up on the same or following day after the surgery in accordance with the arrangement made between Contractor and Shelter. Surgery arrangements are made between Contractor and Shelter based upon number of animals available for sterilization and hours of drop-off to the Contractor's facility.

The Rabbit S/N Program is for rabbits that are adopted from the Department.

Rabbits are brought to the Contractor by Department staff along with the AFE and picked up by the owner at the designated time set forth by the Contractor. Surgery arrangements are made between Contractor and Shelter based upon number of animals available for sterilization and hours of drop-off to the Contractor's facility.

The Discount Coupon S/N Program is for owned dogs and cats and has a value of \$30. Discount Coupons may be used to cover full or partial cost of sterilization off the Contractor's regular cost of sterilization. **The Discount Coupon is for pet owners only—feral cats do not qualify for the programs.**

The Free Certificate S/N Program is for owned dogs and cats and has a value of \$70. The Free Certificate covers the full cost of sterilization. There shall be no co-payment or additional fees for sterilization, uterine infections, pregnant and in-estrus animals, animals with retained testicle(s), or animals weighing more than 50 pounds. **The Free Certificate is for pet owners only—feral cats do not qualify for this program**

K. 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.

L. 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 request of the Department.

2. Quality Control Plan

The Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of this Agreement are met. Elements may include but are not limited to: number of sterilizations performed by animal, by type of sterilization and by size of animal; number and type of other services performed; number of emergencies by animal by type of emergency; and, number of animals sent to private veterinarians for emergencies. A copy shall be provided to the Department Contract Administrator for review and approvals on this Agreement start date and as changes occur.

3. Quality Assurance

The Department Contract Administrator 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 interior of the Clinic, and written reports by Department veterinary or contract administration staff; qualified outside inspectors may also be used. The Contractor shall be required to immediately correct all deficiencies found by the Department.

4. 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.

5. 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.

6. Reporting Requirements

The Contractor shall provide to the Department monthly reports by the 10th day after the end of the month that summarizes the services provided by the Contractor. The information should include but not be limited to, the number of surgeries performed daily on dogs, cats, and rabbits, including the following:

- a. Selected for adoption by a member of the public prior to spay or neuter procedure.
- b. The number of surgical complications (including unexpected or unintended animal deaths) reported each month and how each case was resolved.

A form may be provided; reports are to be submitted along with the monthly invoices.

7. Reporting of Unexpected Animal Deaths

The Contractor shall report to the Department all unexpected deaths of animals under the care and control of the Contractor, within two business days of the death, by submitting a completed Incident Report, attached hereto as Exhibit D.

Section IX. Incorporation of Exhibits

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

Exhibit A, License

Exhibit B, Standard Provisions

Exhibit C, Premises map

Exhibit D, Incident Report

Section X. 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. License (Exhibit A).
3. Standard Provisions (Rev. 03/09), (Exhibit B).
4. Premises diagram (Exhibit C).
5. Unexpected Animal Death Report (Exhibit D)

Section XI. Entire Agreement

This Agreement, including Exhibits A through D, constitutes the full and complete understanding between the parties. This Agreement is executed in four (4) 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: _____

Spay Neuter Project of Los Angeles, Inc.

By _____

Date _____

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

By _____
Tony Royster, General Manager

Date: _____

(second signature required of corporations)

By _____

Date _____

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

By _____
Dov S. Lesel, Assistant City Attorney

Date _____

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

By _____
Deputy City Clerk

Date _____

Los Angeles City Business Tax License Number _____

IRS Taxpayer Identification Number _____

City Agreement Number ____C-117333_____



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

**3rd SUPPLEMENTAL AGREEMENT
RE**

City Agreement Number C-115031

WITH SPAY NEUTER PROJECT OF LOS ANGELES, INC. (formerly CLINICO)

To Provide Spay/Neuter and Related Veterinary Services

At the

**Harbor Animal Care Center
Spay/Neuter Clinic
957 North Gaffey Street
San Pedro, CA 90731**

City Agreement Number ____C-115031_____

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3rd SUPPLEMENTAL AGREEMENT
BETWEEN THE CITY OF LOS ANGELES
AND SPAY NEUTER PROJECT OF LOS ANGELES, INC. (FORMERLY CLINICO)

FOR THE OPERATION OF THE SPAY/NEUTER CLINIC AT
THE HARBOR ANIMAL CARE CENTER

To City Agreement Number C- 115031

THIS 3rd SUPPLEMENTAL AGREEMENT ("Agreement") is entered into as of January 6, 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"), the Department of General Services ("GSD"), and Spay Neuter Project of Los Angeles, Inc. ("Contractor" or "Licensee") formerly Clinico, which is authorized to do business in the State of California, with regard to the following:

WHEREAS, the Department desires Contractor to continue to provide spay/neuter surgeries and related services at the Harbor Animal Care Center Spay/Neuter Clinic ("Clinic"); and

WHEREAS, the Contractor was selected pursuant to a Request for Proposals ("RFP") issued by the Department on March 10, 2008 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 September 22, 2008, and approved by the City Council on November 25, 2008 for a three year contract (CF # 08-1830-S1) which expires on January 5, 2014; and

WHEREAS, the Contractor will continue to provide spay/neuter services for Care Center cats, dogs, and rabbits (as needed) that are adopted from the Care Center as well as to pets owned by qualifying residents near or in the Los Angeles area; and

WHEREAS, operating the Clinic will continue to augment the Department's ability to provide spay/neuter services to adopters and residents in Los Angeles and benefit the public; and

WHEREAS, the Contractor will accept the fees for spay/neuter surgeries listed herein; and

WHEREAS, the Contractor will also provide and operate a "wellness clinic" for the public, and offer discounted rates for low-income residents as part of the Supplemental Agreement; and

WHEREAS, GSD provides real estate asset management and related building maintenance and repair services for the City's real property; and the Department provides services related to the care and welfare of animals in the City of Los Angeles, and administers agreements related to providing said services.

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:

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

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

General Manager, Department of General Services
111 East First Street, Room 201
Los Angeles, California 90012

3. The representative of Contractor shall be:

Arianna Buturovic, Executive Director, Spay Neuter Project Los Angeles, 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 one year, and may be renewed for up to two (2) additional years at the sole discretion of the Department and GSD. 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. Maximum Payment

Payment to the Contractor by the City shall not exceed \$500,000 during each of the City's Fiscal Years (defined as July 1 through June 30) or during any twelve months of the Agreement, including the value of discount coupons and free certificates. This provision shall not mean that the City is required to reach or approach this amount.

Section IV. License to Use Premises of Animal Spay Neuter Clinic

Contractor shall comply with all provisions of the License to Use the Premises of Animal Spay and Neuter Clinic ("License"), 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 Spay/Neuter Clinic ("Premises" or "Clinic") located at the following location:

Harbor Animal Care Center
957 North Gaffey Street
San Pedro, California 90731

A diagram of the Premises is attached hereto and incorporated herein as Exhibit C.

Section VII. Ratification

At the request of the City, and because of the need therefore, CONTRACTOR has begun performance of the services specified herein prior to execution of this 1st Supplemental Agreement. The CITY acknowledges the services previously performed by the CONTRACTOR and ratifies the CONTRACTOR's performance of said services to the extent said services were performed in accordance with the terms and conditions of this Agreement.

Section VIII. Scope of Services

The Contractor shall be the sole operator of the Clinic and shall operate the Clinic according to all federal, state, and local laws; shall provide spay/neuter services for adopted animals and animals owned by members of the public, and related veterinary medical services; shall provide all staffing, equipment, and supplies; shall obtain all permits, licenses, and registrations required to operate the Clinic; and shall coordinate with Department staff to provide these services, as stipulated herein. In particular, the services to be provided are as follows:

A. Surgical Sterilizations

The Contractor will perform:

1. Spay and neuter surgeries on qualified animals adopted from the Care Center (including dogs and cats eight weeks of age or older, and rabbits). On each day of operation, Contractor shall commit to perform surgeries as follows:
 - A minimum of 5 dogs adopted from the Care Center,
 - A minimum of 5 female cats adopted from the Care Center; unlimited male cats.

Contractor shall coordinate with Care Center staff in the event that the Care Center's volume of surgeries exceeds this number during special adoption events or other events, and the Contractor shall make a reasonable effort to accommodate additional spay/neuter surgeries from the Care Center. The Department reserves the right to send animals to off-site veterinarians in the event that Spay Neuter Project Los Angeles, Inc. is unable to accommodate all of the Care Center's spay/neuter needs.

Contractor shall be expected to perform approximately 40 spay/neuter surgeries at the Clinic each day of operation, including animals adopted from the Care Center, as well as dogs and cats brought in by members of the public, and accept all Department discount coupons and free certificates or vouchers and Authority For Expenditure for the service.

2. Pre-surgical physical examinations on all surgical candidates to determine if an animal is qualified for surgical treatment.
3. Other ancillary medical procedures associated with surgical sterilizations, according to the provisions outlined below:
 - a. The Contractor will conform to all surgical standards as required by the California Veterinary Medicine Practice Act (CVMPA).
 - b. Animals deemed unfit or unhealthy by a veterinarian may be rejected for surgical sterilization.
 - c. Animals that are pregnant, in estrus, cryptorchid, or have any other medical condition outside the scope of a healthy animal sterilization, may be surgically sterilized at the discretion of the Contractor's veterinarian. The contractor may charge the adopter an additional fee of \$50 per condition subject to a Cost of Living Adjustment (COLA) increase per each subsequent year of the contract but no sooner than July 1, 2014.
 - d. Owners/adopters of animals of advanced age that may require pre-surgical, geriatric blood screening will be notified by Contractor of the additional cost of the screening prior to sterilization.
 - e. If during surgery, the animal is discovered to be already sterilized, the same fee shall apply for a standard sterilization.

B. Microchips

Contractor shall microchip all dogs, cats, and rabbits that are adopted from the Care Centers that are not already microchipped, if mutually agreed upon by the Contractor and adopter, or requested by the Department. Contractor shall charge a fee of \$25 per implantation for said microchips, and provide the owner and Department with the microchip number

C. 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 veterinary 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. The provision shall exclude dogs that are adopted from the

Care Center and sent to Contractor by the Department for spay/neuter or related services as part of the adoption process.

D. Emergency Medical Treatment

Contractor shall monitor all animals under its care and control for post-surgical complications and shall provide appropriate post-surgery medical treatment to animals in the event of an emergency related to the surgery, at no additional cost to the City or the pet owner, so long as such complications are discovered while the animal is under the Contractor's care and control.

The Contractor shall provide appropriate medical treatment to animals in the event of medical emergencies for animals in the care and control of the Contractor. The Contractor will stabilize the animal in the event he or she needs to be transported to another private veterinary hospital, which will be at no additional cost to the City or the pet owner if the emergency is determined to be related to or caused by the sterilization surgery.

Charges for medical emergency treatment for animals in the care and control of the Contractor but not caused as a result of the sterilization by the Contractor, either by the Contractor or at referred veterinary hospitals that are pre-approved by the Department, may be charged to the pet owner, provided the pet owner has approved the treatment in advance via telephone notification.

E. 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 remain on duty following the procedure until each animal's recovery status meets the conditions set forth by the CVMPA to send home with his or her owner or transfer to the care of Care Center staff, depending on where the animal came from.
2. Animals unclaimed by owner(s) at the end of the business day shall be kept overnight at the Clinic, unless determined otherwise by Department staff, while reasonable efforts are made by the Contractor to contact the pet owner. If Contractor does not plan to staff the Clinic after hours, only animals adopted from City of Los Angeles Animal Care Centers may be transferred, at the sole discretion of the Department, to the holding area of the Care Center if not picked up after surgery.
3. All pre-adopted animals shall be released on the day of surgery to their owners. Animals that are not pre-adopted shall be released to the Department at such time as medically safe to do so.

F. Release of Animals

All animals shall be released to pet owners or adopters 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.

G. Wellness Clinics

Contractor shall operate a Wellness on Sunday – Monday, from 9 AM – 5 PM, with a minimum one Wellness Clinic day per week. These days may be subject to change; the City will be notified 30 days in advance of planned schedule changes.

The Wellness Clinic will offer the following services, up to and including:

- Diagnosis and treatment for ear/eye/skin infections
- Dental scaling, polishing, and extractions
- Wellness exams for puppies and kittens
- Low-cost vaccines – DA2PP, Bordetella, rabies, FVRCP, FeLV
- Mass removals
- End-of-life counseling and euthanasia
- “Cherry eye” treatment
- Entropion repair
- Hernia repair
- Low-cost spay/neuter
- Owner education in proper pet care
- Assisting owners in managing chronic disease processes, i.e. seizures, diabetes, kidney problems

Owners defined as “low-income” under HUD/DOL guidelines will qualify for SNP LA’s low-priced services. Low-income documentation is required. The following documentation is acceptable: California Form 540, W-2, DWP Lifeline status, Southern California Gas CARE program status, Social Security Benefits Statement, or an award letter of the amount of SSI, General Relief, or CalWorks/AFDC received.

The operation of the Wellness Clinic will not affect Contractor’s obligation to meet its other surgical sterilization targets for the City as provided in the Agreement. Animal Services reserves the right to review the cost of low-priced services to ensure that these costs are affordable to low-income residents.

H. Optional Services and Additional Fees to the Public

The Contractor may offer to the public additional services, provided that the written approval is received from the pet owner. Pricing of these services shall be at the Contractor’s discretion, subject to Department approval. The Department shall be notified of any price increase 30 days prior to the effective date and must grant approval of said increase. Once approval has been granted the Contractor shall post the increases and notify the public no less than 14 calendar days before the increases become effective. The notice of new prices shall be posted in a conspicuous place in the Contractor’s clinic and if applicable, in its online presence and must indicate the effective date. The Department encourages pricing that maximizes the public’s ability to obtain needed services for their pets.

I. 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, anesthesia surgery guidelines, and drug 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 spay and neuter services a minimum of four days per week. All hours and days of operation shall be subject to mutual agreement between Contractor and Department, to be coordinated with the Care Center, 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 of planned closures no less than 14 calendar days before the closure, and must post notice of said closure for public view. In the event that the Contractor's veterinarian will be absent, Contractor may retain the temporary services of an alternate licensed veterinarian to perform surgeries in the absence of the Contractor's veterinarian, subject to Department disapproval. The Department reserves the right to have its own veterinary staff or other veterinarian perform said surgeries if the Contractor's veterinarian is absent.

3. Equipment and Supplies

Contractor shall obtain, at its own expense, all equipment and supplies to be used in the operation of the Clinic, 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 Clinic, and shall ensure that repairs or replacement of equipment does not unreasonably interrupt its services. Alterations and improvements, capital improvements, and maintenance issues shall be coordinated with, and subject to the approval of, the Department of General Services.

4. Equipment Purchase Option

At the end of the term of this Agreement, and upon mutual agreement, Department may purchase from the Contractor, at a mutually-agreed depreciated price consistent with equipment of comparable age and use, Contractor's equipment used in the operation of the Clinic. However, the Department shall be under no obligation to make such purchases.

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 any hazardous or toxic substances, biohazards, medical wastes, sharps, discarded animal tissues or animal carcasses, or other materials or wastes, used or discarded by the Contractor in connection with its operations, which can damage the environment or be harmful to health. Unless otherwise coordinated with the Care Center, Contractor will be solely responsible for disposal of hazardous waste, at its own cost.

J. Fees and Payments

1. Fees for Spay/Neuter Surgeries (for Care Center animals and animals adopted from the Care Centers) Set by Board

Fees for spay/neuter surgeries paid by the Department are set by the Board; if the Board revises said fees, the Department shall pay the Contractor the revised fees effective on the date of the Board's approval, or as otherwise effected by the Board.

2. Definitions

- "Neuter" shall mean "castration." "Spay" shall mean "ovariohysterectomy."
- "Sterilization" and "surgery" refer to the spaying or neutering of an animal. All sterilizations shall include: (a) a physical examination of the animal, (b) all vaccines and anesthesia that your hospital requires during hospitalization or before surgery, (c) all after-care including suture removal, licking problems, infections, and other normal procedures.
- "Voucher" can be a **\$30 Discount Coupon** or a **\$70 Free Certificate** for Spay/Neuter issued to a Los Angeles resident by the Department for the sterilization of an owned dog or a cat.
- "Authority for Expenditure (AFE)" is issued by the Department for specific service on a shelter animal.

3. Surgery Discount to Department

Contractor shall give a discount to the Department an amount equal to 11% of Board-approved fees for spay/neuter surgeries performed on Care Center animals and animals adopted from the Care Center. This discount shall result in a net payment equal to the discounted net fee at the 11% discount proposed by Contractor and accepted by the Board, as indicated below

<u>Surgery</u>	<u>Board- Approved Fee</u>	<u>Contractor shall discount Department</u>	<u>Net Fee At 11% Discount</u>
Male cat	\$60.00	\$6.60	\$53.40
Female cat	\$68.00	\$7.48	\$60.52
Male dog under 50 lbs.	\$60.00	\$6.60	\$53.40
Male dog over 50 lbs.	\$110.00	\$12.10	\$97.90
Female dog under 50 lbs.	\$68.00	\$7.48	\$60.52
Female dog over 50 lbs.	\$118.00	\$12.98	\$105.02
Rabbits (all)	\$65.00	\$7.15	\$57.85

4. Spay/Neuter \$30 discount coupons/\$70 free certificates

- a. Animal owners will transport their owned animal to the Contractor along with a voucher and pick up the animal from Contractor after service is completed.
- b. Coupons/Certificates are non-transferable, are not valid beyond the expiration date printed on them, and must be presented to Contractor at the time of sterilization. Coupon/Certificate may only be used for owned cats and owned dogs, and are not valid for the sterilization of feral cats. Either a discount coupon or free certificate, but not both, may be used per animal per sterilization. Coupon/Certificate cannot be used for any veterinary service other than sterilization, nor in combination with any other program.
- c. Contractor may charge a co-payment from an animal owner with a \$30 Discount Coupon. No co-payment or additional fees may be charged to an animal owner with a \$70 free certificate for sterilization including, but not limited to, uterine infection, pregnant or “in estrus” animals, animals with retained testicles, or animals weighing more than 50 pounds.

5. Authority for Expenditure (AFE) (for Shelter Animals)

- a. Department staff will transport the animal, or in cases of deferred sterilization approved by Department veterinary staff, the animal owner will transport the animal, along with an Authority for Expenditure (AFE).
- b. No additional fees or co-payments may be charged for the sterilization of shelter animals, including physical examination, routine hospitalization vaccines and after-care services such as suture removal licking problems, infections, and other normal procedures. The contractor may charge the adopter an additional fee of \$50 per condition subject to a Cost Of Living Adjustment (COLA) increase per each subsequent year of the contract as determined by the Department. The COLA will also be determined by the Bureau of Labor Statistics in the Department of Labor for the Los Angeles region.
 - a. For animals that are obese, geriatric, pregnant, or exhibit uterine infections, in estrus, with retained testicles(s), or hernias, the **Contractor shall obtain prior authorization from the adoptive owner before treatment**. These costs are not an obligation of the Department.
- c. Contractor shall obtain prior written authorization from the Department if the animal requires additional medical treatment. If Department does not authorize the additional treatment and Contractor is unable to perform the sterilization, Department staff will retrieve the animal. Contractor shall absorb all costs of treatment provided without prior approval from the Department.
- d. If the animal is deemed temporarily unsuitable for sterilization, **Contractor shall obtain prior authorization from the adoptive owner prior to treatment**, and if the owner elects treatment, the fees will be the responsibility of the adopter. The Department shall not reimburse the adopter or Contractor for veterinary fees not authorized by the Department in writing. The owner may elect to return the animal to the Department. Contractor shall notify the Shelter where the animal came from if the owner fails to pick up the animal.
- e. For adoption events, animals will be brought in for sterilization with an AFE by Department staff and picked up on the same or following day after the surgery in accordance with the arrangement made between Contractor and Shelter. Contractor will notify the Shelter where the animal came from if an animal is unfit for surgery and the Department will retrieve the animal from the Contractor.

5. 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 shelter animals that occur under the care and control of the Contractor within five business days by submitting a completed Incident Report. A blank Incident Report form is attached as **Exhibit A**.
- c. Surgery can be deferred and Contractor shall re-schedule the sterilization, or reject the animal for sterilization if deemed unfit or unhealthy by Contractor.
- d. Contractor shall ensure that the person named on the Coupon/Certificate or AFE is the same person requesting the services, and that the Coupon/Certificate or AFE has not been transferred.
- e. Contractor has a duty to check, within reason, that no more than three Coupon/Certificates or AFEs have been issued for more than three cats or three dogs to any one person or address, and notify the Department of any irregularities.
- f. Contractor shall report any abuse, fraud or suspected abuse or fraud by pet owners.

6. Billing and Record Keeping

- a. Upon completion of sterilization, Contractor shall bill the Department for services rendered by using the Department's **online Vet Portal System** available at anivet.lacity.org. Instructions for the Vet Portal can be located on the website under the "Help" Tab.
- b. The required sections of the Voucher and/or AFE shall be completed by Contractor and mailed to the **Department of Animal Services, 221 North Figueroa Street Room 500, Los Angeles CA 90012, Attn: Accounting Section**. \$30 discount coupon/\$70 free certificate or AFEs submitted without surgery date, veterinarian's name and address and signature will be returned for completion.
- c. Billing must be submitted within 60 days after sterilization services or they will not be honored by the Department. Billings received after the 10th of each month will be processed the following month.
- d. \$30 discount coupon/\$70 free certificate and/or AFEs have no face value until Contractor completes the work, certifies by signature that the work is completed, and requests payment in the manner prescribed by the Department.
- e. Original \$30 discount coupon/\$70 free certificate and/or AFEs for surgeries performed by Contractor shall be mailed to the Department of Animal Services. A photocopy of the \$30 discount coupon/\$70 free certificate and/or AFEs shall be retained on file at its facility for a minimum of three (3) years. Signed, completed \$30 discount coupon/\$70 free certificate and/or AFEs shall serve as proof of each service performed and billed to Department.
- f. All payments are subject to the review and approval of Contractor's full documentation and work performance by the Department.

g. Department will make all reasonable efforts to pay Contractor each month for services rendered in the previous month as long as original invoices and supporting documentation are received on time as indicated herein.

SPAY/NEUTER PROGRAMS: DISCOUNT COUPONS, FREE CERTIFICATES AND AUTHORITY FOR EXPENDITURES

Contractor shall participate in all Department Spay and Neuter Programs of spaying and neutering dogs and cats eight weeks of age or older or two (2) lbs or heavier, by accepting Department discount coupons and free certificates or Authority For Expenditure to perform spay and neuter surgeries on dogs and cats brought in by members of the surrounding communities. The Department will reimburse the Contractor the face value of said coupons, certificates, and Authority For Expenditures as indicated above.

The Pre-Release S/N Program is for dogs and cats adopted from the Department.

The animals are transported by the Department staff to the Contractor for surgery along with the AFE and are picked up from the Contractor by the owner at the designated time set forth by the Contractor. Surgery arrangements are made between Contractor and Shelter based upon number of animals available for sterilization and hours of drop-off to the Contractor's facility.

The Post-Release S/N Program is for dogs and cats adopted from the Department which cannot be sent directly for sterilization. The animals are brought to the Contractor by the owner for surgery. The AFE is surrendered by the owner to the Contractor at the time of surgery.

The Pre-Adoption S/N Program is for animals that are being sterilized for special events. The animals are brought to the Contractor by Department staff along with the AFE and picked up on the same or following day after the surgery in accordance with the arrangement made between Contractor and Shelter. Surgery arrangements are made between Contractor and Shelter based upon number of animals available for sterilization and hours of drop-off to the Contractor's facility.

The Rabbit S/N Program is for rabbits that are adopted from the Department. Rabbits are brought to the Contractor by Department staff along with the AFE and picked up by the owner at the designated time set forth by the Contractor. Surgery arrangements are made between Contractor and Shelter based upon number of animals available for sterilization and hours of drop-off to the Contractor's facility.

The Discount Coupon S/N Program is for owned dogs and cats and has a value of \$30. Discount Coupons may be used to cover full or partial cost of sterilization off the Contractor's regular cost of sterilization. **The Discount Coupon is for pet owners only—feral cats do not qualify for the programs.**

The Free Certificate S/N Program is for owned dogs and cats and has a value of

\$70. The Free Certificate covers the full cost of sterilization. There shall be no co-payment or additional fees for sterilization, uterine infections, pregnant and in-estrus animals, animals with retained testicle(s), or animals weighing more than 50 pounds. **The Free Certificate is for pet owners only—feral cats do not qualify for this program**

K. 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.

L. 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 request of the Department.

2. Quality Control Plan

The Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of this Agreement are met. Elements may include but are not limited to: number of sterilizations performed by animal, by type of sterilization and by size of animal; number and type of other services performed; number of emergencies by animal by type of emergency; and, number of animals sent to private veterinarians for emergencies. A copy shall be provided to the Department Contract Administrator for review and approvals on this Agreement start date and as changes occur.

3. Quality Assurance

The Department Contract Administrator 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 interior of the Clinic, and written reports by Department veterinary or contract administration staff; qualified outside inspectors may also be used. The Contractor shall be required to immediately correct all deficiencies found by the Department.

4. 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.

5. 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.

6. Reporting Requirements

The Contractor shall provide to the Department monthly reports by the 10th day after the end of the month that summarizes the services provided by the Contractor. The information should include but not be limited to, the number of surgeries performed daily on dogs, cats, and rabbits, including the following:

- a. Selected for adoption by a member of the public prior to spay or neuter procedure.
- b. The number of surgical complications (including unexpected or unintended animal deaths) reported each month and how each case was resolved.

A form may be provided; reports are to be submitted along with the monthly invoices.

7. Reporting of Unexpected Animal Deaths

The Contractor shall report to the Department all unexpected deaths of animals under the care and control of the Contractor, within two business days of the death, by submitting a completed Incident Report, attached hereto as Exhibit D.

Section IX. Incorporation of Exhibits

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

Exhibit A, License
Exhibit B, Standard Provisions
Exhibit C, Premises map
Exhibit D, Incident Report

Section X. 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. License (Exhibit A).
3. Standard Provisions (Rev. 03/09), (Exhibit B).
4. Premises diagram (Exhibit C).
5. Unexpected Animal Death Report (Exhibit D)

Section XI. Entire Agreement

This Agreement, including Exhibits A through D, constitutes the full and complete understanding between the parties. This Agreement is executed in four (4) 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 Royster, General Manager

Date: _____

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

By _____
Dov S. Lesel, Assistant City Attorney

Date _____

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

By _____
Deputy City Clerk

Date _____

Spay Neuter Project of Los Angeles, Inc.

By _____

Date _____

(second signature required of corporations)

By _____

Date _____

Los Angeles City Business Tax License Number _____

IRS Taxpayer Identification Number _____

City Agreement Number ____C-117333_____