



BOARD OF ANIMAL SERVICES COMMISSIONERS  
CITY OF LOS ANGELES

Tuesday, September 10, 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

DAVID ZAFT  
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**

#### **A. Discussion of Administrative Hearing Process (LAMC 53.18.5)**

#### **B. Discussion Regarding Executive Correspondence**

### **4. BOARD REPORTS**

#### **A. APPROVAL OF THE SUPPLEMENTAL AGREEMENTS TO THE SPAY NEUTER PROJECT OF LA, INC. FOR THE EAST VALLEY SHELTER, CONTRACT C117333.**

1. APPROVE the Supplemental Agreements to the East Valley and Contract 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 24, 2013**

### **7. ADJOURNMENT**

Next Commission Meeting is scheduled for 10:00 A.M. September 24, 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 (2<sup>nd</sup>) and fourth (4<sup>th</sup>) 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, 5<sup>th</sup>

Floor, Los Angeles, CA 90012. Board Agendas may also be viewed on the 2<sup>nd</sup> floor Public Bulletin Board in City Hall East, 200 North Main Street, Los Angeles, CA 90012. Internet users may also access copies of present and prior agenda items, copies of the Board Calendar, 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

DAVID ZAFT

MAGGIE NEILSON

ALANA YANEZ

# City of Los Angeles

CALIFORNIA



**ERIC GARCETTI**  
MAYOR

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

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:** Sep. 10, 2013      **PREPARED BY:** Brenda Barnette

**REPORT DATE:** September 6, 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**

---

### BOARD ACTIONS RECOMMENDED:

1. APPROVE the Supplemental Agreement to the East Valley shelter contract 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 SNP LA to provide spay and neuter services at the East Valley shelter (C.F. 08-1830-S1). 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:

**AN EQUAL OPPORTUNITY EMPLOYER**

Visit our website at [www.LAAnimalServices.com](http://www.LAAnimalServices.com)

*“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. 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 shelter.

The East Valley Spay/Neuter Clinic is part of the medical facilities in the Department's Animal Care Center system, and the Department is proud to report that this proposed agreement will enable SNP LA 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, SNP LA will perform spay/neuter surgeries for dogs and cats adopted from the East Valley Animal Care Centers, as well as for pets brought in by the general public. SNP LA will provide all their own staff, as well as all equipment, supplies, materials, and medicines required to provide their services. Care of animals in SNP LA'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. 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 SNP LA 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. SNP LA 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, SNP LA 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

**BOARD ACTION:**

\_\_\_\_\_ Passed

Disapproved \_\_\_\_\_

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

Continued \_\_\_\_\_

\_\_\_\_\_ Tabled

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

**BOARD OF  
ANIMAL SERVICES  
COMMISSIONERS**

LISA McCURDY  
PRESIDENT

JIM JENSVOLD  
PRESIDENT

DAVID ZAFT

MAGGIE NEILSON

ALANA YANEZ

**City of Los Angeles**  
CALIFORNIA



**ERIC GARCETTI**  
MAYOR

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

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:** September 10, 2013      **REPORT 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.

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

**AN EQUAL OPPORTUNITY EMPLOYER**

Visit our website at [www.LAAnimalServices.com](http://www.LAAnimalServices.com)

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

**Subject:** RFP for the Operation

Of the South Los Angeles Spay/ Neuter Clinic

September 10, 2013

Page 2

---

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.

#### **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.

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

**Subject:** RFP for the Operation

Of the South Los Angeles Spay/ Neuter Clinic

September 10, 2013

Page 3

---

### 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**

---

### **BOARD ACTION:**

\_\_\_\_\_ Passed

Disapproved \_\_\_\_\_

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

Continued \_\_\_\_\_

\_\_\_\_\_ Tabled

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



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

**1<sup>st</sup> 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\_\_\_\_

## TABLE OF CONTENTS

I	Representatives of the Parties and Service of Notice	3
II	Term	4
III	Maximum Payment	4
IV	License to Use Premises of Animal Spay/ Neuter Clinic	4
V	Standard Provisions for City Contracts	5
VI	Premises	5
VII	Ratification	5
VIII	Scope of Services	5
	A. Surgical Sterilizations	5
	B. Microchips	6
	C. Licensing	6
	D. Emergency Medical Treatment	7
	E. Care of Animals	7
	F. Release of Animals	7
	G. Wellness Clinics	7
	H. Optional Services and Additional Fees to the Public	8
	I. Operational Requirements	8
	J. Fees and Payments	10
	K. Code of Ethics	14
	L. Quality Control	14
IX	Incorporation of Exhibits	15
X	Order of Precedence	15
XI	Entire Agreement	15
	Signature Page	16

1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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:

<b><u>Surgery</u></b>	<b><u>Board-Approved Fee</u></b>	<b><u>Contractor shall discount Department</u></b>	<b><u>Net Fee At 11% Discount</u></b>
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](http://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 10<sup>th</sup> 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 WOLCOTT, Acting 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\_\_\_\_\_

# ARTICLE 3

## ANIMALS AND FOWLS

**Editor's note:** The Department of Animal Regulation and the Board of Animal Regulation Commissioners were renamed "Department of Animal Services" and "Board of Animal Services Commissioners", respectively, by Ord. No. 174,735, Eff. 9/13/02.

### Section

- [53.00](#) Definitions.
- [53.01](#) Pound, Hours Open.
- [53.02](#) Issuing of Badges to Department – Department Members as Police Officers.
- [53.02.1](#) Board, Duties of.
- [53.03](#) Inspections.
- [53.03.1](#) Minimum Age – Duties of Employees.
- [53.04](#) Unenclosed Premises, Impounding.
- [53.05](#) Impounding. Duty of Police.
- [53.06](#) Animals at Large.
- [53.06.2](#) Restraint of Dogs.
- [53.06.3](#) Trapping – Permit Required.
- [53.06.4](#) Certain Animals Declared to Be a Public Nuisance – Summary Destruction Authorized.
- [53.06.5](#) Feeding of Non-domesticated Mammalian Predators Prohibited.
- [53.07](#) Animals on Unenclosed Premises.
- [53.08](#) Animals in Los Angeles River Bed.
- [53.09](#) Stray Animals. Notice Required.
- [53.10](#) Permitting Animals to Go Without Care – Duty to Enter and Remove Same.
- [53.11](#) Animals. Impounding – Sale.
- [53.12](#) Animal Shelter Adoption Fee Schedule.
- [53.12.1](#) Uncared for Animals – Impounding.
- [53.12.2](#) Impoundment of Unaltered Dogs and Cats – Civil Penalties.
- [53.13](#) Redemption Fees.
- [53.14](#) Records of Impounded Animals.
- [53.15](#) Dog License Tax – Penalties.
- [53.15.1](#) Equine License Fee.
- [53.15.2](#) Breeding and Transfer of Dogs and Cats.
- [53.15.3](#) Dog License Fee.
- [53.15.4](#) Veterinarians and Others Authorized to Distribute Dog License Applications or Sell Dog Licenses.
- [53.15.5](#) Electronic Animal Identification Device.
- [53.17](#) Licenses – What to State.
- [53.18](#) Record of Licenses.
- [53.18.5](#) Hearing Procedures and License Revocations.
- [53.19](#) Cat Tag – Issuance of.
- [53.21](#) Dog Tags – Wearing of and Registry.
- [53.22](#) Dog Tag – Must Be Official.
- [53.23](#) Dog Tags – Removal of.
- [53.24](#) Receipt – Certificate – Failure to Exhibit.
- [53.25](#) Collection – Depositing of.
- [53.26](#) License Taxes – Right to Sue for Recovery.
- [53.27](#) Transfer of Ownership; Notice Required.
- [53.28](#) Harboring of Unlicensed Dogs.

- [53.29](#) Female Dogs and Cats, Straying During Season.
- [53.30](#) Keeping of Diseased or Crippled Animals.
- [53.31](#) Public Spay and Neuter Clinic.
- [53.32](#) Animals – Disposal of.
- [53.33](#) Vicious Animals – Private Premises.
- [53.34](#) Animals at Large.
- [53.34.1](#) Menacing Dogs.
- [53.34.2](#) Impoundment – Biting or Attacking Animal.
- [53.34.3](#) Restricted Dog Permit.
- [53.34.4](#) Dangerous Animal – Procedures.
- [53.35](#) Animals – Transportation of.
- [53.36](#) Resisting Officers or Employees.
- [53.37](#) Dogs – Exemptions.
- [53.38](#) Wild Animals – Keeping – Permit.
- [53.39](#) Wild Animals – Power of Department Over.
- [53.40](#) Bull Fights.
- [53.41](#) Animals – Food Poisoning.
- [53.42](#) Animals, Sale of – as Novelties – on Streets.
- [53.43](#) Pigeons – Feeding – Restricted Area.
- [53.44](#) Veterinaries - Notices of Death of Animals.
- [53.45](#) Veterinaries - Retention of Dead Animals.
- [53.46](#) Wild Birds – Impounding – Crating.
- [53.47](#) Breeding Animals – Enclosures.
- [53.48](#) Song Birds – Killing.
- [53.49](#) Dogs - Dog Defecation to Be Removed by Owners.
- [53.50](#) Dog Kennels, Etc.
- [53.51](#) Vaccination of Dogs Required.
- [53.52](#) Exemptions.
- [53.53](#) Duty of Veterinarians Performing Vaccinations.
- [53.54](#) Vaccination Certificates, Proof of Sterilization and Other Proof to Be Retained by Owner.
- [53.55](#) Dogs on Beaches Prohibited – Exception.
- [53.56](#) Imported Dogs.
- [53.57](#) Unlawful Possession – Certificates.
- [53.58](#) Rules and Regulations.
- [53.59](#) Animals – Distances – Separation from Dwelling.
- [53.60](#) Carrier and Homing Pigeons – Permits.
- [53.62](#) Animals; Burial of.
- [53.63](#) Barking Dog Noise.
- [53.64](#) Regulation of Sentry Dog Services.
- [53.65](#) Maiming, Injuring or Killing Animals During Performance.
- [53.66](#) Guard Dogs.
- [53.67](#) Animal Sacrifice.
- [53.68](#) Fees for Services to Subdividers.
- [53.69](#) Fees for Trap Rental.
- [53.70](#) Care and Maintenance of Dogs.
- [53.71](#) Roosters – Limit.
- [53.72](#) Declawing of Cats or Other Animals – Prohibition.
- [53.73](#) Sale of Commercially Bred Dogs, Cats and Rabbits in Pet Stores – Prohibition.

## **SEC. 53.00. DEFINITIONS.**

For the purpose of this article, the following words and phrases are defined and shall be construed as hereinafter set out unless it shall be apparent from the context that a different meaning is intended.

“Animal” shall mean any animal, poultry, bird, reptile, fish or any other dumb creature.

**“Animal”** shall mean any animal, poultry, bird, reptile, fish or any other dumb creature.

**“Board”** shall mean the Board of Animal Services Commission unless otherwise specifically designated.

**“Cat”** shall mean any cat of either sex, of any age.

**“Cat Kennel”** shall mean any lot, building, structure, enclosure, or premises, where four or more cats are kept or maintained for any purpose. **(Amended by Ord. No. 162,538, Eff. 8/27/87.)**

**“Department”** shall mean the Department of Animal Services unless otherwise specifically designated.

**“Dog”** shall mean any dog of either sex, of any age.

**“Dog Kennel”** shall mean any lot, building, structure, enclosure, or premises, where four or more dogs are kept or maintained for any purpose. **(Amended by Ord. No. 162,538, Eff. 8/27/87.)**

**“General Manager”** shall mean General Manager of the Department.

**“Impounded”** shall mean having been received into the custody of the Municipal pound or into the custody of the Department or any authorized agent or representative thereof.

**“Kennel”** shall mean any lot, building, structure or premises whereon or wherein four or more dogs are kept or maintained for any purpose.

**“Pet Shop”** shall mean any store, or department of any store, or any place of business, where dogs, cats, monkeys, birds, reptiles, or any other animals are kept for sale, for hire, or sold.

**“Unlicensed Dog”** shall mean any dog for which the license for the current year has not been paid or whose license has been revoked by the Department. **(Amended by Ord. No. 162,538, Eff. 8/27/87.)**

**“Vaccination”** or **“Vaccination Against Rabies”**, shall mean inoculation of a dog with a vaccine approved by and in a manner prescribed by the State Department of Public Health. **(Amended by Ord. No. 162,538, Eff. 8/27/87.)**

**“Zoo”** shall mean any place where a collection of wild animals, or wild and domesticated animals, are kept for exhibition or for view by the public.

The Department of Animal Services (formerly, “Department of Animal Regulation”) has the power and duty to enforce all ordinances of the City of Los Angeles and penal laws of the State relative to the care and impoundment of dumb animals, for the prevention of cruelty to animals, and to enforce ordinances relative to the payment of money for licenses for animals within the City.

The Department is no longer included in the Charter. Its powers and duties may be changed or eliminated by ordinance. Charter § [115](#).

## **SEC. 53.01. POUND, HOURS OPEN.**

The public pound of this City, including district animal shelters, shall be kept open to the public for the transaction of business during such hours and on such days as shall be established by the General Manager. **(Amended by Ord. No. 152,811, Eff. 10/1/79.)**

## **SEC. 53.02. ISSUING OF BADGES TO DEPARTMENT – DEPARTMENT MEMBERS AS POLICE OFFICERS.**

(a) In the performance of his duties, the General Manager, his Executive Officer, and each district supervisor, assistant district supervisor, license inspector and animal control officer, shall have the power, authority and immunity of a public officer and employee as set forth in Penal Code Section 836.5 to make arrests without a warrant whenever he has reasonable cause to believe that the person to be arrested has committed a misdemeanor in his presence which is a violation of this article, or of any ordinance of the City of Los Angeles or penal law of this State relating to the care, treatment and impounding of animals. **(Amended by Ord. No. 140,252, Eff. 4/16/70.**

(b) **Badges – Description of.** Each such person while performing his respective duties shall wear a metallic badge, of a size and design to be determined as provided in Sec. [52.32](#) of this Code. **(Amended by Ord. No. 133,983, Eff. 4/10/67.)**

(c) **(Added by Ord. No. 140,252, Eff. 4/16/70.)** Animal control officers when acting in the course and scope of their employment shall be and are hereby authorized to carry on their persons or in City vehicles loaded firearms or weapons of a type and caliber approved by the General Manager for such use.

Each animal control officer shall receive initial and recurrent training in the use of any type of firearm or weapon approved for use by the General Manager, in order to establish and assure satisfactory proficiency in the use of such weapons commensurate with the safety and welfare of the general public.

### **SEC. 53.02.1. BOARD, DUTIES OF.**

Upon request, the Board shall consult with and provide advice to the General Manager on any matter relating to or affecting the operation of the Department. **(Added by Ord. No. 133,983, Eff. 4/10/67.)**

## **SEC. 53.03. INSPECTIONS.**

**(Amended by Ord. No. 136,242, Eff. 4/19/68.)**

(a) Whenever it is necessary to make an inspection to enforce any of the provisions of or perform any duty imposed by this Code or other applicable law, or whenever the General Manager or his authorized representative has reasonable cause to believe that there exists in any building or upon any premises any violation of the provisions of this article or other applicable law, the General Manager or his authorized representative is hereby authorized to enter such property at any reasonable time and to inspect the same and perform any duty imposed upon the General Manager by this Code or other applicable law; provided that:

(1) If such property be occupied, he shall first present proper credentials to the occupant and request entry explaining his reason therefor; and

(2) If such property be unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of the property and request entry, explaining his reasons therefor. If such entry is refused or cannot be obtained because the owner or other person having charge or control of the property cannot be found after due diligence, the General Manager or his authorized representative shall have recourse to every remedy provided by law to secure lawful entry and inspect the property.

(b) Notwithstanding the foregoing, if the General Manager or his authorized representative has reasonable cause to believe that the keeping or the maintaining of any animal is so hazardous, unsafe or dangerous as to require immediate inspection to safeguard the animal or the public health or safety, he shall have the right immediately to enter and inspect such property, and may use any reasonable means required to effect such entry and make such inspection, whether such property be occupied or unoccupied and whether or not permission to inspect has been obtained. If the property be occupied, he shall first present proper credentials to the occupant and demand entry, explaining his reasons therefor and purpose of his inspection.

(c) No person shall fail or refuse, after proper demand has been made upon him as provided in Subsection (b), of this section to permit the General Manager or his authorized representative to make any inspection provided for by subsection (b) of this section. Any person violating this subsection shall be guilty of a misdemeanor.

(d) The permittee of any permit issued pursuant to this article, by accepting such permit, does thereby consent and agree to the entry upon the premises described in the permit by the General Manager or his authorized representative for the purpose of conducting such inspections as are required by this article or other applicable law.

#### **SEC. 53.03.1. MINIMUM AGE – DUTIES OF EMPLOYEES.**

In addition to his duties as otherwise provided, each employee of the Department is hereby given the power and duty of collecting dog license fees.

Persons under the age of twenty-one (21) years may be appointed to a position within said Department for the purpose of performing clerical, stenographic or kennel duties. All other positions shall be filled by persons over the age of twenty-one (21) years.

#### **SEC. 53.04. UNENCLOSED PREMISES, IMPOUNDING.**

The General Manager and the authorized employees of the Department and all police officers of this City are hereby given the power and authority, and it is declared to be their duty, to go upon unenclosed lots or lands for the purpose of taking up and impounding any animal found running at large thereon or staked, herded, or grazed thereon, contrary to the provisions of this article.

#### **SEC. 53.05. IMPOUNDING. DUTY OF POLICE.**

It shall be the duty of the General Manager or his authorized representatives to take up and impound in the City pound, and it shall be the duty of members of the Police Department on duty during the hours when the Municipal Pound is open, to take up and immediately deliver to the Department those animals which are authorized and directed to be taken up and impounded by this article or which are found or kept contrary to the provisions of this article.

#### **SEC. 53.06. ANIMALS AT LARGE.**

**(Amended by Ord. No. 160,401, Eff. 11/1/85.)**

No person owning or having possession, charge, custody or control of any animal, except cats which are not in heat or season, shall cause, permit or allow the animal to stray, run, or in any manner to be at large in or upon any public street, sidewalk or park, except as otherwise expressly

provided in section [63.44](#) of this Code, or in the bed of the Los Angeles River or upon any unenclosed lot or land.

A municipality may, under its police power, enact Ordinances prohibiting animals from running at large.  
*Amyx J. Tabor C 1863 23 C 370.*

### **SEC. 53.06.2. RESTRAINT OF DOGS.**

**(Amended by Ord. No. 160,401, Eff. 11/1/85.)**

(a) Every person owning or having charge, care, custody or control of any dog shall keep such dog exclusively upon his own premises provided, however, that such dog may be off such premises if it be under the control of a competent person and restrained by a substantial chain or leash not exceeding six feet in length, or under the control of a competent person on a dog exercise or training area established pursuant to section [63.44](#) of this Code.

(b) **(Amended by Ord. No. 162,538, Eff. 8/27/87.)** Notwithstanding any other provision of this code, every violation of any of the provisions of this section shall be punishable as an infraction as follows:

1. Upon a first conviction, by a fine of twenty-five dollars ( \$25 ).
2. Upon a second conviction, and the offense occurred within one year of a prior violation of this section which resulted in a conviction, by a fine of forty-five dollars ( \$45 ).
3. Upon a third or subsequent conviction, and the offense occurred within one year of a prior violation of this section which resulted in a second or subsequent conviction, by a fine of sixty-five dollars (\$65).

This section is not unconstitutional and is substantially and fundamentally different from Ordinance No. 55,665.  
*People v. Barnsdall* 1945, CR A 2103.

“Whatever may be said about the affection which mankind has for a faithful companion, modern city conditions no longer permit dogs to run at large.”  
*Brotemarkel v. Snyder* 1950, 99 CAC 388, 390.

### **SEC. 53.06.3. TRAPPING – PERMIT REQUIRED.**

**(Amended by Ord. No. 170,644, Eff. 9/14/95.)**

(a) No person shall set, or cause to be set, any trap to catch any animal, other than rats, mice, pocket gophers, ground squirrels and moles, without having first obtained a permit therefor from the Department prior to the setting of any such trap.

(b) The Department shall charge and collect for issuance of a permit to trap a coyote a fee of \$200.00.

(c) The Department shall establish conditions which the applicant for a permit to trap a coyote must satisfy prior to the issuance of any such permit. If the General Manager or the General Manager’s designee determines that the applicant has satisfied the conditions, then the Department shall issue a permit to trap a coyote. The Department shall further ensure that those conditions will be maintained and that the permittee shall inform neighboring residents, located within a distance established by the Department, that coyote trapping will be occurring in their area.

**SEC. 53.06.4. CERTAIN ANIMALS DECLARED TO BE A PUBLIC NUISANCE –  
SUMMARY DESTRUCTION AUTHORIZED.**

**(Amended by Ord. No. 133,983, Eff. 4/10/67.)**

When any of the following described animals are found to be at large upon any public property, street, highway or alley, or are found to be at large upon private property and molesting, injuring, damaging or threatening to injure or damage any persons or property such animals may be taken up by the General Manager or his authorized representative and summarily destroyed: Badgers, bobcats, cougars, coyotes, opossums, foxes, raccoons, poisonous reptiles, skunks, or weasels.

**SEC. 53.06.5. FEEDING OF NON-DOMESTICATED MAMMALIAN PREDATORS  
PROHIBITED.**

**(Amended by Ord. No. 175,383, Eff. 9/14/03.)**

(a) No person shall feed or in any manner provide food or cause to be fed any non-domesticated mammalian predator including, but not limited to, coyotes, foxes, possums, raccoons and skunks.

(b) This section shall not apply to any person who has legal possession of any non-domesticated mammalian predator and who has a permit from the State Department of Fish and Game to keep the animal. This section shall not apply to any person who provides food or water to any non-domesticated mammalian predator while the animal is injured, trapped or unweaned provided that the person notifies the State Department of Fish and Game within 48 hours of commencing the care.

(c) Any person violating this subsection shall be guilty of a misdemeanor, punishable by a fine of not more than \$1,000.00 or by imprisonment in the County Jail for a period not more than six months, or by both a fine and imprisonment.

**SEC. 53.07. ANIMALS ON UNENCLOSED PREMISES.**

**(Amended by Ord. No. 150,337, Eff. 1/1/78.)**

No person shall stake out, herd or graze any animal upon any unenclosed lot or land in any manner so that said animal may be or go beyond the boundary of such lot or land.

**SEC. 53.08. ANIMALS IN LOS ANGELES RIVER BED.**

**(Amended by Ord. No. 150,337, Eff. 1/1/78.)**

No person shall stake out, herd or graze any animal in or upon the bed of the Los Angeles River unless such animal is under the immediate control of some person over the age of fifteen (15) years who is at all times within fifty (50) feet of the animal. Any horse, mule, ass or ox which is harnessed or saddled, at the time, in the actual custody and control of some person is exempted from the operation of this section.

**SEC. 53.09. STRAY ANIMALS. NOTICE REQUIRED.**

(a) **(Amended by Ord. No. 133,983, Eff. 4/10/67.)** Any person finding at any time any stray domestic animal or any such animal found running at large contrary to the provisions of this article may take up such animal; provided, however, that persons taking up such animal shall, within four hours thereafter, or within two hours thereafter if such animal is attached or hitched to a vehicle,

give notice to the Department or to some police officer, of the fact that he has such animal in his possession, and shall furnish thereto a description of such animal and a statement of the place where he found and where he has confined the animal.

In case such notice is given to any police officer, such officer shall immediately notify the Department and shall furnish all the information which has been obtained regarding such animal.

If the taking up of such animal occurs at a time when the Public Pound is not open for the transaction of business, the notice required herein shall be made to the Department within the time herein required after such pound is again open for business.

(b) Any person taking up any such stray animal found running at large or contrary to the provisions of this article shall surrender such animal to the General Manager of the Department or his duly authorized representative upon demand thereof.

(c) No person taking up any animal shall fail or neglect to give notice thereof as required by this section or fail or refuse to surrender such animal to the General Manager or his duly authorized representative upon demand therefor.

#### **SEC. 53.10. PERMITTING ANIMALS TO GO WITHOUT CARE – DUTY TO ENTER AND REMOVE SAME.**

(a) Whenever animals are kept within any building or on any premises without food, water or proper care and attention, it shall be the duty of any departmental employee to enter said building or premises to take possession of and remove said animals so abandoned or neglected. Such entry shall be effected in accordance with Section [53.03](#) of this article. **(Amended by Ord. No. 136,242, Eff. 4/19/68.)**

(b) Every person maintaining a commercial building, structure or premises, where animals are kept for commercial purposes, shall cause a notice, framed and enclosed under glass, containing the names, addresses and telephone numbers of persons to be notified during any hour of the day or night who will proceed immediately to the location so as to permit entry to the premises by representatives of the Department, to be posted on the premises near the entrance, said notice to be in such a position as to be legible from the sidewalk or ground level adjacent to the building. **(Amended by Ord. No. 150,337, Eff. 1/1/78.)**

#### **SEC. 53.11. ANIMALS. IMPOUNDING – SALE.**

(a) The Department shall hold any stray animal, including any horse, mule, burro, cattle, goat, sheep and other live stock, except dogs, cats, rabbits, birds, poultry, or any other miscellaneous stray animals, impounded under the provisions of this article for a period of three (3) days during which time the owner of such animal, if known, shall be notified, after which time said animal may be sold by an officer of the Department as follows: Written or printed notice of sale at public auction, stating the time and place of sale and containing a description of the animal to be sold, must be posted for five (5) days on the bulletin boards of three (3) public buildings, namely: One (1) at the Public Pound; one (1) at the City Hall, and one (1) at the Central Police Station;

(b) In the case of dogs, the Department of Animal Services shall hold such animal for a period of one (1) day after the impounding of said animal, during which time the owner of said animal, if known, shall be notified, after which time said animal may be sold by an officer of the Department in the same manner as provided in this section for the sale of other animals except that notice of sale need be posted only two (2) days in the places named in this section. The purchaser of such dog shall procure the required license for the current year.

(c) Cats, rabbits, birds, poultry, and other animals not hereinabove mentioned shall be disposed of as in the case of dogs except that no license fee shall be charged.

(d) In addition to the posting of any notice of impounding or of the sale of any dog or other animal as hereinbefore provided, said General Manager is hereby authorized, whenever the same shall, in the judgment of the General Manager, be expedient or proper, to publish a notice in any newspaper of general circulation published in this City containing the same information as the notice of sale as above provided.

(e) If any animal is not redeemed or sold, the General Manager of the Department may continue to hold for subsequent sale said animal in accordance with the terms as hereinbefore set forth, or order the destruction of such animal. Said General Manager or other duly authorized representative of the Department shall execute a bill of sale to the purchaser of any animal sold and thereupon the title to such animal shall be vested in such purchaser.

(f) When any animal is sold under the provisions of this Article, from the proceeds of such sale shall be deducted the regular pound fee, and, in the case of livestock, the cost of care and feed of such animal, and in the case of dogs, the license for the current year. Any sum of money which remains over and above said fees may be claimed by the owner of said animal so sold, upon satisfactory proof of ownership being made to the Department within sixty (60) days from the date of sale, provided, however, that the owner did not voluntarily surrender said animal to the Department. **(Amended by Ord. No. 150,337, Eff. 1/1/78.)**

(g) Whenever any dog has been impounded as in this section provided, and the owner thereof has not redeemed the same within the time for such redemption prescribed by this article, and after notice has been posted on the bulletin boards of three public buildings as in this ordinance prescribed of the time and place of the sale of said dog, and when the owner of said dog has not appeared at said sale as so noticed, the Department of Animal Services without offering said dog for sale at public auction, is hereby authorized, upon the request of any of the armed forces of the United States to deliver the dog to said armed forces of the United States without any cost, charge, fee or expense whatsoever, and to execute a bill of sale for said dog to said armed force or forces.

(h) **(None)**

(i) Any purchaser of a dog or cat may within ten (10) days after such purchase exchange such dog or cat if said animal has been examined by a veterinarian or by an authorized departmental representative and determined to be physically or otherwise unsuitable for placement. If the charges for the substituted dog or cat are greater than the amount paid for the original, the purchaser shall pay the difference. No refund shall be made if the price of the substituted dog or cat is less than the amount paid for the original. An exchange must be consummated within 31 calendar days from the original purchase date and no part of the purchase price shall be refunded even if a purchaser is unable to make satisfactory exchange within the prescribed period. **(Added by Ord. No. 137,182, Eff. 10/7/68.)**

(j) Any person adopting an impounded dog of any age that has not been spayed or neutered due to a medical condition as determined by the Department shall in addition to and consistent with any other charges imposed by this Article, pay a sterilization deposit and a license tax and fee equal to that for a spayed or neutered dog, and enter into an agreement with the Department to spay or neuter the dog as soon as medically feasible and provide periodic updates and proof of spay/neuter to the Department as required by the agreement. The license shall not be valid until such satisfactory proof of spay or neuter is received by the Department. **(Added by Ord. No. 181,882, Eff. 10/30/11.)**

(k) **(None)**

(l) **Release by Department. (Added by Ord. No. 106,995. Eff. 3/24/56.)**

(i) Release by Department. (Added by Ord. No. 100,993, Eff. 6/21/00.)

1. **Vaccinated Dog.** An impounded dog that has been vaccinated against rabies or exempted therefrom by an exemption certificate as provided in this article may be released to the owner or other person desiring to possess the dog upon the payment of the fees and license tax required by this article.

2. **Unvaccinated Dog – Purchaser.** Any person desiring to purchase an impounded unvaccinated dog, not previously owned by said person, must pay the fees and license tax required by this article and furnish a signed statement in compliance with Sec. [53.52](#) hereof or comply with the conditions of subdivision 3 hereof.

3. **Conditional Release of Unvaccinated Dog to Owner.** Every person receiving a dog from the Department pursuant to this subdivision shall comply with all of the conditions prescribed herein. An impounded dog that has not been vaccinated against rabies or exempted therefrom by an exemption certificate as provided in this article may be released by the Department to the owner of the dog on condition that such owner:

- (i) Pay the fees and license tax required by this article; and
- (ii) Furnish to the Department at the time of release his signed statement that he will have the dog vaccinated within 10 days;
- (iii) Have the dog vaccinated for rabies within 10 days; and
- (iv) Exhibit a certificate of vaccination to the Department within 10 days at which time the license will be issued.
- (m) No person shall make a false or misleading statement or representation regarding the ownership or right to custody or control of an animal for which a permit or license is required, or regarding the ownership of an animal redeemed from, turned over to, impounded by or coming under the jurisdiction of the Department pursuant to this article.
- (n) The General Manager or his authorized representative may immunize any impounded dog or cat against common diseases. **(Amended by Ord. No. 149,942, Eff. 8/19/77.)**
- (o) Notwithstanding any other provision of this Article, the Board of Animal Services Commissioners, subject to the approval of the City Council, shall establish a calendar of specific adoption events and certain time periods within a fiscal or calendar year during which the General Manager may reduce the fees listed in Section [53.12](#)(a) by up to 50%, and may reduce or waive the fees for an electronic animal identification device (microchip) established pursuant to Section [53.15.5](#), in order to encourage and promote pet adoptions. **(Amended by Ord. No. 180,697, Eff. 6/26/09.)**

(p) **(Amended by Ord. No. 180,697, Eff. 6/26/09.)** Subject to the approval of the Board of Animal Services, the General Manager may waive all or any portion of the fees listed in Section [53.12](#)(a) and all or any portion of the electronic animal identification device (microchip) fees established pursuant to Section [53.15.5](#) upon the release of any animal which has been held by the Department for the legal holding period plus at least one additional day, to a non-profit humane or rescue organization that meets the eligibility criteria of a program established by the Board of Animal Services Commissioners designed to increase adoptions by partnering with non-profit humane or rescue organizations, when the organization enters into an agreement with the Department to comply with the program requirements. The designation of an animal as releasable shall be in accordance with the Department's policies concerning the adoption of such animals. The Board shall adopt guidelines for fee waivers by the Department, taking into account an animal's adoptability and the availability of shelter space. A fee waiver will be made only upon the condition that any animal so released may not be sold by the receiving organization but may be

adopted out to a member of the public for an adoption fee which does not exceed the organization's aggregate cost recovery. The organizations receiving fee waivers may be audited annually by the City.

For the purposes of this section, rescue and humane organizations are defined as California non-profit corporations that are exempt from taxation under Internal Revenue Code section 501(c)(3), participate in early age spay/neuter of animals, comply with all State and local laws regarding the humane care and treatment of animals, and in addition, whose mission is in whole or in part the rescue and placement of companion animals including but not limited to dogs, cats, rabbits, gerbils, hamsters, birds, equine animals, farm animals or reptiles, and/or the trapping, neutering and returning of feral cats.

(q) The General Manager may waive all or any portion of the fees, including license taxes and fees, upon the release of any animal which has been held by the Department for the legal holding period to another municipal or county animal control agency, a Society for the Prevention of Cruelty to Animals (SPCA), or to a local animal control agency or entity responsible for enforcing animal-related laws for one or more municipalities or counties. The designation of an animal as releasable shall be in accordance with the Department's policies concerning the adoption of such animals. Societies for the prevention of cruelty to animals are California non-profit corporations that perform humane services and are incorporated under the provisions of California Corporations Code Section 10400 and the Non-profit Public Benefit Corporation Law in Part 2 of the California Corporations Code, beginning at Section 5110. **(Added by Ord. No. 180,697, Eff. 6/26/09.)**

**SEC. 53.12. ANIMAL SHELTER ADOPTION FEE SCHEDULE.**

**(Title and Section Amended by Ord. No. 180,697, Eff. 6/26/09.)**

(a) **(Amended by Ord. No. 181,341, Eff. 11/14/10.)** The Department shall charge and collect fees of the types and in the amounts set forth in this Section, or as revised in the manner set forth in this Section, to recover the costs incurred by the City in connection with animals adopted or redeemed from City animal shelters. From time to time the Board of Animal Services Commissioners shall determine the verifiable total costs incurred by the City in connection with animal impoundment and adoption, and develop and recommend to the City Council for approval, a reasonable revised fee schedule for animals adopted or redeemed from the animal shelters, including those adopted through special programs. Upon approval by the City Council, the Department shall promulgate the revised fees in an appropriate manner for the information of the public. Unless revised as set forth herein, the Department shall charge and collect the following fees:

Spay or neuter, dog, cat or rabbit	\$40.00
For each dog adopted	\$102.00
For each dog redeemed	\$47.00
For each cat adopted	\$76.00
For each cat redeemed	\$21.00
For each dog redeemed, 2nd occurrence	\$25.00 additional
For each dog redeemed, 3rd occurrence or more	\$50.00 additional
For each cat redeemed, 2nd occurrence	\$13.00 additional
For each cat redeemed, 3rd occurrence or more	\$26.00 additional
For each equine animal sold or redeemed	\$325.00
For each sheep, swine, goat or other animal sold or redeemed	\$26.00

For each small pet, reptile or bird sold or redeemed	\$17.00
For each rabbit sold or redeemed	\$16.00
Relinquishment fee for a dog	\$25.00
Relinquishment fee, including pickup, for a dog	\$59.00
Relinquishment fee for a cat	\$22.00
Relinquishment fee, including pickup, for a cat	\$56.00
Relinquishment fee for a rabbit	\$18.00
Relinquishment fee for an equine animal	\$237.00
Relinquishment fee, including pickup, for an equine animal	\$333.00
Relinquishment fee for a small animal	\$11.00
Relinquishment fee for other animals	\$25.00
Relinquishment fee, including pickup, for other animals	\$55.00

For animals held for other than adoption or redemption, the Department may charge the reasonable cost of feeding and caring for them. In addition to the above fees, the Department shall charge and collect fees for implanting a microchip and for spay and neuter and other charges as provided in this Article. For each dog or cat adopted, the above fee includes the cost of a microchip and sterilization. In the case of a dog, the adoption fee may be increased by an additional amount equal to the cost of a license for an altered dog. For each adopted rabbit, the above fee shall be increased by the \$40.00 cost of sterilization.

(b) No fees whatsoever shall be charged or collected for or on account of any animal which has been unlawfully taken up or impounded, and any such animal shall be immediately delivered upon demand therefore to the owner or person entitled to the custody thereof.

(c) For veterinary services furnished to animals by the Department:

1. If furnished by a private veterinarian at the request of the Department, the fee to be charged and collected shall be the total of the actual bill to the Department plus \$2.00 for Department administrative expenses, or such other reasonable fee as established in the manner set forth in Subsection (a) above.

2. If furnished by a City veterinarian, the fees shall be charged and collected pursuant to a fee schedule to be established by the General Manager.

Said fee schedule shall take into account the reasonable expense of supplying the services including such factors as direct costs of the services and department overhead.

(d) Department shall not charge and collect a fee for each dog or cat redeemed by the owner who is a "disabled" individual or is 62 years of age or older provided that the combined adjusted gross income of all members of the household in which such individual resides was less than the "very low income" limitations for residents of the City of Los Angeles, as determined by the United States Housing Act of 1937, as amended, using the figure in effect on the preceding first day of April and published by the United States Department of Housing and Urban Development. **(Amended by Ord. No. 181,268, Eff. 9/26/10.)**

(e) Department shall not charge and collect a fee for each animal, or litter under four months old, which is impounded, other than an animal suspected of rabies which is impounded for the purpose of quarantine, provided that the combined adjusted gross income of all members of the household in which the owner resides is less than the "very low income" limitation for persons residing in the City of Los Angeles, as determined by the United States Housing Act of 1937, as amended, using the figure in effect on the preceding first day of April and published by the United States Department of Housing and Urban Development. **(Amended by Ord. No. 181,268, Eff. 9/26/10.)**

(f) For purposes of this section, an individual shall be considered to be "disabled" if he or she meets the definitions promulgated from time to time pursuant to the California Fair Employment and Housing Act and/or by the United States Department of Labor. **(Amended by Ord. No. 181,268, Eff. 9/26/10.)**

(g) All of the proceeds from the fee set forth in Subsection (a) for each rabbit adopted or redeemed plus the proceeds from the spay or neuter fee as established in this Article, shall be deposited into the Animal Sterilization Fund, up to an amount of \$40.00 per rabbit.

(h) The General Manager may reduce the fees listed in Section [53.12](#)(a) by up to 50%, and reduce or waive the fees for an electronic animal identification device (microchip) for a second or subsequent animal adopted along with an animal whose adoption fees were paid for in full where the animals have bonded with each other.

(i) The Department may reduce the fees listed in Section [53.12](#)(a) by up to 50%, and reduce or waive the fees for an electronic animal identification device (microchip), for any impounded animal that is seven years of age or older, if adopted by an individual 62 years of age or older who will own and maintain that animal.

#### **SEC. 53.12.1. UNCARED FOR ANIMALS – IMPOUNDING.**

**(Amended by Ord. No. 170,754, Eff. 12/14/95.)**

Whenever the Department finds that any animal is or will be without proper care because of injury, illness, incarceration or other involuntary absence of the person responsible for the care of such animal, the Department may impound such animal until it is reclaimed by its owner or the owner's agent. The owner, or his or her agent, must pay the pound fees prescribed by Section [53.12](#) prior to the release of such animals by the Department. Any animal which has been impounded and not reclaimed within thirty days may be disposed of by the Department pursuant to Section [53.11](#).

#### **SEC. 53.12.2 IMPOUNDMENT OF UNALTERED DOGS AND CATS – CIVIL PENALTIES.**

**(Added by Ord. No. 175,082, Eff. 3/25/03.)**

The owner of a nonspayed or unneutered dog or cat that is impounded by the Department shall be assessed a civil penalty of thirty-five dollars (\$35) on the first occurrence, fifty dollars (\$50) on the second occurrence, and one hundred dollars (\$100) for the third or subsequent occurrence for each dog and cat so impounded.

#### **SEC. 53.13. REDEMPTION FEES.**

**(Amended by Ord. No. 181,882, Eff. 10/30/11.)**

(a) The owner or person entitled to the custody of any animal taken up and impounded under the provisions of this Article, may, at any time before the sale or disposal thereof as provided in this Article, redeem such animal by paying the Department the fees, charges, and, in the case of dogs which are unlicensed, by paying in addition thereto, the license tax and fee prescribed by this Article.

(b) Notwithstanding any other provision of this Article, a person who has relinquished a stray dog or cat to the Department may, until one hour after public operating hours begin on the first day the animal becomes available for sale and not thereafter, redeem such animal by paying to the

Department the fees, charges, and, in case of dogs which are unlicensed, by paying in addition thereto, the license tax and fee prescribed by this Article.

#### **SEC. 53.14. RECORDS OF IMPOUNDED ANIMALS.**

The department shall keep a record of each animal impounded by it, the date of receipt of such animals, the date and manner of its disposal, and if redeemed, reclaimed, or sold, the name of the person by whom redeemed, reclaimed, or purchased, the address of such person, and the amounts of all fees received or collected for or because of the impounding, reclaiming, or purchasing thereof, together with the number of any tag and the date of any license exhibited or issued upon the redemption or sale of any such animal.

#### **SEC. 53.15. DOG LICENSE TAX – PENALTIES.**

**(Amended by Ord. No. 157,035, Eff. 10/4/82.)**

(a) **(Amended by Ord. No. 181,882, Eff. 10/30/11.)** Any person owning or having custody or control of any dog shall pay a license tax of \$8.50 for each dog over the age of four months. For spayed females or neutered male dogs, or any dog certified by a licensed veterinarian to be incapable of breeding or being bred, the license tax shall be \$3.50. Such license tax shall not apply to any dog kept or maintained exclusively in any licensed dog kennel.

The license tax imposed hereunder shall be due and payable by the owner or custodian of such dog upon acquisition of said dog if the dog is four months of age or older, or once the dog reaches the age of four months, or upon expiration of any previously issued license, or upon notification by the Department that any previously issued license has expired and that such license tax is due and payable. Thereafter, except as otherwise permitted herein, such license tax shall become due and payable by such person on the date of expiration of any license previously issued for such dog. License taxes and fees shall be paid annually or every two or three years on or before the expiration date of a previously issued license. A three year license for an altered dog shall be discounted by \$5.00 off the cumulative fee amount due.

The Department is authorized to issue licenses for one, two or three years. The license may have a retroactive start date in order to expire upon the expiration date of the anti-rabies vaccination. The cost of the license shall not be prorated. In the event a license has been previously issued, subsequent licenses shall expire one, two or three years from the date of expiration of such previously issued license. Licenses shall be renewable upon payment of the appropriate license tax. The owner or custodian of a dog may choose the option of paying the license tax for said dog for a period of one, two or three years consistent with State law if such multi-year licenses are offered by the Department.

Upon payment of the license tax, the Department shall issue a license and a metal tag with the number thereof, together with the words "**L.A. Dog License**" plainly inscribed thereon. No portion of the license tax shall be refunded in the event ownership, custody or control of any dog is terminated during the license period or for any other reason.

The metal tag issued with the license shall be a permanent tag and shall be replaced only upon proof of loss or change of ownership.

A written certificate, signed by a licensed veterinarian, containing a full description of such dog as to its breed, color, sex, age and name, and reciting the fact that the female dog has been spayed or the male dog neutered or reciting the reasons why the veterinarian otherwise deems the dog described therein incapable of breeding or being bred, shall be exhibited to the person issuing a license in order to qualify for the lower tax and fee specified herein. The General Manager may

accept other satisfactory evidence of spaying or neutering in lieu of such certificate where it is unavailable, or when provided in a manner prescribed by the Department, including but not limited to electronic transmission or facsimile, consistent with State law.

(b) The Department may issue a free license for any dog duly and properly trained to aid or assist any person who is blind, deaf or physically handicapped when the dog is actually being used to aid or assist such blind, deaf, or physically handicapped person. **(Amended by Ord. No. 162,486, Eff. 7/18/87.)**

(c) Provided, that the Department may transfer without charge the license for any dog exchanged through provisions of Subsection (i) of Section [53.11](#), unless pursuant to Subsection (a) of this section, the licensed tax charged for a dog taken in exchange for one brought back to the Department would be higher, in which case the license may be transferred only upon the payment of the additional amount. **(Amended by Ord. No. 142,491, Operative 10/1/71.)**

(d) **(Amended by Ord. No. 181,882, Eff. 10/30/11.)** No license for a dog shall be issued unless the owner shall have paid the applicable license tax provided therefor, and shall have exhibited to an authorized employee of the Department a certificate of anti-rabies vaccination of the dog, signed by a duly licensed veterinarian, or provided other satisfactory evidence of current anti-rabies vaccination in a manner prescribed by the Department, including but not limited to electronic transmission or facsimile, consistent with State law, except as provided in Section [53.52](#) of this Article.

Notwithstanding the provisions of Subsection (a) of this Section, any license issued by the Department shall expire on the date upon which the anti-rabies vaccination ceases to immunize the dog for which the license has been issued. A license may be issued for one, two or three years, and commence retroactively in order to expire on the expiration date of the anti-rabies vaccination. The cost for such retroactive license shall not be prorated. In the event such immunization ceases to be effective prior to the expiration of the license, the owner shall be notified in writing that the license is not valid, at the address last known to the Department prior to the date upon which the immunization ceases to be effective. Said license may become valid for the balance of the licensing period, without payment of any additional tax, upon presentation to the Department of a new certificate of vaccination or other satisfactory evidence of a current anti-rabies vaccination showing effective immunization for the balance of such licensing period. For licenses issued before the effective date of this Subsection, in order to align the expiration date of the license and the expiration date of the anti-rabies vaccination, the Department may extend the license period for a dog license in less than a one year increment and charge a pro-rated amount therefor.

(e) The Department shall initiate action against the owner of any dog found without a current active license or without a certificate of rabies vaccination indicating such dog is immune to rabies as required by this section. **(Amended by Ord. No. 150,817, Eff. 6/10/78, Oper. 7/1/78.)**

(f) **(Amended by Ord. No. 181,882, Eff. 10/30/11.)** The Department shall issue one license at 50% of the current altered license tax for one dog to any disabled individual or to any individual 62 years of age or older who owns and maintains said dog, provided that the combined adjusted gross income of all members of the household in which such individual resides is less than the "very low income" limitation for residents of the City of Los Angeles, as determined by the United States Housing Act of 1937, as amended, using the figure in effect on the preceding first day of April as published by the United States Department of Housing and Urban Development.

For the purpose of this Subsection, an individual shall be considered to be disabled if he or she meets the definition promulgated by the California Fair Employment and Housing Act or by the United States Department of Labor.

The dog for which application for a discounted license is made must be a spayed female, a neutered male, or a dog certified by a licensed veterinarian to be incapable of breeding or being bred. Evidence that a dog is spayed or neutered, or incapable of breeding or being bred shall be

bred. Evidence that a dog is spayed or neutered, or incapable of breeding or being bred shall be provided by the owner to the Department in the same manner and form as it is specified in Subsection (a) of this Section.

No individual may apply for, be issued, or possess more than one discounted license provided for by this Subsection at any given time, and no more than one discounted license per household shall be issued. The provisions of this Subsection shall not eliminate the duty of any individual to apply for and obtain a license for each dog owned by said individual.

Any individual who is entitled to a discounted license under the provisions of this Subsection may file an application with the Department for such a license. The license shall be automatically rendered invalid by any change in ownership of said dog. It shall be a misdemeanor for any person to knowingly receive the benefits of the discounted license provided for by this Subsection when the basis for such a discounted license either does not exist or ceases to exist.

(g) **Puppy certificate.** For a dog under the age of four months old, the Department shall, in addition to any other fees charged at the time the dog is adopted by the Department, charge an amount equal to the annual license tax and fee for a spayed or neutered dog and issue a puppy certificate for such dog. The puppy certificate shall expire when the dog is four months old. Within 45 days of the expiration date of the certificate, if the Department is provided with satisfactory evidence that the dog has been sterilized and has received an anti-rabies vaccination, the owner shall be provided with a valid license at no extra charge. The one year license shall expire on the expiration date of the anti-rabies vaccination. Any person adopting or purchasing a dog from any other source may also purchase a puppy certificate from the Department or from any person or organization authorized by the Department to issue a puppy certificate. **(Added by Ord. No. 181,882, Eff. 10/30/11.)**

(h) **Late fees.** If the license tax imposed hereunder is not paid within 30 days of the time required hereunder, a late fee of \$20.00 for a sterilized dog or \$100.00 for an unsterilized or intact dog or such other amount as determined by the Board of Animal Services Commissioners and approved by the City Council, shall be due and payable in addition to any other civil or criminal penalties imposed by this Article. A \$25.00 field collection fee or such other amount as determined by the Board of Animal Services Commissioners and approved by the City Council, shall be due and payable when the tax for a license is collected at the property where the dog or dogs are maintained following previous notice to the owner by the Department. **(Added by Ord. No. 181,882, Eff. 10/30/11.)**

(i) The owner of any dog that has not been spayed or neutered and meets one of the exemptions in Section [53.15.2\(b\)\(2\)](#) shall pay a license tax equal to that of an intact dog. In the absence of such immediate proof of exemption, the owner shall enter into an agreement with the Department to provide proof that the dog is exempt and is or will be in compliance with Subdivisions (3) and (4) of Section [53.15.2\(b\)](#), or have the dog spayed or neutered and provide satisfactory proof to the Department within 60 days that the dog is exempt in compliance with Section [53.15.2\(b\)](#) or that the dog has been spayed or neutered. Failure to provide the required proof shall subject the dog owner or custodian to the penalties enumerated in Section [53.15.2\(b\)\(7\)](#). The license shall not be valid until such satisfactory proof is provided to the Department. No portion of the license tax shall be refunded in the event the dog is spayed or neutered during the license period. **(Added by Ord. No. 181,882, Eff. 10/30/11.)**

#### **SEC. 53.15.1. EQUINE LICENSE FEE.**

**(Amended by Ord. No. 144,751 Eff. 7/1/73.)**

(a) **Equine Defined.** As used in this section, the word “equine” shall mean any horse, pony, donkey, burro, or mule, twelve months of age or older. **(Amended by Ord. No. 144,751, Eff. 7/1/73.)**

(b) **License Fee. (Amended by Ord. No. 182,380, Eff. 2/28/13.)** Any person owning or having custody of any equine shall pay for the privilege of keeping such equine a license fee of \$14.00 per year, as discounted herein. The Department shall also issue multi-year licenses. The licensing fee shall be discounted 20% for a two-year license, 30% for a three-year license, 40% for a four-year license and 50% for a five-year license. The license fee for the selected period shall be paid in advance to the Department and shall be due and payable on or before the expiration date of the license.

A renewal license may have a retroactive start date in order to expire upon the anniversary of the expiration date of the previously issued license. The cost of the license shall not be prorated. In the event a license has been previously issued, subsequent licenses shall expire on the anniversary date of the expiration of such previously issued license.

(c) **Fee Modification.** The license fee may be modified by the City Council, by ordinance, based on recommendations of the Finance and Revenue Committee of the Council, which shall hold hearings at which equine-related organizations may attend and present information relative to the determination, of a proper fee. **(Amended by Ord. No. 161,728, Eff. 12/8/86.)**

(d) **Annual Fee Administration. (Amended by Ord. No. 165,487, Eff. 3/5/90.)** Receipts of the license fees collected pursuant to Subsection (b) of this section shall be deposited in the Equestrian Facilities Trust Fund.

The Department, however, may enter into a contract that provides for a contractor to collect equine license fees, to remit all its fee collections to the Department for deposit in the City Treasury, and to be paid for its services a sum equivalent to a percentage of the collected fees as agreed to in the contract. In the event of such a contract and upon receipt of such collected equine license fees, the Department shall (1) cause a portion of such fees equal to the contract amount due the contractor for its collection services to be deposited into the General Fund, (2) cause the contractor to be paid for its services in said amount, and (3) cause the remaining balance of the collected fees received by the Department to be deposited into the Equestrian Facilities Trust Fund.

(e) **Identification Tags. (Amended by Ord. No. 151,852, Eff. 2/19/79, Oper. 3/1/79.)**

1. The Department shall keep a record of the name and address of the person to whom each identification tag is issued, the number of such tag, and date of issuance thereof and a description of the equine for which issued.

2. Each equine identification tag shall consist of a metal tag with the number affixed together with the words “**L.A. City.**”

3. No unauthorized person shall remove from any equine any identification tag issued by the Department of Animal Services.

4. No person shall attach to or keep upon any equine, or make or have in his possession any counterfeit or imitation of any tag provided for in this article except that the Department may, upon statement of loss and receipt of \$1.00 issue a replacement equine license number and tag. **(Amended by Ord. No. 157,035, Eff. 10/4/82, Oper. 11/1/82.)**

(f) **Exceptions: (Amended by Ord. No. 144,751, Eff. 7/1/73.)**

1. This fee shall not apply to persons who bring equines into the City for a period of less than 30 days.

2. This fee shall not apply to any equine maintained in any boarding stable, riding academy, livery stable, pony ring, pony ride, horse market or mule market under permit from the Department so long as such equine is the property of the permit holder.

(g) **Penalty.** In the event any license fee required by this section is not paid within 30 days after the date of expiration of any previously issued license, or within 30 days after the date of mailing of notice to secure a license to the owner or custodian of any previously unlicensed equine, a late payment collection fee of \$5.00 shall be charged in addition to such other fee. **(Added by Ord. No. 161,728, Eff. 12/8/86.)**

**SEC. 53.15.2. BREEDING AND TRANSFER OF DOGS AND CATS.**  
**(Amended by Ord. No. 173,168, Eff. 5/18/00, Oper. 11/15/00.)**

The City Council finds that there exists a serious pet overpopulation problem within the City, that has resulted in a threat to public safety and health, inhumane treatment of animals, mass euthanasia of dogs/cats at the local animal shelters and escalating costs for animal care and control. Further, the Board of Animal Services Commissioners has found that uncontrolled breeding is the cause and, without action aimed at the source, this problem and its serious consequences will remain unabated. Council finds that part of the solution is for all dogs and cats over the age of four months to be spayed or neutered, unless their owners purchase the appropriate licenses/permits for the privilege of maintaining the animal intact and allowing it to breed. Council also finds that an increase in the license fee for unaltered dogs will encourage the owners to spay/neuter their dog(s), in order to qualify for the much lower altered dog license fee. Further, Council finds that tighter regulation of the transfer of dogs and cats will help alleviate the City's pet overpopulation crisis by allowing increased City control over the transfer of dogs and cats.

**(a) Animal Ownership:**

**Animal Owner**, for purposes of this section, shall mean any person harboring, keeping or providing care or sustenance to a domestic animal for 30 or more consecutive days on property which he/she owns, rents or leases. Such a person shall be subject to the requirements of this chapter. This definition does not apply to government agencies, animal rescue organizations which have demonstrated to the Department that they have implemented an ongoing spay/neuter program as well as an adoption program, or humane societies or societies for the prevention of cruelty to animals if such societies are incorporated under the provisions of California Corporations Code Section 10400 and the Nonprofit Public Benefit Corporation Law in Part 2 of the California Corporations Code, beginning at Section 5110 and successor sections.

**(b) Intact Dogs and Cats: (Amended by Ord. No. 179,615, Eff. 4/8/08.)**

(1) No person who owns a cat over the age of four months shall cause, permit, or allow the cat to be in a public place unsupervised, unless the cat is spayed or neutered. The term **public place** shall include, but not be limited to, streets, highways, sidewalks, carnivals, shopping malls, flea markets, boardwalks, and areas in front of commercial establishments. This requirement applies to all unaltered cats, whether or not their owner(s) have obtained breeding permits pursuant to Subsection (c), below.

(2) No person, within the City of Los Angeles, shall own a dog or cat over the age of four months that has not been spayed or neutered, unless valid written documentation is provided to show proof that the animal is exempt from the requirement to be spayed or neutered by reason of one of the following, and is in compliance with Subdivisions (3) and (4) below:

A. The dog or cat is a breed approved by and is registered with a registry or association recognized by the Department through its Commission, whose program and practices are consistent with the humane treatment of animals, and the dog or cat is actively used to show or compete and has competed in at least one show or sporting competition hosted by or under the approval of the recognized registry or association within the last two years, or is being trained or groomed to show or compete and is too young to have yet competed.

groomed to show or compete and is too young to have yet competed.

B. The dog has earned, or if under three years old, is actively being trained and in the process of earning, an agility, carting, herding, protection, rally, hunting, working, or other title from a registry or association approved by the Department through its Commission.

C. The dog is being trained or has been appropriately trained and is actively used in a manner that meets the definition of guide, signal or service dog as set forth in Subdivisions (d), (e), and (f) of Section 365.5 of the Penal Code, or the dog is enrolled in a guide, signal or service dog breeding program administered by a person licensed under Chapter 9.5 (commencing with Section 7200) of Division 3 of the California Business and Professions Code.

D. The dog is appropriately trained or is in the process of being trained and is actively used by law enforcement agencies or the military for law enforcement, military or rescue activities.

E. The owner of the dog or cat provides a letter to the Department from a licensed veterinarian certifying that the animal's health would be best served by spaying or neutering after a specified date; or that due to age, poor health, or illness it is unsafe to spay or neuter the animal; or that arrangements have been made to spay or neuter the dog or cat within 60 days after the compliance deadline and the dog or cat is spayed or neutered within that 60-day period. This letter shall include the veterinarian's license number, the date by which the animal may be safely spayed or neutered, and updated periodically as necessary. In addition, if the letter from the licensed veterinarian certifies that arrangements have been made to spay or neuter the dog within 60 days from the date the dog reaches the age of four months, and the dog is spayed or neutered within that 60-day period, the owner shall qualify for the lower license fee and license tax for an altered dog. It shall be the owner's responsibility to comply with the spay/ neuter provisions of this chapter, including paying the license fee and license tax.

F. The dog or cat has a valid breeding permit issued to the owner pursuant to Subsection (c) below.

(3) An unaltered dog or cat shall be implanted with an animal identification device identifying the owner of the animal.

(4) In addition to meeting one of the exemptions in this section, the dog license application for an unaltered dog shall contain the information requested by the Department, including the identification number of the implanted animal identification device, the name and address of the owner, and the location at which the dog will be maintained.

(5) A license for an unaltered dog shall not be transferable, and shall not be issued to any person under the age of eighteen years.

(6) The provisions of this subsection become operative on October 1, 2008. However, an unaltered dog that has a valid dog license from the Department shall not be subject to this subsection until the dog license expires, or October 1, 2009, whichever occurs first.

(7) Any person owning, possessing, harboring or having custody and control of a cat or dog in violation of this subsection shall be given a notice to comply and information regarding free and subsidized spay and neuter services. If the violation is not corrected within 60 days, it shall be deemed a second violation and in addition to correcting the violation, the person shall pay a civil penalty in the amount of \$100.00 or shall be allowed to perform eight hours of community service. Failure to pay the civil penalty or perform the community service and/or failure to correct the violation within the 60-day period, or any extension of that period permitted by the Department, shall be deemed a third violation. The Department shall impose a civil penalty in the amount of \$500.00 or allow the person to perform 40 hours of community service, in addition to spaying or neutering the dog or cat.

After July 1, 2009, if after 60 days from the date of notification of a third violation, the \$500.00 civil penalty is not paid or the 40 hours of community service is not performed and/or the owner still has not spayed/neutered his/her dog(s) or cat(s) as required under Subsection (b) above, the continuing violation of this subsection may also be deemed a misdemeanor.

(8) There is hereby established an Animal Services Spay/Neuter Advisory Committee (Committee) for the purpose of advising the Board of Animal Services Commissioners on the impact of the City's spay/neuter policies on the City's low-income residents. The Committee shall seek regular and systematic input on its recommendations, especially from low-income residents.

A. The membership of the Committee shall consist of 15 persons appointed by the City Council, with each Councilmember appointing one person to the Committee.

B. The General Manager of the Department, or his or her designee, shall serve as a non-voting Secretary of the Committee.

C. The Committee shall select one of its members to be the chair of the Committee. The chair will also be the conduit between the Committee and the Commission, and if needed, with the Mayor and the City Council.

D. All proceedings of the Committee shall be subject to the provisions of California Government Code Section 54950, *et seq.*, as amended (Brown Act).

E. The Committee shall meet as frequently as necessary but at least four times during the year. The meetings of the Committee may be conducted by teleconference as provided in the Brown Act.

F. The members of the Committee shall serve without compensation, including any travel or per diem expenses.

G. The Committee shall complete its work and dissolve by October 30, 2009.

H. The Committee shall do the following:

(1) Review the impact of the spay/ neuter policies on the City's low-income residents.

(2) Review the number of animals spayed/neutered, total exemptions provided, the waiting list if any for the spay/neuter services, the amount and timing of committed funding, and recommendations for legislative and administrative action needed to ensure that funding is allocated promptly to qualified providers of the spay/neuter programs.

(3) Review the quality of services and accountability measures.

(4) Review challenges faced by the spay/neuter program that impede the provision of best possible services.

(5) Make recommendations on any improvements and changes to the spay/ neuter program that will enhance its services and reduce the financial burden of the program on residents in low-income areas.

(6) Provide a preliminary written report containing an evaluation of the program and any recommendations to the Commission, and provide a copy to the Mayor and the City Council by March 30, 2009, and a final report by October 30, 2009.

(c) **Breeding Permit:**

(1) No person shall cause or allow any dog or cat owned, harbored or kept within the City of Los Angeles to breed without first obtaining a breeding permit as described below. The term

Los Angeles to breed without first obtaining a breeding permit, as described below. The term **breeding permit** means a written authorization, issued annually by the General Manager, giving its lawful holder permission to breed a dog or a cat.

(2) Each breeding permit shall be valid for one year from the date of issuance, and may be renewed annually, before its expiration date. Each applicant for such a permit shall pay an annual fee of \$235.00 or such other fee established in the manner set forth in Subsection (a) of Section [53.12](#) and promulgated by the Department. A separate permit must be obtained for each owned dog or cat that is allowed to breed. **(Amended by Ord. No. 181,341, Eff. 11/14/10.)**

(3) The Department shall administer an animal breeding permit program to allow the breeding of unaltered dogs and cats consistent with criteria and according to procedures established by the General Manager pursuant to Section [53.58](#) of this Code. Under no circumstances shall such a permit be issued to a person who has been convicted of animal cruelty or neglect.

(4) In addition to the criteria and procedures established by the General Manager pursuant to Paragraph 3 of this subsection, all breeding permits shall contain the following terms and conditions:

A. The owner of an unaltered female dog or cat shall not allow the whelping of more than one litter in any household within the permit year. Notwithstanding this provision, the General Manager is hereby authorized, upon application of a permittee, to allow on a one time basis the whelping of up to two dog or cat litters per breeding animal within any domestic household within a permit year, if the permittee establishes, according to regulations promulgated by the General Manager, that such breeding is required to protect the health of the animal or avert a substantial economic loss to the permittee. In the event that a permittee is forced to euthanize a litter of dogs or cats, the General Manager may authorize the whelping of one additional litter of dogs or cats within the same permit year by the permittee;

B. No offspring may be sold, adopted, bartered, or otherwise transferred, whether for compensation or otherwise, until it has reached the age of at least eight weeks;

C. No offspring may be sold or adopted until immunized against common diseases. The sale or adoption of a dog or cat shall include a statement signed by the seller or adopter attesting to the signatory's knowledge of the animal's health, and the animal's immunization history;

D. Any holder of a breeding permit who advertises to the public the availability of any dog or cat for sale, adoption, or transfer, whether for compensation or otherwise, must prominently display the permit number in any such advertisement. Further, the breeding permit holder must provide the permit number to any person who purchases, adopts or receives any animal from the permit holder and include the permit number on any receipt of sale or transfer document;

E. Commercial establishments selling locally bred dogs or cats shall prominently display the breeding permit number(s) of the breeder(s) whose dogs and cats are sold in said establishments and any other pertinent information required by the General Manager; Commercial establishments selling dogs and cats which were not bred within the City of Los Angeles shall prominently display the name and address of the breeder(s) of such dogs and cats and any other pertinent information required by the General Manager;

F. Any breeding permit holder selling or otherwise transferring a dog or a cat, whether for compensation or otherwise, shall submit to the Los Angeles Department of Animal Services the name, address, and telephone number of the animal's new owner within five days from the sale or other transfer, on a Department approved form; and

G. Any breeding permit holder or commercial establishment which sells or otherwise transfers a dog or cat, whether for compensation or otherwise, shall provide to the new animal owner City application(s) for a license and permit as well as written information regarding the license and

permit requirements of the City of Los Angeles applicable to such animal.

(5) The following animals are exempt from the breeding permit requirements:

A. Dogs documented as having been appropriately trained and actively used by law enforcement agencies for law enforcement and rescue activities;

B. Dogs documented as guide, signal, or service dogs pursuant to California Penal Code Section 365.5(d), (e) & (f) and successor sections;

C. Dogs and cats certified by a licensed veterinarian as not being suitable subjects for spaying and neutering due to health reasons;

D. Dogs and cats under the care of governmental animal control agencies; animal rescue organizations which have demonstrated to the Department that they have implemented an ongoing spay/neuter plan, as well as an adoption plan; or humane societies or societies for the prevention of cruelty to animals, if such societies are incorporated under the provisions of California Corporations Code Section 10400 and the Nonprofit Public Benefit Corporation Law in Part 2 of the California Corporations Code, beginning at Section 5110, and successor sections; and

E. Dogs documented as enrolled in a guide, signal or service dog breeding program administered by a person licensed under Chapter 9.5 (commencing with Section 7200) of Division 3 of the California Business and Professions Code.

**(d) Penalties:**

(1) Any cat or dog owner found by the Department to be in violation of the breeding permit provisions of this section may correct the violation(s) by providing conclusive proof to the Department that the dog(s) or cat(s) have been spayed or neutered, or by obtaining the necessary permit(s) mentioned in this section, no later than forty five days from the date when the Department had first notified the owner of the violation. Should the owner fail to correct the violation(s) in the manner described above, the Department shall impose a \$500.00 civil penalty on the dog or cat owner. Notice of this penalty shall be served by the Department on the dog or cat owner in the manner allowed by Section 11(i) of this Code. This penalty shall not be waived by the Department upon the transfer or abandonment of the dog or cat by the non compliant owner. This penalty shall be imposed in addition to any other applicable civil or criminal penalties.

If the civil penalty mentioned above is not paid and the owner does not spay/neuter his/her dog(s) or cat(s) or obtains the breeding permit(s) required under Subsection (c), above, within fifteen days from the date when the Department first notified the owner of the imposition of the civil penalty mention in Section (d)(1), the continuing violation of the breeding permit requirement of this section becomes a misdemeanor and may be prosecuted as such.

(2) The Department may revoke any permit issued pursuant to this section upon a finding that the permit holder has violated its terms and conditions. Such a finding shall be made after an administrative hearing conducted in accordance with the provisions of Section [53.18.5](#) of this Code; provided, however, that a finding by the Department's hearing examiner that such violation had occurred, if this finding is sustained by the General Manager, shall result in the permit's revocation, notwithstanding the provisions of Section [53.18.5](#) (l) of this Code.

(3) Except as specifically mentioned in Subsection (d)(1) and (2), above, failure to comply with any of the requirements mentioned in Subsections (b) and (c) of Section [53.15.2](#) of this Code is an infraction punishable by a \$50.00 fine for the first occurrence, \$75.00 for the second occurrence and \$100.00 for each subsequent occurrence.

**(e) Sale, Adoption and Other Transfers of Dogs and Cats:**

(1) Any person who offers or provides, whether for compensation or otherwise, any dog or cat for sale or other type of transfer, shall disclose to the transferee information regarding the license and permit requirements of the City of Los Angeles applicable to the transferred animal.

(2) No person shall present any dog or cat for sale, adoption, barter, exchange, or adoption, whether for compensation or otherwise, in any public place, without first obtaining a permit pursuant to Los Angeles Municipal Code section [53.50](#). The term **public place** shall include, but not be limited to, streets, highways, sidewalks, carnivals, shopping malls, flea markets, boardwalks, and areas in front of commercial establishments. This prohibition shall not apply to:

A. Government agencies; non-profit animal rescue organizations exempt from taxation under Internal Revenue Code section 501(c)(3); or humane societies or societies for the prevention of cruelty to animals if such societies are incorporated under the provisions of California Corporations Code Section 10400 and the Nonprofit Public Benefit Corporation Law in Part 2 of the California Corporations Code, beginning at Section 5110;

B. Permitted dog or cat shows; or

C. Permitted pet stores which sell or otherwise transfer dogs or cats, whether for compensation or otherwise, within the store.

(3) No person shall give away any dog or cat as a prize or as an inducement to enter into any contest, lottery, drawing, game or competition.

(4) No person shall give away any dog or cat as an inducement to enter a place of business, or to enter into a business arrangement.

(5) No person shall sell, barter, exchange or offer for adoption, whether for compensation or otherwise, any dog or cat to any minor under the age of eighteen years, without the written permission of one of the minor's parents or legal guardians.

(6) Commercial establishments selling dogs and cats which were not bred within the City of Los Angeles shall prominently display the name and address of the breeder(s) of such dogs and cats and any other pertinent information required by the General Manager.

(7) Failure to display the breeding permit number or include it in any advertisement for sale, adoption or other transfer of dogs and cats is an infraction punishable by a \$50.00 fine for the first occurrence, \$75.00 for the second occurrence and \$100.00 for each subsequent occurrence.

(8) Possession of a valid permit under this section of the Code does not entitle the permit holder to engage in an activity which is otherwise prohibited by law.

(9) No person shall sell, offer or advertise for sale or adoption, barter, transfer or broker the transfer or sale for compensation or otherwise, any dog, cat or other animal under the age of six months within the City of Los Angeles, without first obtaining a transfer permit. This requirement shall not apply to: (i) pet dealers who conform to the provisions of California Health & Safety Code Section 122125-122220 or pet stores or other commercial establishments permitted to sell or transfer dogs and cats and who are regulated by the Department; (ii) governmental agencies; (iii) non-profit animal rescue organizations exempt from taxation under Internal Revenue Code Section 501(c)(3) that do not breed animals, are registered with the Department and comply with the rules and regulations of the Department, including early age spaying and neutering; (iv) humane societies or societies for the prevention of cruelty to animals if such societies are incorporated under the provisions of the California Corporations Code Section 10400 and the Non-Profit Public Benefit Corporation Law in Part 2 of the California Corporations Code, beginning at Section 5110; or (v) a person who has a valid breeding permit from the Department and is selling or transferring a puppy or kitten pursuant to the breeding permit. **(Added by Ord. No. 181,353, Eff. 11/18/10.)**

(10) The term transfer permit means a written authorization issued annually in accordance with the permit process established in Sections [53.50](#) and [53.58](#), giving the permit holder permission to sell or transfer for compensation or otherwise, animals under the age of six months including dogs or cats. Each holder of a transfer permit shall pay an annual fee of \$120.00 or an amount as revised by the Board of Animal Services Commissioners and approved by the City Council, and abide by the rules and regulations promulgated by the General Manager, including but not limited to limitations on the number of animals that may be transferred annually. **(Added by Ord. No. 181,353, Eff. 11/18/10.)**

(11) **(Added by Ord. No. 181,353, Eff. 11/18/10.)** In addition to the criteria and procedures established by the General Manager and such information as the General Manager shall request, the permit holder shall:

A. Prominently display the transfer permit number for the sale, adoption, or transfer of any animal under the age of six months, in any advertisement including but not limited to newspapers, newsletters, flyers, magazines or other publications, electronic media, internet or the posting of signs;

B. Certify that he or she is over the age of eighteen years and has not been convicted of animal cruelty or neglect;

C. Provide to any person who purchases, adopts or receives an animal under the age of six months a statement signed by the permit holder attesting to the signatory's knowledge of the animal's health and immunization history, and include a copy of the City's license and permit requirements. The transfer permit number must appear on the sale or transfer document;

D. Provide the Department with the name, address and contact information for the breeder(s) and other source or origin of the animal, as well as the location at which the animal is located or will be kept if different from the address on the transfer permit;

E. Agree not to transfer a dog or cat until it has reached the age of eight weeks, has been weaned, micro-chipped, immunized against common diseases, and in the case of a dog four months of age or older, has received its rabies vaccination. Proof of the rabies and other vaccinations shall be provided to the new owner;

F. In the case of the sale, adoption or transfer of a dog, submit to the Department the name, address and telephone number of the new owner along with the micro-chip information on a Department approved form within five (5) days from the date of sale or transfer;

G. Agree not to transfer any dog, cat or other animal under the age of six months to any minor under the age of eighteen years;

H. Agree not to knowingly sell or transfer an animal for use in dog or animal fighting or in any other illegal activity;

I. Obtain a City business license and if applicable, a seller's permit or license and/or resale and tax identification number from the State Board of Equalization or any other required license or permit; and

J. Comply with all tax laws and regulations.

(12) A violation of the transfer permit provisions of this Section may be prosecuted as a misdemeanor or an infraction or punishable by means of an administrative citation. Failure to comply with the terms and conditions of the transfer permit and applicable law shall also be grounds for the revocation or suspension of the transfer permit. **(Added by Ord. No. 181,353, Eff. 11/18/10.)**

### **SEC. 53.15.3. DOG LICENSE FEE.**

**(Amended by Ord. No. 181,882, Eff. 10/30/11.)**

(a) Any person owning or having custody or control of any dog shall pay, in addition to a license tax, a fee in the sum of \$91.50 for the processing and related costs of issuance of a dog license, except that for spayed female or neutered male dogs, or any dog certified by a licensed veterinarian to be incapable of breeding or being bred, a fee of \$16.50 shall be paid. The provisions of Section [53.15](#) of this Code with respect to eligibility for the lower license tax specified there shall be equally applicable to eligibility for the lower fee specified in this Section. Any person eligible under the provisions of Section [53.15](#) of this Code for a lower license tax shall also be eligible for the lower license fee imposed by this Section and any person exempt under the provisions of Section [53.15](#) of this Code from paying the license tax shall be exempt from paying any the license fee imposed by this Section. License fees shall be paid at the same time and in the same manner as the license tax.

(b) In the event any dog license tax and fee required by this Article is not paid within 45 days from the date of acquisition of a dog four months of age or older, within 45 days of the dog reaching the age of four months, within 45 days of the date of expiration of any previously issued dog license, within 45 days from the date of mailing of notice to secure a license to the owner or custodian of any previously unlicensed dog, or within 45 days of the expiration date of the anti-rabies vaccination, the owner or custodian may be subject to a criminal citation or an administrative penalty in the amount of \$250.00 for the first violation, \$500.00 for the second violation and \$1000.00 for the third violation through an Administrative Code Enforcement program established by ordinance. A violation of the license requirement of this Article may also be prosecuted as a misdemeanor.

### **SEC. 53.15.4. VETERINARIANS AND OTHERS AUTHORIZED TO DISTRIBUTE DOG LICENSE APPLICATIONS OR SELL DOG LICENSES.**

**(Title and Section Amended by Ord. No. 181,882, Eff. 10/30/11.)**

(a) The Department may authorize a duly licensed California veterinarian, pet hospital, pet store, licensed kennel or any duly licensed person engaged in the business of breeding, selling or otherwise transferring the ownership of dogs, to distribute dog license applications or puppy certificate applications to persons residing in the City of Los Angeles, and be paid for such services 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 application processed and license issued by the Department.

(b) The Department may also authorize a duly licensed California veterinarian, pet hospital, pet store, licensed kennel or any duly licensed person engaged in the business of breeding, selling or otherwise transferring the ownership of dogs, to sell dog licenses or puppy certificates to persons residing in the City of Los Angeles and be paid for such services by entering into an agreement with the Department establishing the conditions of such sale. The amount to be paid for such services shall not exceed \$2.00 or such other amount as determined by the Board of Animal Services Commissioners and approved by the City Council.

### **SEC. 53.15.5. ELECTRONIC ANIMAL IDENTIFICATION DEVICE.**

**(Amended by Ord. No. 181,265, Eff. 9/17/10.)**

The Department of Animal Services shall implant each dog and cat adopted out or redeemed by

the animal's owner from a Department shelter with an electronic animal identification device (microchip) approved and provided by the Department. Except as otherwise expressly provided, the fee for the implanted device shall be \$15.00, or such other fee established in the manner set forth in Subsection (a) of Section [53.12](#) and promulgated by the Department. The fee for the implanted device shall be paid in addition to any other adoption or redemption related fee, except as otherwise expressly provided.

Any owner of a dog or a cat may have an electronic animal identification device provided and implanted by the Department in the dog or cat. The fee for such implanted device shall be \$25.00, or such other fee established in the manner set forth in Subsection (a) of Section [53.12](#) and promulgated by the Department.

**📖 SEC. 53.16. LICENSES TO BE SIGNED.**  
**(Repealed by Ord. No. 181,882, Eff. 10/30/11.)**

**📖 SEC. 53.17. LICENSES – WHAT TO STATE.**

- (a) Each such license shall state:
  - (1) The name and residence of the person to whom such license is issued;
  - (2) The amount paid therefor and the character thereof;
  - (3) The date when issued;
  - (4) The date on which such license shall expire;
  - (5) A description of the dog for which such license is issued;
  - (6) The number of the metallic tag accompanying the same;
- (b) **(None)**

**📖 SEC. 53.18. RECORD OF LICENSES.**

It is hereby made the duty of the Department to keep a record of licenses issued so that a complete copy thereof may be issued when required.

**📖 SEC. [53.18.5](#). HEARING PROCEDURES AND LICENSE REVOCATIONS.**  
**(Added by Ord. No. 162,538, Eff. 8/27/87; Title Amended by Ord. No. 181,930, Eff. 12/11/11.)**

This section shall govern hearing procedures for barking dog complaints, the revocation of dog licenses and related matters. For purposes of this section the term "dog" includes the plural and the term "owner" means the owner or person having charge, care or custody of a dog. **(Amended by Ord. No. 181,930, Eff. 12/11/11.)**

- (a) **Hearing.** A hearing pursuant to this Section shall be held to issue or reissue a dog license upon terms, conditions and restrictions. A hearing shall also be held to revoke a dog license that

has previously been issued or reissued upon terms, conditions or restrictions or the violation continues to exist or reoccurs. A hearing also may be held in the absence of a dog license or in the absence of a valid license. Following the hearing, the license may be issued or reissued upon terms, conditions and restrictions, or the owner may be ordered to surrender the dog to the Department or remove the dog from the City as if the license was revoked. **(Amended by Ord. No. 181,930, Eff. 12/11/11.)**

(b) **Hearing Examiner.** A Hearing Examiner appointed by the General Manager shall exercise all powers relating to the conduct of the hearing, including but not limited to, the administration of oaths and affirmations and to certify to official acts.

(c) **Notice of Hearing.** The Department shall commence a hearing by issuing to and the serving of a written notice upon the owner of the dog. Notice shall be served at least ten (10) days prior to the date set for the hearing. The notice shall state in clear and concise language:

1. the purpose and reason for holding the hearing and the requested remedy or penalty, and
2. the time and place where the hearing is to be held.

(d) **Subpoena Power.** **(Amended by Ord. No. 173,273, Eff. 6/25/00, Oper. 7/1/00.)** The General Manager or his authorized representative is authorized and empowered to summon witnesses for the hearing by requesting the City Clerk, pursuant to Section [217](#) of the Charter of the City of Los Angeles, to issue subpoenas requiring the attendance of such witnesses at the time and place specified.

(e) **Witnesses.** At the hearing, the owner of the dog, the complainant or complainants, if any, and the Department shall be given an opportunity to present evidence, and call and cross-examine witnesses.

(f) **Continuances.** The Hearing Examiner may continue the hearing from time to time upon good cause being shown.

(g) **Notice.** Any written notice provided for in this section shall be served upon the owner of the dog in the manner provided for giving of notice in Section [11.00](#) (i) of this Code, or by posting upon property occupied by the owner, or both. Service by posting is complete upon posting.

(h) **Evidence.** Hearings need not be conducted according to technical rules relating to evidence or witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. Oral evidence shall be taken only on oath or affirmation.

(i) **Reporting.** A recording or transcript of the hearing shall be taken.

(j) **Burden of Proof.** The burden is on the Department to show by a preponderance of the evidence that the allegations made are true.

(k) **Hearing Examiner - Report.** The Hearing Examiner shall, within 15 days of the conclusion of any hearing, submit a report to the General Manager. The report shall contain a summary of the evidence, including oral testimony, and shall state the Hearing Examiner's findings and recommendations. The report shall be a public record and shall be served upon the owner of the dog in accordance with the provision of (g) above.

(l) **Hearings.** **(Amended by Ord. No. 165,507, Eff. 3/25/90.)**

(1) Hearing: (Amended by Ord. No. 181,930, Eff. 12/11/11; Ord. No. 181,930, Eff. 12/11/11.)

1. **(Amended by Ord. No. 181,930, Eff. 12/11/11.)** If, at the initial hearing the Hearing Examiner determines that the allegations are true, the Hearing Examiner shall recommend that the license be issued or reissued upon reasonable terms, conditions or restrictions for the training, handling or maintenance of the dog to abate the condition which gave rise to the hearing. In the absence of a dog license or of a valid license, the Hearing Examiner may recommend that the license be issued upon reasonable terms, conditions or restrictions or if the owner is unwilling to accept an issued or reissued license, that the dog be surrendered to the Department or removed from the City. Surrendering the dog to the Department or removing the dog from the City shall be in addition to any civil or criminal penalties for failure to have a valid license.

Terms, conditions, or restrictions may include but are not limited to the following:

- A. selection of locations within the owner's property or premises where a dog shall not be kept;
- B. requirements as to size, construction or design of an enclosure where a dog may be kept;
- C. specialized training from a trainer or training program approved by the Department to correct any of the dog's behavioral problems;
- D. removal of one or more dogs from the premises to another location or prohibiting the addition of any new dog at the premises;
- E. types and method of restraint, or muzzling, or both;
- F. photo identification, permanent marking, electronic identification device, or all of these, for purposes of identification;
- G. sterilization, even if otherwise exempt;
- H. a civil penalty as provided by ordinance for an administrative citations enforcement program;
- I. requiring the owner to obtain a Restricted Dog Permit with additional terms, conditions and restrictions pursuant thereto.

2. A hearing or subsequent hearing shall be held wherein the license may be revoked if the owner has either failed to comply with the terms, conditions or restrictions imposed pursuant to clause (1), above, or Subdivision (r) or if the violation continues to exist.

If the license is again reissued, in addition to any other term, condition or restriction recommended by the Hearing Examiner, the licensee shall agree to pay a civil penalty in the amount of two hundred fifty dollars (\$250) as a condition of the re-issuance of the license. The General Manager shall establish such rules and regulations as are reasonably necessary to prevent the imposition of the civil penalty from becoming an economic hardship on the licensee. Such rules and regulations shall include, but are not limited to, criteria to reduce the amount of penalty to be imposed and provisions for time payments.

3. If the owner fails to appear at a hearing or absents himself from a hearing, the Hearing Examiner may continue the matter or proceed with the hearing as the Hearing Examiner deems appropriate. Notwithstanding any other provision of this Section, the Hearing Examiner may recommend that the license of any owner who fails to attend a hearing or absents himself from a hearing be revoked if the evidence establishes that the allegations are true. In the absence of a license or a valid license, the Hearing Examiner may recommend that the dog be surrendered to the Department or removed from the City as if the license were revoked. Surrendering the dog to the Department or removing the dog from the City shall be in addition to any civil or criminal penalties for failure to have a valid license. **(Amended by Ord. No. 181,930, Eff. 12/11/11.)**

(m) **General Manager – Review.**

1. The General Manager shall review the findings and recommendations of the Hearing Examiner and may adopt or reject the Hearing Examiner's findings, or may adopt or modify the recommendations of the Hearing Examiner, or may return the matter to the Hearing Examiner for further evidence or for additional findings and recommendations. The General Manager's decision shall be finalized in writing within 15 days of the receipt of the Hearing Examiner's findings and recommendations, and shall be served upon the owner in accordance with the provisions of (g) above.

2. The decision of the General Manager is final and effective when served upon the owner, unless there is an appeal filed within 15 days of said service.

(n) **Revoked License - Removal of Animal from City.** Following a hearing, if a dog license is revoked, or in the absence of a license or a valid license, if the dog has been ordered to be surrendered to the Department or removed from the City as if the license were revoked, the owner shall surrender the dog to the Department or permanently remove the dog or cause the dog to be permanently removed from the City within five (5) calendar days after either the time for appeal, as provided herein, has passed without an appeal being filed, or the decision of the General Manager revoking a dog license or ordering the dog to be surrendered to the Department or removed from the City as if the license were revoked, has been served upon the dog owner. The dog shall be impounded by the Department if found within the City after the five day period. Failure to remove a dog from the City or surrender it to the Department as provided herein is a misdemeanor. **(Amended by Ord. No. 181,930, Eff. 12/11/11.)**

(o) **Subsequent Disposition of Dog.** Notwithstanding any other provision of law, the Department shall hold for sale any dog surrendered or impounded pursuant to this section for a period of forty-five (45) days. The dog must be transferred to and sold from a district animal shelter different from the district animal shelter where the complaint arose. The General Manager or his duly authorized representative may impose appropriate terms, conditions or restrictions as a condition to the issuance of a new license to a new owner.

(p) **Notice to the Department of the Removal of a Dog from the City.** An owner of any dog whose license has been revoked pursuant to this section shall inform the Department in writing upon the dog's removal from the City the name, address, and telephone number of the new owner, the location where the dog will be kept and the name and description of the dog. The owner shall, in addition, notify the new owner in writing of the details of any and all complaints concerning the dog, and any terms, conditions or restrictions previously imposed by the Department. The owner shall provide the Department with a copy of the notification to the new owner as well as an acknowledgment by the new owner the receipt thereof.

(q) **Appeal Procedures. (Amended by Ord. No. 164,477, Eff. 3/27/89.)**

1. The decision of the General Manager to revoke a dog license or order a dog to be surrendered to the Department or removed from the City as if the license were revoked, to declare a dog to be a dangerous animal, to issue or re-issue a dog license upon terms, conditions or restrictions, or refuse to issue a new license pursuant to Subdivision (r) may be appealed to the Board of Commissioners by the owner of the dog as provided herein. **(Amended by Ord. No. 181,930, Eff. 12/11/11.)**

2. The Board may establish such rules and procedures consistent with this section as it deems necessary for the conduct of the hearing of appeals, including, but not limited to, the filing and presentation of written and oral statements.

3. The appeal shall be in writing and shall be on an appeal form provided by the Department. The appellant shall set forth specifically on the form wherein the appellant believes that the decision

of the General Manager is not supported by the evidence or where any hearing before a Hearing Examiner was not conducted in accordance with the provisions of this section for the conduct of hearings. Within 10 days from the date of a timely filed appeal, the General Manager shall transmit to the Board copies of the Hearing Examiner's file and report, the General Manager's written decision and the appeal form for consideration.

The grounds or reasons stated on the appeal form by the appellant will be the only grounds or reasons considered by the Board. No appeal shall be considered if filed or postmarked later than 15 days after the decision of the General Manager is served upon the owner or if the owner has failed to appear at the hearing before the Hearing Examiner.

4. The Board shall fix the time, date and place of the hearing and shall serve a notice of the hearing upon all parties at least five days prior to the hearing. The Board shall conduct its hearing at the time, date and place specified in the notice unless, upon the written request of the appellant and upon good cause being shown, it agrees to continue the hearing once to a date certain no later than 14 days after the original date set for the hearing.

5. The Board, after notice and hearing, may affirm, modify, or reverse the decision of the General Manager and deny or grant appeal accordingly.

6. The Board shall not consider any new evidence and shall base its decision only upon

(i) the record before the Hearing Examiner,

(ii) the report of the Hearing Examiner,

(iii) the written decision of the General Manager,

(iv) the appeal form, and

(v) a consideration of statements, if any, presented to the Board orally or in writing at the hearing.

7. The Board shall make its decision within 75 days from the date the General Manager transmits to the Board the materials described in Subdivision 3 above provided, however, this time limit may be extended once if, prior to the expiration of the 75 days, the appellant, the General Manager and the Board mutually agree to extend this time limit for a period not to exceed 15 days. If the Board fails to act on any appeal within the specified time limits, the decision of the General Manager shall be deemed affirmed without further action by the Board.

8. The Board may reverse or modify the decision of the General Manager and grant the appeal only when the written decision of the General Manager is not supported by the evidence or whenever a hearing before a Hearing Examiner was not conducted in accordance with the provisions of this section for the conduct of hearings.

9. The decision of the Board to reverse or to modify the decision of the General Manager shall be in writing. The decision shall enumerate the ground or grounds which form the basis for the Board's action and specify where in the record the evidence supports each ground so enumerated.

10. A decision of the Board is final. It becomes effective when served upon the General Manager and appellant by the Board.

(r) **Reinstatement of License Privileges. (Added by Ord. No. 165,507, Eff. 3/25/90.)** Upon the written request of the person whose privilege to own, possess, control or be in charge of any dogs has been terminated pursuant to Sections [53.34.4\(h\)](#) or [53.63\(c\)](#), the General Manager may reinstate the privilege as to other dogs and authorize the Department to issue a new license. In addition to any other requirement of law, the General Manager may impose such terms, conditions

addition to any other requirement of law, the General Manager may impose such terms, conditions or restrictions as he believes are necessary to protect the public health, safety and welfare, and which may be in addition to any term, condition or restriction authorized by Clause (1) of Subdivision (l), above, or Section [53.34.4\(e\)\(2\)](#).

The General Manager's decision shall be in writing and state the reasons for issuing or refusing to issue the license or imposing terms, conditions or restrictions and shall be served upon the owner in accordance with the provisions of Subdivision (g). The owner may appeal to the Board the refusal to issue a license or the imposition of terms, conditions or restrictions as provided by this section.

No license shall be issued until the decision is final and then only upon the written acceptance by the owner of any terms, conditions or restrictions finally imposed. If the owner fails to comply with the terms, conditions or restrictions imposed herein, any license revocation hearing shall be held pursuant to Clause (2) of Subdivision (l) this section.

#### **SEC. 53.19. CAT TAG – ISSUANCE OF.**

**(Added by Ord. No. 142,367, Eff. 9/24/71, Oper. 10/1/71.)**

(a) Upon payment of a \$5.00 fee, there shall be issued at the request of each cat owner or person having custody or control thereof, a cat identification tag to be worn by the cat for which it is issued.

(b) The Department shall keep a record of the name and address of the person to whom each such identification tag is issued, the number of such tag, the date of issuance thereof and a description of the cat for which issued.

(c) Each cat identification tag shall consist of a metal tag with the number affixed together with the words “**L.A. City.**”

(d) No unauthorized person shall remove from any cat any identification tag issued by the Department of Animal Services.

(e) **(Added by Ord. No. 143,407, Eff. 7/1/72.)** The Department of Animal Services may for the purposes of this article impound cats for the following reasons:

- (1) The cat is sick or injured;
- (2) The cat is feral or starving;
- (3) The owner or other person or persons authorized to relinquish possession of it, state that the cat is unwanted.

(f) No person shall attach to or keep upon any cat or make or have in his possession any counterfeit or imitation of any tag provided for in this section. **(Added by Ord. No. 143,407, Eff. 7/1/72.)**

(g) The Department may upon statement of loss and receipt of \$1.00 issue a replacement cat identification number and tag. **(Amended by Ord. No. 157,035, Eff. 10/4/82, Oper. 11/1/82.)**

#### **SEC. 53.21. DOG TAGS – WEARING OF AND REGISTRY.**

(a) Such tag shall be securely affixed to a collar, harness, or other device and shall at all times be worn by such dog, except while such dog remains indoors or in an enclosed yard or pen.

(b) The Department shall procure the number of tags needed each year and shall keep a record of the name and address of the person to whom each such license is issued, the number of such tag, the date of issuance thereof and a description of the dog for which issued. **(Amended by Ord. No. 133,983, Eff. 4/1/67.)**

(c) The Department may upon proof of loss and receipt of \$3.00 issue a replacement dog license number and tag to any person making such proof of loss. **(Amended by Ord. No. 170,171, Eff. 1/20/95.)**

#### **SEC. 53.22. DOG TAG – MUST BE OFFICIAL.**

(a) No person shall attach to or keep upon any dog any tag provided for in this article except a tag issued for which dog under the provisions of this article.

(b) **Dog Tags – Imitation of.** No person shall attach to or keep upon any dog or make or have in his possession any counterfeit or imitation of any tag provided for in this article.

#### **SEC. 53.23. DOG TAGS – REMOVAL OF.**

No unauthorized person shall remove any current valid license from any dog. **(Amended by Ord. No. 129,259, Eff. 2/19/65.)**

#### **SEC. 53.24. RECEIPT – CERTIFICATE – FAILURE TO EXHIBIT.**

No person keeping or harboring a dog for which a license is required shall fail to exhibit a license receipt, certificate of vaccination, or exemption certificate required by this article upon demand by any employee of the Department. **(Amended by Ord. No. 133,983, Eff. 4/10/67.)**

#### **SEC. 53.25. COLLECTION – DEPOSITING OF.**

All moneys received by the Department for licenses issued under the provisions of this article and all moneys collected under actions brought as herein provided to recover unpaid license taxes, and all moneys received by said Department from sales of animals, or as fees from any source, shall be paid by the Department into the City Treasury and credited to the departmental receipts of said Department. **(Amended by Ord. No. 133,983, Eff. 4/10/67.)**

#### **SEC. 53.26. LICENSE TAXES – RIGHT TO SUE FOR RECOVERY.** **(Amended by Ord. No. 133,983, Eff. 4/10/67.)**

The amount of any license tax or penalty imposed by this article shall be deemed a debt to the City of Los Angeles. Any person owning, having or keeping any dog in this City without having obtained a license so to do shall be liable to an action in the name of this City in any court of competent jurisdiction for the amount of any license tax imposed by and required by this article to be paid for the privilege of keeping and having such dog. It shall be the duty of the General Manager of the Department to cause a complaint to be filed against any person violating any of the

Manager of the Department to cause a complaint to be filed against any person violating any of the provisions of this article and to cause an action to be brought against any person failing to pay any license tax required by the provisions of this article for the recovery of such tax. Such action shall be cumulative and shall not be deemed as a bar to or a waiver of the right of this City to prosecute any person for a violation of this article.

**SEC. 53.27. TRANSFER OF OWNERSHIP; NOTICE REQUIRED.**  
**(Amended by Ord. No. 181,882, Eff. 10/30/11.)**

The owner or operator of any dog hospital or pet shop, and any person engaged in the business of breeding dogs or a veterinarian who sells, gives away or in any manner causes the ownership or permanent possession of any dog, whether over four (4) months of age or not, to be transferred to any person, shall notify in writing the Department of that fact within five (5) days after the date of such sale or transfer. Such notice shall state the kind of dog, the name of such dog, if any, and the name, address, telephone number and if known, the electronic mail address, of the person to whom such dog has been sold or transferred.

**SEC. 53.28. HARBORING OF UNLICENSED DOGS.**

No person shall have, harbor or keep any unlicensed dog that is over the age of four months.

A Municipal Corporation may require the licensing of dogs.

*People v. Harrington* (1940) CR A 1701.

*People v. Harrington* (1941) CR A 1828.

*In re Ackerman* (1907) 6 Cal. App. 7.

*Simpson v. City of Los Angeles* (1953) 40 Cal. 7 271.

**SEC. 53.29. FEMALE DOGS AND CATS, STRAYING DURING SEASON.**  
**(Amended by Ord. No. 130,868, Eff. 10/25/65.)**

Every person owning or having charge, care, custody or control of any female dog or cat shall strictly confine such animal during its copulating season, i.e., while it is in heat or in season, in a building or other adequate enclosure designed to keep such dogs or cats on the premises of said person.

**SEC. 53.30. KEEPING OF DISEASED OR CRIPPLED ANIMALS.**

No person shall have, keep, or harbor any animal which is known or believed by him to be infected with any dangerous or communicable disease, or which is in an incurable crippled condition, or which is afflicted with any painful disease which is believed by such person to be incurable, except as in this article otherwise provided.

**SEC. 53.31. PUBLIC SPAY AND NEUTER CLINIC.**

(a) **Authority for Clinic and Fees.** (Amended by Ord. No. 180,697, Eff. 6/26/09.) The General Manager is hereby authorized and empowered to establish Department operated clinics at which members of the public may have dogs and cats spayed or neutered in a humane manner upon payment of a \$40.00 fee for each animal, or such other fee established in the manner set forth in Subsection (a) of Section 53.12 and promulgated by the Department.

Notwithstanding the foregoing, no fee shall be charged for spaying or neutering a dog whose owner has applied for and qualifies to be issued a free license under Subsection (f) of Section 53.15 of this Code for such dog.

Nor shall a fee be charged for spaying or neutering a cat owned and maintained by a person 62 years of age or older, provided that the combined adjusted gross income of all members of the household in which such person resides is less than the "very low income" limitation for residents of the City of Los Angeles, using the figure in effect on the preceding first day of April as determined by the United States Housing Act of 1937, as amended, and published by the United States Department of Housing and Urban Development. No more than three cats per person or household may be spayed or neutered free of charge, except that upon satisfactory proof of loss or death of a cat that was spayed or neutered free of charge under the provisions of this Subsection, a replacement cat may be spayed or neutered free of charge for the same person. **(Amended by Ord. No. 181,268, Eff. 9/26/10.)**

**(b) Consent Form and Waiver. (Added by Ord. No. 141,123, Eff. 11/19/70.)** Persons submitting dogs or cats for the above service shall sign a consent form certifying thereon under penalty of perjury that they are the owner of said animals or are otherwise authorized to present the animal for the above operation and such persons may be required to furnish proof of such ownership or authority.

Such consent shall contain a waiver of any and all liability of the City, the Department of Animal Services and City employees for any injury or death to an animal arising out of the aforementioned operation or any services provided incidental thereto.

**(c) Board and Care Charge. (Added by Ord. No. 141,123, Eff. , 11/19/70.)** The department shall establish a return date by which persons submitting animals for the above operation shall pick up said animals or be subject to a reasonable board and care fee to commence the day after such return date.

Failure to pick up an animal within 15 days of said return date shall be deemed abandonment of such animal and the General Manager may dispose of it by sale or destruction.

**(d) Suspension of fees.** The fees and charges imposed by this section are hereby suspended for the period September 26, 1987 through and including January 22, 1988. **(Added by Ord. No. 162,744, Eff. 9/24/87.)**

## **SEC. 53.32. ANIMALS – DISPOSAL OF.**

It shall be the duty of the General Manager of the Department and he is hereby authorized and empowered to issue and sign a death warrant and order the destruction by any employee of the Department, of any animal lawfully taken into custody of the Department which in the opinion of the General Manager is, by reason of old age, unfit for further use, or which is infected with any dangerous or communicable disease, or which is in an incurably crippled condition, or which is adjudged by a written report of a licensed veterinarian to be afflicted with any painful or incurable disease. **(Amended by Ord. No. 133,983, Eff. 4/10/67.)**

The General Manager shall issue and sign a death warrant for and authorize the destruction by a police officer or other person of any animal inflicted with any dangerous or communicable disease or which is in an incurable crippled condition.

## **SEC. 53.33. VICIOUS ANIMALS – PRIVATE PREMISES**

**SEC. 53.33. VICIOUS ANIMALS – PRIVATE PREMISES.**  
(Amended by Ord. No. 148,943, Eff. 11/25/76.)

(a) No person, owning or having custody or control of any dog, other than a sentry dog, or any other animal known by such person to be vicious or dangerous, shall permit it to run at large, or permit it to run loose on or within the premises of such person in such a manner as to endanger the life or limb of any person lawfully entering such premises. For the purposes of this section “sentry dog” shall mean a dog trained to work without supervision in a fenced facility to deter or to detain persons found within the facility.

(b) Notwithstanding any other provisions of this Code, no owner or person charged with custody or control of a sentry dog shall assign or work such dog on a premises, unless said premises is posted to warn of sentry dog activity. Said warning shall consist of signs placed at 50-foot intervals around the perimeter of the area guarded by the sentry dog and at all entrances and exits to said area. Such signs shall measure 10" x 14" and shall contain black lettering on a white background stating “WARNING - SENTRY DOG ON DUTY,” and shall also depict the head of a dog with bared fangs. In addition the sign shall set forth the name, address and telephone number of the sentry dog company furnishing the dog for hire. The telephone number shall be a telephone which is manned by a person 24 hours a day every day of the year.

**SEC. 53.34. ANIMALS AT LARGE.**

(Title amended by Ord. No. 162,537, Eff. 8/8/87.) (Section amended by Ord. No. 162,748, Eff. 9/24/87.)

A person who owns or is in charge of or controls or who possesses a dog or other animal who permits, allows or causes the dog or other animal to run, stray, be uncontrolled or in any manner be in, upon, or at large upon a public street, sidewalk, park or other public property or in or upon the premises or private property of another person is guilty of a misdemeanor if said dog or other animal bites, attacks or causes injury to any human being or other animal.

Any person convicted under this section or Section [53.33](#) shall not own, possess, control or be in charge of any animal of the species which caused the bite, attack or injury for a period of three (3) years from the date of conviction. The Department shall not issue or renew any license or permit for said species of animal, except that upon the written request of the person so convicted, the General Manager may authorize the issuance of a dog license pursuant to the provisions of Section [53.15](#)(b).

**SEC. 53.34.1. MENACING DOGS.**

(Added by Ord. No. 168,864, Eff. 7/7/93.)

No person, owning or having custody or control of any dog, whether or not restrained by a substantial chain or leash, shall permit the dog to unlawfully assault, threaten or menace any human being or other animal upon any public street, sidewalk, park or other public property, or in or upon the premises or private property of another.

**SEC. 53.34.2. IMPOUNDMENT – BITING OR ATTACKING ANIMAL.**

(Added by Ord. No. 162,537, Eff. 8/8/87.)

(a) The Department shall have the power to summarily and immediately impound a dog or other animal where there is evidence it has attacked, bitten or injured any human being or other animal pending any court or dog license or animal permit revocation proceeding arising from the attack, bite or injury, or to undertake a hearing pursuant to Section [53.34.4](#). A duly authorized Department

bite or injury, or to undertake a hearing pursuant to Section [53.34.4](#). A duly authorized Department employee may enter and inspect private property to enforce the provisions of this section as provided by Section [53.03](#) of this article.

Failure to surrender to the Department upon demand a dog or other animal which is subject to being impounded pursuant to this section is a misdemeanor.

A dog or other animal, impounded pursuant to the authority of this section, shall be returned to the owner or custodian as provided by Section [53.34.4](#) or when it is no longer required as evidence, or if a notice of a hearing pursuant to Section [53.34.4](#) to declare the dog or other animal a dangerous animal has not been served on the owner or custodian within seven days after the impoundment.

(b) In lieu of impound, the General Manager may permit the dog or other animal to be confined at the owner's or custodian's expense in a Department approved dog kennel or veterinary facility within the City or at the owner's or custodian's residence provided that the owner or custodian:

1. Shall not remove the dog or other animal from the kennel, veterinary facility or residence without the prior written approval of the General Manager or his authorized representative; and

2. Shall make the dog or other animal available for observation and inspection by Department personnel or members of law enforcement or their authorized representatives.

(c) The General Manager or his designated representative may have a dog or other animal, impounded or confined as provided in (a) or (b) above, permanently identified by means of photo identification prior to release from impound or confinement.

### **SEC. 53.34.3. RESTRICTED DOG PERMIT.**

**(Added by Ord. No. 181,930, Eff. 12/11/11.)**

(a) Following a hearing in accordance with Section [53.18.5](#) or Section [53.34.4](#), if the Hearing Examiner determines that the bite, attack or injury was the result of improper or negligent training, handling or maintenance, and that the owner or custodian is able and willing to properly train, handle or maintain the dog and that a similar incident is not likely to occur if the terms, conditions and restrictions are followed, the Hearing Examiner may recommend that a Restricted Dog Permit be issued as part of the terms, conditions or restrictions pursuant to Subsection (l) of Section [53.18.5](#), to include, but not limited to, some or all of the following additional terms, conditions or restrictions to protect the public health, safety and welfare:

1. That in addition to the dog license tax and fee, the owner shall pay a Restricted Dog Permit fee of \$120.00 annually, which is subject to reassessment in accordance with Section [53.12](#) (a).

2. That the dog owner obtain and maintain liability insurance in an amount not less than \$100,000 or in an amount determined by the City's Risk Manager, provide proof of insurance and notify the City at least thirty (30) days prior to cancellation or non-renewal of the insurance coverage.

3. Post warning signs at all property entrances and notify the occupants of the adjacent property and/or within a 150 foot radius of the Restricted Dog Permit.

4. That the dog not be transferred or placed in the custody of another person without the written consent of the General Manager, except in a licensed dog kennel or with a California licensed veterinarian. The dog owner must notify any transferee, kennel, veterinarian or other custodian that the dog is subject to a Restricted Dog Permit.

5. Other terms, conditions and restrictions may include but are not limited to the training, handling and maintenance of the dog, the wearing of a muzzle, properly securing the owner's or custodian's property and that the dog only be walked by the owner or another responsible adult.

6. That the dog owner and custodian, if separate from the owner, sign a declaration that he or she will abide by the terms, conditions and restrictions of the license and the Restricted Dog Permit.

(b) A Restricted Dog Permit shall not be issued for a dog that has fatally injured a human being or to a dog owner if any current or previously owned dog of that owner has fatally injured a human being.

(c) A Restricted Dog Permit may be rescinded by the General Manager if the owner demonstrates that measures taken by the owner or changed circumstances have mitigated the danger to the public, including the permanent removal of the dog from the City.

(d) The Department may amend or revoke a Restricted Dog Permit and the dog license following a hearing if the owner has failed to comply with the terms, conditions or restrictions of the Permit or of the dog license.

#### **SEC. 53.34.4. DANGEROUS ANIMAL – PROCEDURES.** (Added by Ord. No. 162,537, Eff. 8/8/87.)

(a) **Hearing.** The Department shall conduct a hearing to determine whether or not a dog or other animal confined or impounded pursuant to Section [53.34.2](#) is a dangerous animal. The hearing shall be conducted in accordance with the procedures provided by Section [53.18.5](#).

(b) **Dangerous Animal – Declared.** The Department, after a hearing, may declare any dog or other animal to be a dangerous animal whenever it has bitten, attacked or caused injury to any human being or other animal.

(c) **Determination of Dangerous Animal – Evidence.** In making a determination that a dog or other animal is or is not dangerous, evidence of the following shall be considered:

1. Any previous history of the dog or other animal attacking, biting or causing injury to a human being or other animal;

2. The nature and extent of injuries inflicted and the number of victims involved;

3. The place where the bite, attack or injury occurred;

4. The presence or absence of any provocation for the bite, attack or injury;

5. The extent to which property has been damaged or destroyed;

6. Whether the dog or other animal exhibits any characteristics of being trained for fighting or attack or other evidence to show such training or fighting;

7. Whether the dog or other animal exhibits characteristics of aggressive or unpredictable temperament or behavior in the presence of human beings or dogs or other animals;

8. Whether the dog or other animal can be effectively trained or retrained to change its temperament or behavior;

9. The manner in which the dog or other animal had been maintained by its owner or custodian;

10. Any other relevant evidence concerning the maintenance of the dog or other animal;

11. Any other relevant evidence regarding the ability of the owner or custodian, or the Department, to protect the public safety in the future if the dog or other animal is permitted to remain in the City.

**(d) Dangerous Animal – Disposition.**

1. It shall be unlawful for any person to own, possess, harbor or keep any dog or other animal declared by the Department, after a hearing, to be dangerous.

2. Any dog or other animal declared by the Department to be dangerous, if not already impounded by the Department, shall be immediately surrendered to the Department, and it is the duty of the Department to take up and impound any such dog or other animal.

3. **(Amended by Ord. No. 164,477, Eff. 3/27/89.)** Any dog, or other animal, declared to be a dangerous animal shall be humanely destroyed. The General Manager shall sign an order authorizing the destruction of the dog or other animal within two (2) days after the time for appeal as provided in Section [53.18.5](#) (q)3 has passed without an appeal being filed.

In the event the Board has received and heard an appeal and made a determination that the dog or other animal is a dangerous animal, copies of that Board action shall be served upon the General Manager and appellant. Upon expiration of five days after completion of said service, the General Manager shall sign an order authorizing destruction of said dog or other animal.

**(e) Dog or Other Animal – Not Dangerous – Procedure. (Amended by Ord. No. 162,748, Eff. 9/24/87.)** If it is determined that the dog or other animal is not dangerous, but that the bite, attack or injury was the result of improper or negligent training, handling or maintenance, the dog license or animal permit may:

1. Be revoked if it is determined that the owner or custodian is unable or unwilling to properly train, handle or maintain the dog or other animal and a similar incident is likely to occur in the future without proper training, handling or maintenance, or

2. Be reissued with reasonable terms, conditions or restrictions imposed for the training, handling or maintenance of the dog or other animal to protect the public health, safety and welfare if it is determined that the owner or custodian is able and willing to properly train, handle or maintain the dog or other animal and a similar incident is not likely to occur in the future with proper training, handling or maintenance.

**(f) Revoked License – Previously Impounded or Confined.**

1. If a dog or other animal has been impounded or confined pursuant to Section [53.34.2](#) and its license or permit has been revoked pursuant to (e)1 above and the owner or custodian wishes to reclaim and remove it from the City of Los Angeles, the Department shall release it provided that the notice provisions of Section [53.18.5](#) (p) are complied with prior to its release and further provided that the dog or other animal is taken to its new location immediately and directly upon its release from impound or confinement. Failure to remove the dog or other animal immediately and directly from the City upon release from impound or confinement is a misdemeanor.

2. Any dog or other animal which has previously been impounded or otherwise confined and which has not been claimed within five (5) calendar days of service of a notice of revocation of its license or permit shall be deemed abandoned and shall be disposed of by the Department in accordance with this article. Notwithstanding the above, the owner may enter into a written agreement with the Department to take additional time to remove, or to cause the dog or other animal to be removed, to a new location outside the City. Such additional time shall not exceed ten

animal to be removed, to a new location outside the City. Such additional time shall not exceed ten (10) days. For each additional day agreed to, the pound fees required by Section [53.12](#) shall be paid prior to the release of the dog or other animal.

(g) **Animal Identification.** Any dog or other animal subject to this section must be permanently identified by the Department by the use of photographs or permanent marking, or both, prior to its release from impound or confinement.

(h) **New License Prohibited. (Amended by Ord. No. 165,507, Eff. 3/25/90.)** Any person whose dog or other animal has been declared dangerous or whose license or permit has been revoked pursuant to this section shall not have the privilege to own, possess, control or be in charge of any animal of the species whose license or permit has been revoked or whose animal has been declared dangerous for a period of three (3) years from the date the decision becomes final and the Department shall not issue, re-issue or renew any license or permit except that a dog license may be issued as provided by Section [53.18.5](#)(r).

#### **SEC. 53.35. ANIMALS – TRANSPORTATION OF.**

No person shall transport or carry on the running board of any motor vehicle or outside of the portion of any motor vehicle designed for passengers or of the tonneau or body thereof any animal unless such animal is protected by a framework or other device which will prevent such animal from falling off or being thrown from such motor vehicle during the operation thereof.

#### **SEC. 53.36. RESISTING OFFICERS OR EMPLOYEES.**

No person shall hinder, resist or oppose the General Manager or employees or representatives of the Department or any police officer in the performance of their duties under this article, or conceal or secrete any unlicensed dog from any such officer or person. **(Amended by Ord. No. 133,983, Eff. 4/10/67.)**

#### **SEC. 53.37. DOGS – EXEMPTIONS.**

The provisions of Sections [53.15](#) and [53.15.3](#) shall not apply to any dog owned by, or in charge or care of, any person who is a non-resident of this City and either traveling through this City or temporarily residing in this City for a period not to exceed thirty days or to any dog brought temporarily to this City for the exclusive purpose of entering the animal in a bench show or dog exhibition and kept exclusively at such bench show or dog exhibition while in this City. **(Amended by Ord. No. 162,538, Eff. 8/27/87.)**

#### **SEC. 53.38. WILD ANIMALS – KEEPING – PERMIT.** **(Amended by Ord. No. 133,983, Eff. 4/10/67.)**

No person shall have, keep or maintain any wild, exotic, dangerous or non-domestic animal or reptile without first applying to and receiving from the Department a permit so to do.

Provided, however, that the keeping or maintenance of such animals shall conform to the zoning regulations set forth in [Article 2, Chapter I](#) of this Code.

**SEC. 53.39. WILD ANIMALS – POWER OF DEPARTMENT OVER.**  
(Amended by Ord. No. 133,983, Eff. 4/10/67.)

The Department is hereby invested with the authority to issue permits to any person for the keeping or maintaining of any wild, exotic, dangerous or non-domestic animal or reptile when, in the opinion of the General Manager, any such animal or reptile may be kept or maintained without menacing the safety of any person or property; provided, however, that the Department may require any such animal or reptile to be properly caged or secured or may make additional rules or regulations regulating the keeping or maintaining of any such animal or reptile, and may revoke any such permit for any violation of any of the provisions of this article or of any of the rules and regulations of the Department, or when, in the opinion of the General Manager, the safety of any person or property is menaced by the keeping of any such animal or reptile.

Provided further, that the Department shall also have authority to issue permits for the keeping or maintaining, on a temporary basis, of all types of wild animals or reptiles in connection with a circus, amusement enterprise or animal exhibition when located in a zone wherein such uses are permitted pursuant to [Article 2, Chapter I](#) of this Code.

Revocation of permits shall follow the procedure outlined in Sec. [22.02](#) of this Code.

**SEC. 53.40. BULL FIGHTS.**

No person shall promote, stage, hold, manage, conduct or carry on, any bull fight, bull dodging contest, or any contest, game or fight of a similar nature.

**SEC. 53.41. ANIMALS – FOOD POISONING.**

No person shall place, leave or expose, in any place accessible to birds, fowls, domestic animals, dogs, cats or other such animals with the intent to kill or harm such birds, fowls, or animals, any poisonous substance or ingredient, or any edible or any other substance or ingredient which has in any manner been treated or prepared with any poisonous substance or ingredient.

**SEC. 53.42. ANIMALS, SALE OF – AS NOVELTIES – ON STREETS.**

(a) It shall be unlawful for any person to display, sell, offer for sale, barter or give away, upon any street or sidewalk, or other public place in the City of Los Angeles, any rabbits, baby chicks, ducklings or other fowl, as pets or novelties, whether or not dyed, colored or otherwise artificially treated.

(b) No person shall sell, offer for sale, barter or display any rabbits, baby chicks, ducklings or other fowl which have been dyed, colored or otherwise treated so as to impart to them an artificial color.

(c) No person shall sell, offer for sale, barter or give away any rabbits, baby chicks, ducklings or other fowl unless such person provides proper brooder facilities for the care of such baby chicks, ducklings or other fowl during the time they are in the possession of such person.

(d) No person shall sell, offer for sale, barter or give away any rabbits, baby chicks, ducklings or other fowl under four weeks of age in any quantity less than six.

(e) This section shall not be construed to prohibit the display or sale of rabbits, natural chicks

(c) This section shall not be construed to prohibit the display or sale of rabbits, natural snakes, ducklings or other fowl, in proper facilities by dealers, hatcheries or stores engaged in the business of selling the same, to be raised for food purposes.

(f) It shall be unlawful for any person to display, sell, offer for sale, barter or give away, upon any street or sidewalk of the City of Los Angeles, as pets or novelties: (1) any fish, turtle, snake, lizard, chameleon or other reptile; (2) any bird, cat, dog, fowl, guinea pig, rodent or other animal.

(g) This section shall not be construed to prohibit the display or sale of animals, birds, fish or reptiles legally for sale in licensed pet shops, kennels, aviaries or fish hatcheries.

(h) It shall be unlawful for any person to purchase, offer to purchase, barter or receive without cost, upon any street or sidewalk of the City of Los Angeles or other public place in the City of Los Angeles: (1) any baby chicks, ducklings, birds or other fowl; (2) any fish, turtle, snake, lizard, chameleon or other reptile; or (3) any rabbit, cat, dog, guinea pig, rodent or other animal. **(Added by Ord. No. 181,851, Eff. 9/25/11.)**

(i) A violation of this Section may also be enforced by means of an administrative citation and penalty in the amount of \$250.00 for the first violation, \$500.00 for the second violation and \$1,000.00 for the third violation. **(Added by Ord. No. 181,851, Eff. 9/25/11.)**

#### **SEC. 53.43. PIGEONS – FEEDING – RESTRICTED AREA.** **(Amended by Ord. No. 160,083, Eff. 8/3/85.)**

No person shall feed any pigeons upon any public street or sidewalk or in any public park in that portion of this City bounded and described as follows:

Beginning at the intersection of the center line of First Street with the center line of Los Angeles Street; thence southwesterly along the center line of Los Angeles Street to the center line of Eighth Street; thence northwesterly along the center line of Eighth Street to the center line of Main Street; thence southwesterly along the center line of Main Street to the center line of Ninth Street; thence northwesterly along the center line of Ninth Street to the center line of Olive Street; thence northeasterly along the center line of Olive Street to the center line of Eighth Street; thence northwesterly along the center line of Eighth Street to the center line of Flower Street; thence southwesterly along the center line of Flower Street to the center line of Ninth Street; thence northwesterly along the center line of Ninth Street to the center line of Figueroa Street; thence northeasterly along the center line of Figueroa Street to the center line of Sixth Street; thence southeasterly along the center line of Sixth Street to the center line of Olive Street; thence northeasterly along the center line of Olive Street to the center line of First Street; thence southeasterly along the center line of First Street to the point of beginning.

#### **SEC. 53.44. VETERINARIES - NOTICES OF DEATH OF ANIMALS.**

Every person owning or operating any veterinary hospital or other establishment for the treatment of animals, shall notify the owner of any animal left in such hospital or institution for treatment, of the death of such animal, within twenty-four (24) hours after the death, provided the address of the owner has been filed in the office of the veterinary hospital or other institution.

#### **SEC. 53.45. VETERINARIES - RETENTION OF DEAD ANIMALS.**

Every person owning or operating any veterinary hospital or other establishment for the treatment of animals, shall hold any animals which die therein for a period of twelve (12) hours after

of animals, shall hold any animals which are therein for a period of twelve (12) hours after notification of the death of such animal has been sent to the owner thereof.

#### **SEC. 53.46. WILD BIRDS – IMPOUNDING – CRATING.**

(a) No person shall impound any wild or domestic fowl or bird unless provision is made by such person, for the proper feeding and the furnishing of water to such fowl or bird at intervals not longer than twelve hours apart.

(b) No person shall impound any wild or domestic fowl or bird in a crate, box or other enclosure, which crate, box or other enclosure, is less than twice as large in floor space or standing room as the total size of all fowls or birds which may be impounded therein, and which is not sufficiently high to permit each fowl or bird impounded therein to stand in a natural erect position.

#### **SEC. 53.47. BREEDING ANIMALS – ENCLOSURES.**

No person shall let to a mare any stallion or jack, or let to a cow any bull, or let to a sow any boar, or let to a bitch any dog, or let to a nanny goat any goat, except within an enclosure so arranged as to obstruct such animals entirely from the view of all persons outside of such enclosure.

#### **SEC. 53.48. SONG BIRDS – KILLING.**

No person shall kill any song bird or destroy or rob the nest of any such bird.

#### **SEC. 53.49. DOGS - DOG DEFECATION TO BE REMOVED BY OWNERS.** **(Title and Section Amended by Ord. No. 151,707, Eff. 12/29/79.)**

It shall be unlawful for the owner or person having custody of any dog to fail to immediately remove and dispose of in a sanitary manner, by replacing in a closed or sealed container and depositing in a trash receptacle, any feces deposited by such dog upon public or private property, without the consent of the public or private owner or person in lawful possession of the property, other than property owned or controlled by the owner or person having custody of such dog. The provisions of this subsection shall not apply to a blind person being accompanied by a guide dog. Notwithstanding any other provision of this Code, every violation of any of the provisions of this section shall be an infraction, punishable by a fine of \$20.00.

#### **SEC. 53.50. DOG KENNELS, ETC.**

(a) **Permit Required. (Amended by Ord. No. 170,171, Eff. 1/20/95.)** No person, without first obtaining a permit therefor in writing from the Department, shall keep, conduct or operate within the City of Los Angeles any dog kennel, cat kennel, pet shop, zoo, animal rental establishment, animal grooming parlor, riding academy, livery stable, boarding stable, pony ring or pony ride, horse market, mule market, circus, rodeo, pet show, cat show, animal acts or exhibitions, alligator farm, ostrich farm, wild animals, miscellaneous animal or reptile establishment, or carrier and homing pigeons which are to be liberated for exercise or racing.

(b) **Application – Contents of.** Each application for permit hereunder shall be in writing upon

a form to be furnished by the Department, and shall contain such information as the General Manager, by rule or regulation shall require. **(Amended by Ord. No. 133,983, Eff. 4/10/67.)**

All permits issued by the Department as required by this article shall expire one year from the date of issuance, unless sooner revoked or suspended, or unless the holder of such permit changes the location of his place of business, or sells, assigns, transfers or otherwise disposes of such business or his interest therein for a period of 30 days. **(Amended by Ord. No. 150,576, Eff. 3/26/78, Oper. 7/1/78.)**

Upon the expiration of any permit and within thirty days thereafter, the permittee shall apply for and secure a renewal of the permit in the manner provided for in this article upon paying the proper fees. Upon failure to make application for renewal of such permit within the time herein provided, the applicant shall pay, in addition to the regular permit fee, a penalty of 15% of any such renewal fee. **(Amended by Ord. No. 133,983, Eff. 4/10/67.)**

All permits issued hereunder shall be kept posted in a conspicuous place. **(Amended by Ord. No. 133,983, Eff. 4/10/67.)**

(c) **Investigation.** Upon the filing of each application hereunder, either for an original permit or a renewal thereof, the Department shall make such investigation as it deems proper. It shall then issue a permit to the applicant if it finds that: **(Amended by Ord. No. 133,983, Eff. 4/10/67.)**

1. The keeping of animals, or the conduct or operation of the business for which the permit is requested, and at the place set forth in the application, will not violate any law or ordinance of this City, or any law of the State of California; and

2. The keeping of animals, or the conduct or operation of the business for which the permit is requested will not constitute a menace to the health, peace or safety of the community; and

3. The premises and establishment where animals are to be kept is maintained in a clean and sanitary condition, and that animals will not be subject to needless suffering, unnecessary cruelty or abuse; and

4. The applicant has not had a permit revoked within one year prior to the application.

(d) **Revocation or Suspension – Grounds – Procedure.** Any permit issued hereunder may be revoked or suspended under the procedure outlined in Sec. [22.02](#) of this Code, if, after due investigation, the Department finds: **(Amended by Ord. No. 133,983, Eff. 4/10/67.)**

1. That the permittee, his agent, or employee, has been convicted of any offense involving the violation of Section 597 of the Penal Code of the State of California, or any provision of this article; or

2. That the permittee, his agent, or employee, has, at the place for which the permit was issued, failed to provide any animal, fowl or reptile in his possession, care or control, with proper and sufficient food, drink, shelter, or protection, or subjected any such animal, fowl or reptile to needless suffering, unnecessary cruelty, or abuse; or

3. That the permittee, his agent, or employee, has failed to maintain the premises in a clean and sanitary condition; or

4. That the permittee, his agent, or employee, has violated any rule or regulation of the Department. **(Amended by Ord. No. 133,983, Eff. 4/10/67.)**

(e) **Rules and Regulations.** The General Manager is hereby authorized and empowered to adopt such rules and regulations as he deems reasonably necessary to carry out the purpose of this article, and to insure the maintenance of approved and humane conditions at any place for which a

article, and to insure the maintenance of approved and humane conditions at any place for which a permit is granted hereunder. A copy of such rules and regulations shall be furnished to each applicant for a permit upon the filing of his application. **(Amended by Ord. No. 133,983, Eff. 4/10/67.)**

(f) **Permit Fees. (Amended by Ord. No. 181,341, Eff. 11/14/10.)** The Department, before receiving any application for granting of any permit required by this Section, shall require the payment of an annual permit fee of the type and in the amount set forth in this Section as follows, or as revised in the manner set forth in Subsection (a) of Section [53.12](#):

1. Dog Kennel \$305.00
2. Cat Kennel \$290.00
3. Pet Shop \$290.00
4. Zoo \$185.00
5. Animal Rental Establishment \$265.00
6. Pet Show, Dog Show, Animal Acts or Exhibitions \$425.00
7. Alligator Farms, Ostrich Farms and Wild Animals \$290.00
8. Miscellaneous Animals or Reptile Establishment \$205.00
9. Circus \$4,000.00
10. Rodeo \$1,660.00
11. Homing Pigeons \$290.00
12. Riding Academy, Livery Stable, Board Stable, Pony Ride, Horse Market or Mule Market \$325.00
13. Animal Grooming Parlor \$160.00
14. Filming with Animals \$300.00

The fees imposed herein for a pet show or a dog show shall be waived in the event that such show is held in a public park.

#### **SEC. 53.51. VACCINATION OF DOGS REQUIRED.**

Every person who owns or harbors any dog over the age of four months in the city shall have such dog vaccinated against rabies by a duly licensed veterinarian of his choice, or at a Vaccination Clinic sponsored by the Southern California Veterinary Medical Association, except as provided in Section [53.52](#). **(Amended by Ord. No. 127,508, Eff. 6/29/64.)**

#### **SEC. 53.52. EXEMPTIONS.**

**(Amended by Ord. No. 106,995, Eff. 3/24/56.)**

Notwithstanding any provision to the contrary herein, no dog need be vaccinated for rabies where:

where.

(1) A licensed veterinarian has examined the dog and certified that at such time vaccination would endanger the dog's health because of its age, infirmity, debility, or other physiological consideration; and

(2) Such certificate is presented to the Health Officer within five days of such examination; and

(3) The Health Officer concurs in the opinion of the veterinarian contained in such certificate and endorses on such certificate his approval thereof, such certificate must bear the date of issuance and must be renewed each year; or

(4) The dog is kept in the house, or in a fenced yard adequate to confine the animal at all times and the owner or person in charge of control of the dog furnishes the Department with his signed statement to that effect, or

(5) The dog, meeting the above requirements, is kept on a leash in accordance with the existing city leash law.

 **SEC. 53.53. DUTY OF VETERINARIANS PERFORMING VACCINATIONS.**  
(Amended by Ord. No. 181,882, Eff. 10/30/11.)

Each duly licensed veterinarian, after vaccinating any dog, shall sign a certificate containing the following information:

1. The name and address of the owner or custodian of the vaccinated dog;
2. The kind of vaccine used and the date of the vaccination;
3. The year and serial number of the dog tag;
4. The breed, age, color and sex of the vaccinated dog; and
5. Such other information as the General Manager may require or such other information as may be required by State law.

The veterinarian shall immediately present one copy of the rabies vaccination documentation to the owner of the vaccinated dog. A second copy shall be forwarded to the Department of Animal Services within five (5) calendar days after the end of the month in which the vaccination was administered, on a form and in a manner prescribed by the Department, including but not limited to electronic transmission or facsimile, consistent with State law. A copy of the certificate shall also be retained by the veterinarian.

 **SEC. 53.54. VACCINATION CERTIFICATES, PROOF OF STERILIZATION AND OTHER PROOF TO BE RETAINED BY OWNER.**  
(Title and Section Amended by Ord. No. 181,882, Eff. 10/30/11.)

A copy of the vaccination certificate or other proof of vaccination and proof of sterilization or proof of exemption from sterilization, in a form acceptable to the Department, shall be retained by the owner or custodian of any dog and where applicable, for any cat, for inspection by the authorized representatives of the Department.

### **SEC. 53.55. DOGS ON BEACHES PROHIBITED – EXCEPTION.**

**(Added by Ord. No. 123,426, Eff. 1/24/63.)**

(a) Notwithstanding any other provisions of this Code, no person shall take any dog upon any public beach in the City of Los Angeles, nor shall any person owning or having charge, care or control of any dog cause, permit or allow such dog to be upon any such beach.

(b) The provisions of this section shall not apply to dogs which have been especially trained for and are used as

(1) guide dogs for the blind,

(2) signal dogs for the hearing impaired and

(3) service dogs for persons with disabilities other than visual or hearing, while such dogs are being used for such purposes. **(Amended by Ord. No. 170,442, Eff. 5/4/95.)**

(c) Notwithstanding any other provision of this Code, violation of this section is an infraction. **(Added by Ord. No. 153,590, Eff. 5/11/80.)**

### **SEC. 53.56. IMPORTED DOGS.**

Every person bringing any dog into the City shall comply with the laws, rules and regulations of the State of California and the City of Los Angeles relating to dogs. Any dog brought into the City which has not been vaccinated within thirty (30) months with an approved vaccine prior to importation shall be vaccinated in accordance with the provisions of this article within thirty (30) days after its arrival in the City. If the imported dog remains in the City for more than thirty (30) days, the dog shall be licensed in accordance with the provisions of this article. A certificate of vaccination issued by a duly licensed veterinarian from other jurisdiction for the specific dog, establishing vaccination with a vaccine approved by and in a manner prescribed by the State Department of Health, may be accepted by the Department of Animal Services as evidence of vaccination. **(Amended by Ord. No. 150,337, Eff. 1/1/78.)**

### **SEC. 53.57. UNLAWFUL POSSESSION – CERTIFICATES.**

**(Amended by Ord. No. 129,259, Eff. 2/19/65.)**

Only those persons who own or harbor a dog duly vaccinated in accordance with the provisions of this article, or meet exemption qualifications shall possess the completed vaccination certificates.

It shall be unlawful for any person except a licensed veterinarian, or a licensed vendor of the vaccine to make use of or have in his possession any uncompleted vaccination certificate. It shall be unlawful for any person to make use of or have in his possession a stolen or counterfeit vaccination certificate.

### **SEC. 53.58. RULES AND REGULATIONS.**

The General Manager may adopt and enforce reasonable rules and regulations to carry out the purposes of this article. The General Manager may amend such rules and regulations from time to time. Such rules and regulations and amendments thereto shall take effect upon publication in a newspaper of general circulation in this City. Violation of such rules and regulations shall be a misdemeanor. **(Amended by Ord. No. 133,983, Eff. 4/10/67.)**

#### **SEC. 53.59. ANIMALS – DISTANCES – SEPARATION FROM DWELLING.**

The Department shall, by its rules, establish the minimum distance from dwellings, churches, schools, office buildings, business establishments and other occupancies, within which animals, and the cages, coops, or other enclosures required for their keeping may be maintained. **(Amended by Ord. No. 133,983, Eff. 4/10/67.)**

Notwithstanding the above, the minimum distance between dwellings and structures and enclosures for the housing of equines, or equine uses of land shall be governed by [Chapter I, Article 2](#) of the Los Angeles Municipal Code. **(Para. added by Ord. No. 170,321, Eff. 3/5/95.)**

#### **SEC. 53.60. CARRIER AND HOMING PIGEONS – PERMITS.**

**(Added by Ord. No. 127,508, Eff. 6/29/67.)**

No person shall liberate, for exercise or racing, carrier or homing pigeons unless a permit to do so has been first obtained from the Department. **(Amended by Ord. No. 150,337, Eff. 1/1/78.)**

#### **SEC. 53.62. ANIMALS; BURIAL OF.**

(a) Except as otherwise provided in this section, no person in whose possession any animal or fowl dies shall fail or neglect to notify forthwith the Board of Public Works, at the refuse station maintained by said Board, of the presence of a dead animal or fowl, and the address where the carcass thereof may be found. **(Amended by Ord. No. 143,146, Eff. 4/27/72.)**

(b) No person shall bury any animal or fowl in the City except in an established cemetery. The death of any such animal or fowl which is to be buried in any such cemetery need not be reported to the Board of Public Works as in this section provided. **(Amended by Ord. No. 127,508, Eff. 6/29/64.)**

(c) The provisions of Subsections (a) and (b) of this section do not apply when the animal or animals that died were determined before or after their deaths to have had Exotic Newcastle Disease by one or more persons then engaged in a program instituted by the Animal and Plant Health Service of the United States Department of Agriculture to eradicate Exotic Newcastle Disease. **(Amended by Ord. No. 143,378, Eff. 5/15/72.)**

#### **SEC. 53.63. BARKING DOG NOISE.**

**(Amended by Ord. No. 162,538, 8/27/87.)**

It shall be unlawful for any person to permit any dog or dogs under his or her charge, care, custody or control to emit any excessive noise after the Department has issued a written notice advising the owner or custodian of the alleged noise and the procedures as set forth below have been followed. For purposes of this section, the term "**excessive noise**" shall mean noise which is unreasonably annoying, disturbing, offensive, or which unreasonably interferes with the comfortable enjoyment of life or property of one or more persons occupying property in the community or neighborhood, within reasonable proximity to the property where the dog or dogs are kept. The noise must be continuously audible for ten (10) minutes or intermittently audible for thirty (30) minutes within a three (3) hour period. However, the provisions of this section shall not apply to any commercial animal establishment permitted by zoning law where located. The

apply to any commercial animal establishment permitted by zoning law where located. The Department is responsible for enforcement of the provisions of this Section as follows: **(Amended by Ord. No. 181,930, Eff. 12/11/11.)**

**(a) First Complaint. (Amended by Ord. No. 181,930, Eff. 12/11/11.)**

1. Upon receiving a written complaint involving a whining, barking, howling, or similar dog noise, the Department shall issue a written notice to the owner or person having charge, care, or custody (hereinafter in this Section referred to as the owner) of the dog or dogs advising that person of the noise complaint and requesting immediate abatement of any excessive noise.

2. Complaints to the Department must be submitted in writing, and shall include the name, address and telephone number of the complainant(s) as well as the address of the dog owner and a description of the noise.

**(b) Second Complaint. (Amended by Ord. No. 181,930, Eff. 12/11/11.)**

1. If, within 15 days from the issuance of the written notice pursuant to (a) above, a second complaint is received from the complainant along with a written complaint from an additional complainant residing in a separate residence within reasonable proximity to the dog(s), the Department shall, by written notice, require the complainant or complainants and the owner of the dog or dogs to appear at a meeting before a Department representative to discuss possible ways and means to resolve the problem. The Department may proceed with a meeting based on a second complaint from only one complainant if the Department determines that the noise affects that complainant. If the problem remains unresolved, the matter shall be set for hearing as provided by Section [53.18.5](#).

2. If the owner fails to appear before the Department representative, and there is evidence that the dog or dogs have emitted excessive noise, the problem shall be deemed unresolved, and the matter set for hearing as provided by Section [53.18.5](#).

**(c) New License Prohibited. (Amended by Ord. No. 165,507, Eff. 3/25/90.)** Any person whose dog license has been revoked pursuant to this section shall not have the privilege to own, possess, control or be in charge of any dog for a period of one (1) year from the date the decision becomes final and the Department shall not issue, reissue or renew any license except as provided by Section [53.18.5](#)(r).

**(d) Notice Requirements.** Notice required pursuant to this section shall be given in the manner provided by Section [53.18.5](#)(g)

**(e) Exemption. (Added by Ord. No. 172,735, Eff. 9/9/99.)** This section shall not apply to any person using guard and/or sentry dogs on lots zoned CCS, M1, M2, MR1, and MR2, as long as that person, at the time when the complaint of excessive noise is lodged with the Department, is in full compliance with the requirements of Sections [53.64](#) and [53.66](#) of this Code.

** SEC. 53.64. REGULATION OF SENTRY DOG SERVICES.**

**(Title and Section amended by Ord. No. 157,093, Eff. 11/6/82.)**

**Purpose of Section** – The need for technical skill, training and experience, and other fundamental qualities and qualifications in persons engaged in the business of providing sentry dog services, of training sentry dogs, and of handling sentry dogs having been established and demonstrated, and in order to safeguard the health and safety of the general public, of persons who acquire such dogs and of the dogs themselves, it is the purpose of the City of Los Angeles, in enacting this ordinance, to make appropriate provision for the licensing and regulation of sentry dog businesses, trainers, handlers, and owners.

## **A. Definitions.**

(1) **“Sentry Dog”** means any dog trained to guard, protect, patrol or defend any premises, area or yard, or any dog trained as a sentry or to protect, defend or guard any person or property or any dog which is schutzhund or any similar classification.

(2) **“Trainer”** means any person who engages in the practice of training a sentry dog in or for placement in the City of Los Angeles.

(3) **“Handler”** means any person who has custody of sentry dogs for transportation, placement, drop-off, or pickup to or at a location within the City of Los Angeles as part of a sentry dog service.

(4) **“Sentry Dog Service”** means engaging in the business of providing sentry dogs in the City of Los Angeles.

(5) **“Person”** means any individual, partnership, firm, joint stock company, corporation, association, trust, estate, or other legal entity.

(6) **“Owner”** means any person who has purchased or obtained legal custody of a sentry dog.

(7) **“Licensee”** means any person licensed pursuant to the provisions of this section.

## **B. Licensing.**

(1) No person shall engage in the business of providing sentry dog service in the City of Los Angeles, or engage in the practice of training sentry dogs or hold himself or herself out as being able to do so, or act as a handler, unless licensed pursuant to this section.

(2) No person shall own or have the care or custody of a sentry dog unless the person has secured a sentry dog license, tag, and identification number from the Department of Animal Services. The fee for each sentry dog license shall be fifty dollars (\$50.00) per year (**Fee Amended by Ord. No. 170,171, Eff. 1/20/95.**). The payment of the fee for the sentry dog license shall be in lieu of the dog license tax imposed by Section [53.15](#) of this article.

(3) The General Manager of the Department of Animal Services shall establish such standards as he or she deems necessary and proper to carry out the purposes of this section in determining the fitness of applicants for sentry dog trainer or handler, and for the sentry dogs themselves, and shall promulgate rules and regulations to effectuate the licensing and tagging of each dog as are deemed necessary. Each applicant for sentry dog trainer or handler shall satisfy the General Manager that he or she is qualified by training or experience to train or handle sentry dogs, to provide humane care and treatment of all dogs under his or her jurisdiction, and that he or she has adequate facilities for such training or handling. In formulating such standards, the General Manager shall seek the assistance of a committee of not less than three persons knowledgeable in the field of sentry dog training. Such standards shall include veterinary and health care standards to be observed by trainers and handlers. The General Manager shall appoint the members of the committee for three year terms. The initial appointments to the committee shall consist of one member for a one year term, one member for a two year term, and all other members for a three year term. The members of the committee may be replaced by the General Manager, without cause, prior to the expiration of their terms.

**C. Rules and Regulations.** Pursuant to the procedures set forth in the Los Angeles Municipal Code the General Manager may make such rules and regulations as are reasonably necessary to:

(1) Establish the procedures and responsibilities of the committee;

(2) Establish and administer an examination of applicants for a license to train or handle sentry dogs. Any person possessing a license to train sentry dogs may also handle sentry dogs without the necessity of a handler's license;

(3) Issue annual licenses for sentry dog services, trainers, and handlers;

(4) Regulate the annual renewal of licenses including the necessity of reexamination of trainers and handlers.

#### **D. Application For Licenses.**

(1) An application for a license to operate, maintain, and conduct a sentry dog service in the City shall be filed together with an application fee of two hundred dollars (\$200.00) **(Fee Amended by Ord. No. 170,171, Eff. 1/20/95.)** with the Department of Animal Services. An annual fee of one hundred dollars (\$100.00) **(Fee Amended by Ord. No. 170,171, Eff. 1/20/95.)** shall be required for the renewal of a business license. The application shall state the name, address and type of organization of the sentry dog service, its method of operation, the names, addresses and physical description of its officers, proprietors, and employees, and such other identification and information including, but not limited to, fingerprints and recent photographs of the applicant, its officers, proprietors, and employees as may be deemed necessary by the General Manager of the Department of Animal Services.

(2) The application for a license to conduct a sentry dog service in the City, and each annual renewal request, must be accompanied by a surety bond underwritten by a corporate surety admitted to do business in California, in a form approved by the City Attorney, in the sum of \$15,000.00 blanket coverage for each and all employees, officers, and proprietors of the sentry dog service. The bond shall be conditioned upon the faithful and honest conduct of the business of sentry dog service by the licensee and also conditioned upon faithful compliance with all of the ordinances of the City and the laws of the State of California, in force, or which may thereafter be adopted. The licensee and sureties named in the bond, and their successors and assigns, shall be jointly and severally liable to the City and to any person, firm or corporation for damages suffered by reason of the wrongful acts of the licensee, its officers, employees, or proprietors in breach of the condition of the bond. The bond shall not be void upon any one or more recoveries thereunder, but may be sued and recovered upon from time to time by any person, firm or corporation aggrieved or damaged, to the extent thereof. The bond shall be renewed to its original amount on each anniversary. Notice of any proposed cancellation of the bond shall be sent by registered mail to the Insurance and Bonds Section of the Office of the City Attorney and to the Department of Animal Services not less than 30 days in advance of the cancellation date.

(3) A sentry dog service shall furnish evidence of the following insurance with the Department of Animal Services upon request: workers' compensation, general liability, and automobile liability.

(4) Each applicant for a sentry dog trainer license shall be a natural person and have at least 2000 hours of actual commercial experience as a trainer and have trained seven (7) dogs; or an equivalent amount of experience, as determined by the committee or General Manager. Each applicant for a sentry dog trainer license shall pay at the time of filing the application the sum of two hundred dollars (\$200.00) **(Fee Amended by Ord. No. 170,171, Eff. 1/20/95.)** to the Department of Animal Services. An annual fee of one hundred dollars (\$100.00) **(Fee Amended by Ord. No. 170,171, Eff. 1/20/95.)** shall be required for the renewal of a license.

(5) Each applicant for a sentry dog handler license shall be a natural person and shall pay a fee of one hundred dollars (\$100.00) at the time of filing the application. An annual fee of fifty dollars (\$50.00) shall be required for the renewal of a license.

**E. Necessity of License.** It shall be unlawful for any person to engage in any business or occupation licensed under this section within the City of Los Angeles unless such person holds a

occupation licensed under this section within the City of Los Angeles unless such person holds a valid and unimpaired license pursuant to the provisions of this section. Violation of any provision of this section is a misdemeanor.

**F. Denial of License.** The General Manager may refuse to issue a license to a sentry dog service, trainer, or handler on the grounds that the applicant, or an officer or managing employee of the applicant, has committed or sustained one of the following within the last five (5) years:

(1) Conviction of a crime. A conviction within the meaning of this section means a plea or verdict of guilty or a plea of nolo contendere. Any action which the General Manager is permitted to take following the establishment of a conviction may be taken when the time for appeal has elapsed, or the judgment of conviction has been affirmed or on appeal and is final, or when an order granting probation is made suspending the imposition of sentence, irrespective of a subsequent order under the provisions of Section 1203.4 of the Penal Code; or

(2) Any act involving dishonesty, fraud, or deceit with the intent to benefit oneself or another, or injure another; or

(3) Any act involving violence with the intent to benefit oneself or another, or injure another; or

(4) Any act involving cruelty to an animal; or

(5) Any act which if done by a licensee would be grounds for suspension or revocation of the license.

The General Manager may deny a license pursuant to this subsection only if the crime or act is related to the qualifications, functions or duties of a sentry dog service, trainer or handler. The General Manager may also refuse to issue a license under this section if the General Manager determines that the applicant has made any false statements or given any false information in connection with any application required under this section.

**G. Grounds for Suspension or Revocation of License.** The General Manager may suspend or revoke a license issued under this section if the General Manager determines that the licensee has:

(1) Made any false statement or given any false information in connection with an application for a license, renewal of a license, or reinstatement of a license;

(2) Violated any provision of this Article;

(3) Violated any rule or regulation of the General Manager adopted pursuant to the authority contained in this section;

(4) Committed any act which would be grounds for denial of a license;

(5) A sentry dog service has employed or permitted a person to act as a sentry dog trainer or handler within the City of Los Angeles, as defined in this section, who is not in possession of a valid license issued pursuant to this section.

**H. Revocation or Suspension of License.** Any license issued under this section may be revoked or suspended under the procedure contained in Section [22.02](#) of the Los Angeles Municipal Code.

**I. Qualification of a Dog.** No person shall sell, give away or let for hire any sentry dog unless the following requirements have been met:

(1) The dog has been immunized against distemper and rabies;

- (2) A certificate of rabies vaccination is current and valid, issued by a licensed veterinarian.

**J. Identification Tag.** Every trainer, handler, or owner of a sentry dog shall see to it that such sentry dog wears a clearly visible tag issued by the Department of Animal Services. Such tag shall have stamped or printed thereon the words "Sentry Dog, City of Los Angeles, Department of Animal Services, Fiscal Year...., if found, call 485-5763." Such tag shall be suspended not less than three quarters of an inch and not more than two inches from the collar worn by the dog. Said collar shall be composed of leather affixed with suitable metal buckle or metal training collar (choke chain) to prevent loss of identification tag. Lost or stolen tags shall be reported to the Department and shall be immediately replaced by the Department at a reasonable replacement cost.

**K. Report of Transfer, Loss or Theft Required.**

(1) Any person who sells, leases, rents, gives away or otherwise transfers ownership or possession of any sentry dog shall, within ten days of the transfer, file a report with the General Manager on a form prescribed by him or her, containing the name and address of the person to whom such dog was transferred, a description and registration or identification number of the dog, and any other information the General Manager deems appropriate.

(2) Any person whose sentry dog is lost, stolen, or whose dog dies or is seriously injured shall, within three days of the loss, theft, injury or death, file a report with the General Manager, on a form prescribed by him or her containing a description and registration or identification number of the dog and any other information the General Manager deems appropriate.

(3) Any humane society, animal shelter, boarding kennel, pet shop, veterinarian or other person who receives a stray sentry dog, tagged or otherwise identified as sentry dog, other than a bona fide sale or other transfer as described under subdivisions in this section shall immediately notify the General Manager of the receipt, giving all particulars. Any dogs received by any humane society, animal shelter, boarding kennel, pet shop, veterinarian or other person under such circumstances shall be returned to the sentry dog owner or returned to the Department of Animal Services for legal disposition.

**L. Inspection of Premises.** Premises used for training or sale of sentry dogs and records thereof shall be open for inspection at reasonable hours by any employee of the Department charged by the General Manager with the duty of making inspections for the purpose of inspecting said premises or records to insure compliance with the requirements of this section and the rules and regulations adopted by the General Manager.

**SEC. 53.65. MAIMING, INJURING OR KILLING ANIMALS DURING PERFORMANCE.**

**(Added by Ord. No. 157,669, Eff. 6/11/83.)**

(a) No person shall knowingly maim, injure or kill any animal that is used in any theatrical, motion picture, television or other performance or production. Nor shall any person use or cause, permit or allow the use of any device machine or contrivance to maim injure or kill any animal in such a performance or production

(b) No person shall use or work any animal in any theatrical, motion picture, television or other performance or production without first obtaining a permit from the Department under the procedures contained in Section [53.50](#) of this article. However, any person in possession of a permit for Animal Acts or Exhibitions, Circus or Rodeo under this article shall not be required to obtain a permit under this section for the same activities. The Department before investigating any applications for a permit under this section shall require the payment of a fee in the amount of \$160.00. **(Amended by Ord. No. 168,590, Eff. 3/21/93.)**

 **SEC. 53.66. GUARD DOGS.**

(Added by Ord. No. 159,914, Eff. 7/5/85.)

**Purpose of Section** – In order to safeguard the health and safety of the General Public from the danger of guard dogs used by industrial or commercial establishments and to insure the humane treatment of such guard dogs, it is the purpose of the City of Los Angeles in enacting this ordinance to make appropriate provisions for the regulation of guard dogs.

**A. Definitions.**

(1) **“Guard Dog”** means any dog kept, used or maintained on any commercial or industrial premises or any dog kept, used or maintained on any industrial or commercial premises to guard, protect, patrol or defend any property or person other than a sentry dog licensed under Section [53.64](#) of this Code.

(2) **“Premises”** means any industrial or commercial property, building, structure, business, firm, facility, or enterprise.

**B. Required Signs and Information.** No person shall keep, use or maintain any guard dog on any premises governed by this section unless the premises are posted to warn of a guard dog on the premises. The warning shall consist of a sign placed at each entrance and exit to the premises and in a position to be legible from the sidewalk or ground level adjacent to the sign. If the premises are not enclosed by a wall or fence, a sign shall be placed at every entrance and exit to each structure on the premises. Each sign shall measure at least 10" × 14" and shall contain block lettering on a white background stating “Warning Guard Dog on Duty”. The sign shall have a universal depiction of a silhouette of a dog with its mouth open and its teeth bared. In addition, the sign shall set forth the name, address and phone number of the person or persons to be notified during any hour of the day or night who will proceed immediately to the location to permit entry to the premises by any authorized representative of the Department. This section shall not apply to signs required by Section [53.33](#)(b) governing sentry dogs. (Amended by Ord. No. 175,453, Eff. 10/26/03.)

**C. Immunization.**

(1) No person shall keep, use or maintain any guard dog on any premises unless each dog has been vaccinated against rabies as required by Section [53.51](#) of this code and each dog has a current and valid certificate of rabies vaccination issued by a licensed veterinarian, nor shall any person keep, use or maintain any guard dog unless each dog has been immunized against distemper, hepatitis, leptospirosis and parvovirus and each dog has a current and valid certificate of such immunization issued by a licensed veterinarian.

(2) The current and valid certificate of rabies immunization and immunization against the common diseases required by Section C.(1) must be issued by a licensed veterinarian and shall be kept on the premises and shown upon the request or demand of any authorized representative of the Department.

**D. Veterinary Examination.** No person shall keep, use or maintain any guard dog on any premises unless each guard dog has a complete physical examination including blood, fecal, and urine analysis by a licensed veterinarian who shall certify each dog to be free of any infections or disease process. Such examination and certification for the health of each guard dog shall be renewed each calendar year. Every dog currently used as a guard dog shall be examined and certified for health prior to January 1, 1986.

(1) Any guard dog found not to be free of infections or disease process by the veterinarian shall

(1) Any guard dog found not to be free of infections or disease process by the veterinarian shall be removed from the premises immediately.

(2) A copy of the veterinarian's annual certification of health shall be kept on the premises and shown upon the request or demand of any authorized representative of the Department.

(3) A copy of the veterinarian's annual certification of health shall be filed with the Department within 15 days of its issuance.

(4) If an authorized representative of the Department has reasonable cause to believe that a guard dog is injured, sick, diseased, unwell, or malnourished or constitutes a danger to the public health and safety, said representative may order the guard dog to be removed from the premises until a new certification of health is issued by a licensed veterinarian. The Department representative shall be notified prior to returning the dog to the premises.

**E. Tags.** Notwithstanding Section [53.21](#), no person shall keep, use or maintain any guard dog on any premises unless each guard dog has its license tag securely affixed to its collar, harness or other device.

**F. Confinement Requirements.** It shall be unlawful for any person to tether, fasten, chain, tie, restrain, or cause a guard dog to be fastened, chained, tied, or restrained, to houses, trees, fences, garages or other stationary objects, by means of a rope, chain, strap, or other physical restraint method, for the purpose of confinement on real property. "Confinement," for purposes of this section, shall mean the dog's physical restraint to real property for more time than it is necessary for the dog owner to complete a task that requires that the dog be temporarily physically restrained to real property. When confined to real property, the dog must be tethered by a non-choke type collar or a body harness to a tether at least three times the body length of the dog, which allows the dog access to food, water, and shelter as described above, and be free from entanglement. This section shall not affect a person's ability to use appropriate electronic means of confinement. **(Amended by Ord. No. 175,453, Eff. 10/26/03.)**

**G. Shelter Requirements.** No person shall keep, use, or maintain a guard dog on any premises unless the dog is provided full access to an enclosed building, dog house, or similar shelter at all times. The shelter shall:

(1) Have a top, bottom, and at least three sides.

(2) Have a floor raised off the ground, free of cracks, depressions and rough areas where insects, rodents or eggs from internal parasites may lodge. An effective program for the control of insects, ectoparasites, and other pests shall be established and maintained.

(3) Be cleaned and maintained in a manner designed to ensure the best possible sanitary conditions. Excreta shall be removed from the shelter as often as necessary, at least daily, to prevent contamination of the dog and to reduce disease hazards and odors. When a hosing or flushing method is used for cleaning, any dog contained in the enclosure shall be protected during the cleaning process. Rugs, blankets, or other bedding material shall be kept clean and dry.

(4) Be of adequate size to allow the dog to stand up and turn about freely, stand easily, sit and lie in a comfortable normal position.

(5) Have a floor constructed so as to protect the dog's feet and legs from injury.

(6) Allow a dog kept outdoors to remain dry during rain.

(7) Have sufficient clean bedding material or other means of protection from the weather when the ambient temperature falls below that temperature to which the dog is acclimated.

(8) Provide sufficient shade to allow a dog kept outdoors to protect itself from the direct rays of the sun, when sunlight is likely to cause overheating or discomfort. Starting on the first day of June and ending on the last day of October, a shaded, heat-resistant area must be provided during daylight hours.

(9) Contain a suitable means for the prompt elimination of excess liquid.

(10) Be structurally sound and maintained in good repair to protect the dog from injury.

(11) Have all open windows and doors covered by flaps starting in the month of November and continuing until the end of May. The door flap shall allow the dog easy access in and out of the shelter, and at the same time allow the dog to retain body heat.

(12) Be constructed and maintained so that the dog contained therein has convenient access to clean food and water.

**(Amended by Ord. No. 175,453, Eff. 10/26/03.)**

**H. Water Requirements.** No person shall keep, use, or maintain any guard dog on any premises unless the dog has access to clean and fresh water at all times. Clean potable water shall be available to the dog unless restricted for veterinary care, and:

(1) If the water is kept in a container, this container shall be of the type designed to prevent tipping and spilling of the water contained therein. If necessary to accomplish this purpose, the container shall be secured to a solid structure or secured in the ground. Watering containers shall be kept clean and shall be sanitized at least once every two weeks; must be kept out of the sun and must be emptied and refilled with fresh water at least once each calendar day; or

(2) If the water is provided by an automatic or demand device, the water supply connected to the device must function 24 hours a day.

**(Amended by Ord. No. 175,453, Eff. 10/26/03.)**

**I. Feeding Requirements.** No person shall keep, use, or maintain any guard dog on any premises unless the dog is provided sufficient food daily to maintain proper body weight and good general health. In addition, the following requirements shall apply:

(1) The dog shall be provided with food which is free from contamination, is wholesome, palatable, and of sufficient quantity and nutritive value to meet the normal daily requirements for the condition and size of the animal.

(2) Food receptacles shall be accessible to the dog and shall be located so as to minimize food's contamination by excreta and/or insects. Feeding pans shall be durable and kept clean. The food receptacles shall be sanitized at least once every two weeks. Disposable food receptacles may be used but must be discarded after each feeding. Self feeders may be used for the feeding of dry food, and they shall be sanitized regularly to prevent molding, deterioration or caking of food. Spoiled or contaminated food shall be disposed of in a sanitary manner.

**(Amended by Ord. No. 175,453, Eff. 10/26/03.)**

**J. Licensing.** No person shall own, keep, use, or maintain a guard dog unless the person has obtained a guard dog license and tag from the Department. The fee for each guard dog license and tag shall be \$150.00 per year for an unaltered guard dog and \$50.00 per year for an altered guard dog. Each license issued pursuant to this section shall expire one year from the date of its issuance and on the same day of each year. The license fee shall be paid annually to the Department and shall be due and payable on or before the expiration of the previous license. The payment of the annual guard dog license fee shall be in lieu of the dog license tax imposed by Section 53.15 and

annual guard dog license fee shall be in lieu of the dog license tax imposed by Section 53.15 and the dog license fee imposed by Section 53.15.3 of this article. (Amended by Ord. No. 175,453, Eff. 10/26/03.)

**K. Electronic Animal Identification Device.** No person shall own, maintain, keep, use, or maintain a guard dog unless the person had an Electronic Animal Identification Device approved by the Department surgically implanted in the dog. (Added by Ord. No. 175,453, Eff. 10/26/03.)

#### **SEC. 53.67. ANIMAL SACRIFICE.**

(Added by Ord. No. 166,307, Eff. 11/12/90.)

(a) No person shall engage in, participate in, assist in, or perform animal sacrifice.

(b) No person shall own, keep, possess or have custody of any animal with the purpose or intention of using such animal for animal sacrifice.

(c) No person shall knowingly sell, offer to sell, give away or transfer any animal to another person who intends to use such animal for animal sacrifice.

(d) Nothing in this ordinance shall be construed to prohibit any person or establishment lawfully operating under the laws of this city and state from lawfully engaging in the slaughter or ritual slaughter of animals where the preparation or killing of such animals is primarily for food purposes.

(e) For the purpose of this section, the following words and phrases are defined as follows:

“**Slaughter**” means the killing of any animal for food purposes;

“**Ritual slaughter**” means the preparation and killing of any animal for food purposes in accordance with California Food and Agricultural Code Section 19501;

“**Animal sacrifice**” means the injuring or killing of any animal in any religious or cult ritual or as an offering to a deity, devil, demon or spirit, wherein the animal has not been injured or killed primarily for food purposes, regardless of whether all or any part of such animal is subsequently consumed.

#### **SEC. 53.68. FEES FOR SERVICES TO SUBDIVIDERS.**

(Added by Ord. No. 167,682, Eff. 4/25/92.)

The Department of Animal Services is hereby authorized to provide special animal control services for the benefit of any subdivider upon the execution of an agreement between the Department, on behalf of the City of Los Angeles, and the subdivider to provide for the reimbursement of the cost of such special services to the Department. The Department shall bill the subdivider for any environmental impact review and for any animal related service calls above an amount and within an area to be determined by the Department and the subdivider. Reimbursement shall be for all such services which shall be billed at their actual cost.

#### **SEC. 53.69. FEES FOR TRAP RENTAL.**

(Amended by Ord. No. 179,108, Eff. 9/22/07.)

(a) The Department of Animal Services is hereby authorized to rent traps to the public for the trapping of nuisance animals. The Department shall charge and collect a security deposit as

trapping of nuisance animals. The Department shall charge and collect a security deposit as determined by the Department in addition to fees of \$3.00 per day for small traps and \$5.00 per day for large traps, except as provided in Subsections (b) and (c) below.

(b) The Department shall collect a trap deposit fee of \$100.00 upon issuance of a permit to trap a coyote. This \$100.00 fee shall be refunded upon return of the trap in working condition to the Department.

(c) The Department may waive the required fees and security deposit under Subsections (a) and (b) for persons who qualify for certificates under the free spay/neuter program, as well as for non-profit animal rescue organizations exempt from taxation under Internal Revenue Code Section 501(c)(3) who participate in early age spay/neuter of animals, comply with all State and local laws regarding the humane care and treatment of animals, and whose mission is in whole or in part the rescue and placement of companion animals including but not limited to dogs, cats and rabbits, and/or the trapping, neutering and returning of feral cats. The Department may also waive fees under Subsections (a) and (b) for any person or rescue organization described above, assisting the Department to safely capture an animal for the health or safety of the animal or the public, including the trapping, neutering and returning of feral cats.

### **SEC. 53.70. CARE AND MAINTENANCE OF DOGS.** (Added by Ord. No. 176,915, Eff. 9/26/05.)

A. **Shelter requirements.** No person shall keep, use or maintain a dog outdoors on any premises unless the dog is either provided with full access to an enclosed building, or if not provided with such access, is provided with access to a dog house or similar shelter at all times. Said dog house or shelter shall:

(1) Have a weatherproof top, bottom and sides, and an opening on no more than one side that allows a dog to remain dry and provides adequate shade during daylight hours to allow a dog to protect itself in order to prevent overheating or discomfort to the dog.

(2) Have a floor that is level and dry.

(3) Be composed of material that protects the dog from injury, and is free from cracks, depressions and rough areas where insects, parasites and other pests might be established and maintained.

(4) Be of adequate size to allow the dog to stand erect with the dog's head up, to turn around easily, and to sit and lie down in a comfortable and normal position.

(5) Have sufficient clean bedding material or other means of protection from weather when the weather is colder than what a dog of that breed and condition will comfortably tolerate and that will allow the dog to retain body heat. Bedding material shall be kept clean and dry.

(6) Contain a suitable means for the prompt elimination of excess liquid.

(7) Be structurally sound and maintained in good repair to protect the dog from injury.

(8) Be constructed and maintained so that the dog has convenient access to clean food and water.

(9) Allow the dog easy access in and out.

(10) Be cleaned and maintained in a manner designed to insure sanitary conditions. Excrement shall be removed from the dog house or shelter and from the premises, including yard and dog run,

as frequently as necessary to prevent contamination and reduce health hazards and odors. Excrement shall be properly disposed of in trash containers and shall not be washed into the gutter or storm drain. When a hosing or flushing method is used to clean the dog house or shelter, dogs should be removed when reasonably possible.

**B. Water requirements.** No person shall keep, use or maintain any dog on any premises unless the dog has access to clean, fresh water at all times. Clean potable water shall be available to the dog unless restricted for veterinary care.

(1) If the water is in a container, this container shall be designed, secured, placed and maintained in a manner that prevents tipping and spilling of the water. Water containers shall be kept clean and sanitary, shall be kept out of the sun and shall be emptied and refilled regularly with fresh water; or

(2) If the water is provided by an automatic or demand device, the water supply connected to the device must function twenty four (24) hours per day.

**C. Feeding requirements.** No person shall keep, use or maintain any dog on any premises unless the dog is provided sufficient food daily to maintain proper body weight and good general health. The food shall be:

(1) Free from contamination, shall be wholesome and palatable and of sufficient quantity, quality and nutritive value to meet the normal daily requirements for the age, size and breed of dog.

(2) Contained in receptacles that is easily accessible to the dog and located in a manner and place that minimize contamination, including but not limited to contamination by excrement or insects. Feeding pans and food receptacles shall be durable and kept clean and shall be maintained in sanitary condition. Self-feeders shall be sanitized regularly to prevent molding, deterioration or caking of food, and to prevent any interruption of the flow of food that would make it difficult for the dog to access the food. Spoiled or contaminated food shall be disposed in a sanitary manner.

(3) Self-feeders and food receptacles shall not be left unattended outdoors for periods of time significantly longer than necessary for feeding purposes in order to prevent attracting vermin or animals in the wild, including predators.

**D. Tethering.** It shall be unlawful for any person to tether, fasten, chain, tie, restrain or cause a dog to be fastened, chained, tied or restrained to houses, trees, fences, garages or other stationary or highly immobile objects by means of a rope, chain, strap or other physical restraint for the purpose of confinement, except in circumstances where all of the following requirements are met:

(1) The tethering shall not be for more time than is necessary for the dog owner or custodian to complete a temporary task that requires the dog to be physically restrained for a reasonable period.

(2) The dog must be tethered by a non-choke type collar or a body harness to a tether that is at least three (3) times the body length of the dog, measured from the dog's nose to the back of the hindquarters and which tether is free from entanglement.

(3) The dog must have access to food, water and shelter as described above.

(4) The dog shall be monitored periodically.

This section shall not affect the use of appropriate electronic means of confinement.

**E. Caging.** No person shall keep, use or maintain a dog in an outdoor pen, run, cage or other enclosure on any premises unless said pen, run, cage or enclosure is of adequate size to allow the dog to move around freely and, in addition,

(1) its length is at least five times the length of the dog and its width is at least three times the

length of the dog, and its height allows the dog to stand erect with the dog's head up, and

- (2) contains a dog shelter as described in Section [53.70](#) A. above, or
- (3) provides the animal access to the inside of a building.

The pen, run, cage or other enclosure shall be cleaned and maintained in a manner designed to insure sanitary conditions, and free of any debris which would be injurious to the dog.

F. **Exceptions.** This prohibition shall not apply to any entities exempt under the provisions of Section [53.15.2](#) (e)(2), to wit:

(1) Government agencies; non-profit animal rescue organizations exempt from taxation under Internal Revenue Code section 501(c)(3); or humane societies or societies for the prevention of cruelty to animals if such societies are incorporated under the provisions of California Corporations Code Section 10400 and the Nonprofit Public Benefit Corporation Law in Part 2 of the California Corporations Code, beginning at Section 5110;

(2) Permitted dog or cat shows; or

(3) Permitted pet stores which sell or otherwise transfer dogs or cats, whether for compensation or otherwise, within the store.

G. **Penalties for noncompliance.** A violation of this Section may be punishable as either an infraction or a misdemeanor at the sole discretion of the Los Angeles City Attorney's Office.

The maximum penalty for a conviction of this Section as an infraction is a fine of \$250.00. The maximum penalty for a conviction of this Section as a misdemeanor is a fine of \$1,000.00, imprisonment in the County Jail for a period not more than six months, or by both a fine and imprisonment.

## **SEC. 53.71. ROOSTERS – LIMIT.**

**(Added by Ord. No. 180,889, Eff. 10/31/09.)**

No person or persons shall own, possess, maintain or have custody of more than one rooster on any lot, building, structure, property or premises within the City of Los Angeles, subject to the following exceptions:

(a) This section shall not prohibit any business, educational facility or lawful animal exhibition from having or maintaining roosters, provided that such business, educational facility or animal exhibition: (i) has appropriate and valid permits and licenses; (ii) operates in appropriately zoned areas; and (iii) maintains roosters as an integral and otherwise lawful part of such business or activity.

(b) This section shall not prohibit more than one rooster on a property for filming purposes, pursuant to a properly issued City filming permit, for the limited purpose of being used in a film, television or other media production. A rooster or roosters creating a nuisance shall be removed from the City at the completion of each workday or sooner, once filming ceases for the day or night.

(c) Persons owning more than one pet rooster may seek a permit from the Department to keep up to three of the roosters as pets for the remainder of the roosters' lives; provided that the roosters do not create a nuisance or health hazard, are microchipped or fitted with a legband approved by the Department for permanent identification and are maintained in accordance with other laws governing the possession of fowl in the City. No replacement roosters shall be allowed under this

governing the possession of fowl in the City. No replacement roosters shall be allowed under this permit. The Department may charge an administrative fee not to exceed \$50.00 for up to two additional roosters as a one-time permit fee. No application for a permit shall be accepted under this exception after December 31, 2009.

(d) A violation of the provisions of this Section may be addressed by means of a notice to correct, or by means of a criminal or administrative citation in the amount of \$50.00 for the first violation, \$100.00 for the second violation and \$250.00 for the third violation. A violation of this Section may also be prosecuted as a misdemeanor. **(Amended by Ord. No. 181,332, Eff. 11/8/10.)**

(e) Nothing in this section shall be interpreted to limit or affect any zoning or land use requirements or regulations or any distance requirements or affect any other local, State or Federal law relating to roosters, fighting roosters, game cocks or other fowl or poultry.

#### **SEC. 53.72. DECLAWING OF CATS OR OTHER ANIMALS – PROHIBITION.** **(Added by Ord. No. 180,986, Eff. 11/20/09.)**

(a) No person, licensed medical professional or otherwise, shall perform or cause to be performed an onychectomy (declawing) or flexor tendonectomy procedure by any means on a cat or on any other animal within the City, except when necessary for a therapeutic purpose. Therapeutic purpose means the necessity to address the medical condition of the animal, such as an existing or recurring illness, infection, disease, injury or abnormal condition in the claw that compromises the animal's health. Therapeutic purpose does not include cosmetic or aesthetic reasons or reasons of convenience in keeping or handling the animal.

(b) In the event that an onychectomy or flexor tendonectomy procedure is performed on any animal with the City in violation of this Section, each of the following persons shall be guilty of a violation of this Section: (1) the person or persons performing the procedure, (2) all persons assisting in the physical performance of the procedure and (3) all persons or entities that procured the procedure, including but not limited to the owner or person having custody or control over the animal or any other person or entity that ordered, requested or paid for the procedure.

(c) A violation of any of the provisions of this Section is a misdemeanor.

#### **SEC. 53.73. SALE OF COMMERCIALLY BRED DOGS, CATS AND RABBITS IN PET STORES – PROHIBITION.** **(Added by Ord. No. 182,309, Eff. 12/17/12.)**

It shall be unlawful for any person to sell any live dog, cat or rabbit in any pet store, retail business or other commercial establishment located in the City of Los Angeles, unless the dog, cat or rabbit was obtained from an animal shelter or a humane society located in the City of Los Angeles, or a non-profit rescue and humane organization registered with the Department of Animal Services. For purposes of this Section, a rescue and humane organization is defined as a California non-profit corporation that is exempt from taxation under Internal Revenue Code Section 501(c)(3), participates in early age spay/neuter of animals, complies with State and local laws regarding the humane treatment of animals, and whose mission and practice is, in whole or in significant part, the rescue and placement of dogs, cats or rabbits.

A violation of this Section may be prosecuted as a misdemeanor. A violation of this Section also may be enforced by means of an administrative citation and penalty in the amount of \$250 for the first violation, \$500 for the second violation and \$1,000 for the third violation.

The ordinance will become operative six months after its effective date, and expires on June 30,

The ordinance will become operative six months after its effective date, and expire on June 30, 2016, unless extended by ordinance.

**Disclaimer:**

This Code of Ordinances and/or any other documents that appear on this site may not reflect the most current legislation adopted by the Municipality. American Legal Publishing Corporation provides these documents for informational purposes only. These documents should not be relied upon as the definitive authority for local legislation. Additionally, the formatting and pagination of the posted documents varies from the formatting and pagination of the official copy. The official printed copy of a Code of Ordinances should be consulted prior to any action being taken.

For further information regarding the official version of any of this Code of Ordinances or other documents posted on this site, please contact the Municipality directly or contact American Legal Publishing toll-free at 800-445-5588.

© 2013 American Legal Publishing Corporation  
[techsupport@amlegal.com](mailto:techsupport@amlegal.com)  
1.800.445.5588.