



BOARD OF ANIMAL SERVICES COMMISSIONERS
CITY OF LOS ANGELES
Tuesday, May 27, 2014
10:00 A.M.

LOS ANGELES CITY HALL
200 North Spring Street, Room 1060
Los Angeles, California 90012

DAVID ZAFT
President

ALANA YANEZ
Vice-President

JENNIFER BRENT
LARRY GROSS
ROGER WOLFSON

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

REGULAR 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 Meeting of May 13, 2014 (action required).

3 ORAL REPORT OF THE GENERAL MANAGER

4. DISCUSSION ITEMS

- A. Report: Update on Rabbits in our Shelters and Summary of Ordinances Applicable to Rabbits.

5. BOARD REPORT

- A. "Cooling-off" Period after Owner Surrender Transactions (action required).
- B. Recommendation for Mobile Spay/Neuter Vehicle (action required).
- C. April 2014 Animal Sterilization Fund and Animal Welfare Trust Fund Reports.
- D. Report: Proposal for Quarterly Shelter-Wide Adoption Events

6. BOARD AVAILABILITY FOR THE MEETING OF JUNE 10, 2014

7. ADJOURNMENT

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

AGENDAS - The Board of Animal Services Commissioners (Board) meets regularly every second (2nd) and fourth (4th) Tuesday of each month at 10:00 A.M. Regular Meetings are held at City Hall, 200 North Spring Street, Room 1060, in Los Angeles, CA 90012. The agendas for Board meetings contain a brief general description of those items to be considered at the meetings. Board Agendas are available at the Department of Animal Services (Department), Administrative Division, 221 North Figueroa Street, 5th Floor, Los Angeles, CA 90012. Board Agendas may also be viewed on the 2nd floor Public Bulletin Board in City Hall East, 200 North Main Street, Los Angeles, CA 90012. Internet users may also access copies of present and prior agenda items, copies of the Board Calendar, MP-3 audio files of meetings as well as electronic copies of approved minutes on the Department's World Wide Web Home Page site at <http://www.laanimalservices.com/CommissionAgendas.htm>

Three (3) members of the Board constitute a quorum for the transaction of business. Some items on the Agenda may be approved without any discussion.

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.

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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.

DEPARTMENT OF ANIMAL SERVICES
STATEMENT OF REVENUE AND EXPENSES
Fund 859 - ANIMAL WELFARE TRUST FUND (AWTF)
For the period July 1, 2013 to April 30, 2014

	July 1-Mar 31, 2014 Year-to-Date (A)	Apr 1-30, 2014 Current Month (B)	(A + B = C) Total (A + B = C)
Revenue			
Interest Income	\$13,275.41	\$1,016.02	\$14,291.43
Donations & Contributions	\$193,901.54	\$10,910.38	\$204,811.92
TOTAL REVENUE	\$207,176.95	\$11,926.40	\$219,103.35
Expenses			
CEQA - Cat Study Program	\$51,842.08		\$51,842.08
ASPCA TEV refund of Pat Nagely		\$500.00	\$500.00
Medical Supplies-Evidence Animal treatment	\$7,814.75		\$7,814.75
EVC Shelter- Refrigerators		544.98	\$544.98
Transfer to General Fund (For Council-approved facilities improvements)	\$497.88	0	\$497.88
TOTAL EXPENSES	\$60,154.71	\$1,044.98	\$61,199.69
Net Income (Loss):	\$147,022.24	\$10,881.42	\$157,903.66
Cash Balance, beginning 4/1/14			\$1,652,966.66
Cash Balance, end 4/30/14			\$1,663,795.88

	July 1-Mar 31, 2014 Year-to-Date (A)	Apr 1-30, 2014 Current Month (B)	(A + B = C) Total (A + B = C)
UNRESTRICTED DONATIONS			
AVAILABLE	\$974,286.78	\$6,943.82	\$981,230.60
AGAINST ANIMAL CRUELTY	\$9,666.16		\$9,666.16
AWARDS & REFRESHMENTS	\$433.00		\$433.00
TOTAL UNRESTRICTED DONATIONS	\$984,385.94	\$6,943.82	\$991,329.76
RESTRICTED DONATIONS			
WEST VALLEY SHELTER (Shelter maintenance)	\$22,881.45	\$2,093.39	\$24,974.84
HARBOR SHELTER *	\$20,760.32	\$1,024.90	\$21,785.22
NORTH CENTRAL SHELTER *	\$20,205.06	\$844.00	\$21,049.06
SOUTH LA SHELTER *	\$16,451.46	\$211.50	\$16,662.96
EAST VALLEY SHELTER *	\$33,732.43	\$879.11	\$34,611.54
WEST LA SHELTER *	\$49,456.65	(\$835.50)	\$48,621.15
ON-LINE DONATIONS			
SPECIAL TREATMENT AND RECOVERY (S.T.A.R.) PROGRAM	\$8,643.00	\$118.00	\$8,761.00
CHAMELEON DONATIONS			
S.T.A.R. PROGRAM	\$24,933.15	\$50.00	\$24,983.15
FOSTER PROGRAM	\$5,984.87		\$5,984.87
KENNEL PLAQUE SPONSORSHIP	\$20,350.00		\$20,350.00
PUBLIC EDUCATION	\$1,500.00		\$1,500.00
SPECIALIZED MOBILE ANIMAL RESCUE TEAM (SMART)	\$1,227.41		\$1,227.41
BEST FRIENDS ANIMAL SOCIETY			
Restricted to promote adoptions	\$50,744.00		\$50,744.00
Restricted to adoption ad campaign	\$30,000.00		\$30,000.00
CEQA RELATIVE TO PROPOSED "CAT PROGRAM"			
Best Friends Animal Society	\$157.92		\$157.92
Found Animals	\$0.00		\$0.00
California Community Foundation	\$0.00		\$0.00
ASPCA	\$0.00		\$0.00
ASPCA			
CARROLL PETRIE GRANT	\$93,300.00	(\$500.00)	\$92,800.00
GENERAL SERVICES DEPARTMENT	\$4,356.87	\$0.00	\$4,356.87
TOTAL RESTRICTED DONATIONS	\$404,684.59	\$3,885.40	\$408,569.99
UNRESTRICTED ESTATE DONATIONS			
ROBERT EMERSON ESTATE	\$10,228.24	\$0.00	\$10,228.24
LIZ DOUGLAS ESTATE	\$10,000.00	\$0.00	\$10,000.00
TOTAL UNRESTRICTED ESTATE DONATIONS	\$20,228.24	\$0.00	\$20,228.24
RESTRICTED ESTATE DONATIONS			
MARIE TYNER ESTATE (Maintenance of West Valley shelter)	\$43,242.23	\$0.00	\$43,242.23
AGNES WOOD ESTATE (Maintenance of North Central shelter)	\$112,813.67	\$0.00	\$112,813.67
LOUIS C. MIRABILE ESTATE (Maintenance of SLA shelter)	\$4,316.26	\$0.00	\$4,316.26
SHUSTER & CUNARD ESTATE (Maintenance of East Valley shelter)	\$55,165.68	\$0.00	\$55,165.68
AMELIA PARKER ESTATE Shelter renovations	\$7,130.05	\$0.00	\$7,130.05
JAMES SAMUEL ROGERS FOUNDATION S.T.A.R.	16,000.00	\$0.00	\$16,000.00
MARY LOUISE PORT LIVING TRUST (Maintenance of WLA shelter)	\$5,000.00	\$0.00	\$5,000.00
TOTAL RESTRICTED ESTATE DONATIONS	\$243,667.89	\$0.00	\$243,667.89
TOTAL ESTATE DONATIONS	\$263,896.13	\$0.00	\$263,896.13
TOTAL DONATIONS AND CONTRIBUTIONS	\$1,652,966.66	\$10,829.22	\$1,663,795.88

DEPARTMENT OF ANIMAL SERVICES
Schedule of Donations and Contributions by Program
Fund 859 - ANIMAL WELFARE TRUST FUND (AWTF)
For the period July 1, 2013 to April 30, 2014

	July 1-Mar 31, 2014 YTD Revenue (A)	Apr 1-30, 2014 Current Month (B)	(A + B = C) Total (C)
Donations & Contributions			
Donations -- Community Assistance Fund	\$917.50	\$55.50	\$973.00
Donations -- Special Treatment And Recovery	\$4,375.00	\$50.00	\$4,425.00
Donations -- Kennel Plaque Sponsorship	\$11,700.00		\$11,700.00
Donations -- Foster	\$355.00		\$355.00
Donation-via Direct AWTF Solicitation	\$12,676.50	\$38.50	\$12,715.00
Donation-via Direct STAR Solicitation	\$3,701.05		\$3,701.05
Donations - Grants			
ASPCA-Carrol Petrie Grant	\$19,850.00		\$19,850.00
Donations AWTF (\$300 and below)	\$119,056.49	\$10,141.38	\$129,197.87
Online Donations			
Animal Welfare	\$12,627.00	\$425.00	\$13,052.00
S.T.A.R	\$8,643.00	\$200.00	\$8,843.00
TOTAL DONATIONS	\$193,901.54	\$10,910.38	\$204,811.92

DEPARTMENT OF ANIMAL SERVICES
STATEMENT OF REVENUE AND EXPENSES
FUND 842- ANIMAL STERILIZATION FUND (ASF)
For the period July 1, 2013 to April 30, 2014

	July 1-Mar 31,2014	Apr 1-30, 2014	(A + B = C)
Revenue	YTD Revenue (A)	Current Month (B)	Total (C)
Spay and Neuter Fees (\$7 for sterilized; \$2 for intact)	\$637,289.52	\$30,833.32	\$668,122.84
Donations & Contributions	53,603.56	1,074.50	\$54,678.06
General Fund Subsidy (\$710,000 total for 2013-14)	532,505.00	59,165.00	\$591,670.00
Total Revenue	\$1,223,398.08	\$91,072.82	\$1,314,470.90
Expenses/Encumbrances	YTD Expenses (A)	Current Month (B)	Total (C)
Spay and Neuter Program	\$888,254.20	\$90,934.50	\$979,188.70
Transfer to General Fund	175,867.00		\$175,867.00
Total Expense	\$1,064,121.20	\$90,934.50	\$1,155,055.70
Net Income (Loss)	\$159,276.88	\$138.32	\$159,415.20
Cash Balance, beginning , 04/1/2014			\$3,342,745.84
Cash Balance, end 4/30/2014			\$3,345,741.66
Dog/Cat Spay & Neuter Deposits	\$60,636.50		\$60,636.50
Pet Adoption Deposit	\$1,217,310.58	(\$11,560.00)	\$1,205,750.58
ASPCA ¹	\$37,500.00		\$37,500.00
Fund Balance Residual Encumbrance ²	\$318,677.45	\$14,555.82	\$333,233.27
Unrestricted & Undesignated Fund Balance	\$1,040,110.04		\$1,040,110.04
Residual Equity Transfer ³	\$668,511.27		\$668,511.27
Total	\$3,342,745.84	\$2,995.82	\$3,345,741.66

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

² Represents net spendable and available funds in the current year

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

DEPARTMENT OF ANIMAL SERVICES
SCHEDULE OF DONATIONS & CONTRIBUTIONS
FUND 842- ANIMAL STERILIZATION FUND (ASF)
For the period July 1, 2013 to April 30, 2014

	July 1-Mar 31,2014	Apr 1-30, 2014	(A + B = C)
Donations & Contributions	YTD Revenue (A)	Current Month (B)	Total (C)
Donations via direct solicitation	3,206.00	5.00	3,211.00
Donation -- Big Fix	3,692.00	352.00	4,044.00
Donations -- \$250 and below	33,961.56	642.50	34,604.06
California Community Foundation -- Nellie Rhode Trust	7,819.00		7,819.00
Online Donations	4,925.00	75.00	5,000.00
Total Donations & Contributions	53,603.56	1,074.50	\$54,678.06

DEPARTMENT OF ANIMAL SERVICES
SCHEDULE OF SPAY AND NEUTER EXPENSES
FUND 842- ANIMAL STERILIZATION FUND (ASF)
For the period July 1, 2013 to April 30, 2014

	July 1-Mar 31,2014	Apr 1-30, 2014	(A + B = C)
Spay and Neuter Program Expenses	YTD Expenses (A)	Current Month (B)	Total (C)
Amanda Foundation (\$500,000 mobile spay/neuter contract)	\$278,205.00	\$34,600.00	\$312,805.00
Value Vet (\$500,000 contract for WLA S/N Clinic)	\$75,146.00	\$2,108.00	\$77,254.00
SNP LA (\$500,000 contracts for Harbor Clinic)	\$51,137.10	\$5,420.00	\$56,557.10
SNP LA (\$500,000 contracts for EV S/N Clinic)	\$97,943.10	\$6,220.50	\$104,163.60
Other participating vets	\$385,823.00	\$42,566.00	\$428,389.00
Total S/N Program	\$888,254.20	\$90,914.50	\$979,168.70

**BOARD OF
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City of Los Angeles
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ERIC GARCETTI
MAYOR

**DEPARTMENT OF
ANIMAL SERVICES**

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

BRENDA F. BARNETTE
General Manager

JOHN CHAVEZ
Assistant General Manager

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

COMMISSION MEETING DATE: May 27, 2014

PREPARED BY: John Chavez

REPORT DATE: May 23, 2014

TITLE: Asst. General Manager

SUBJECT: PROPOSAL FOR QUARTERLY SHELTER-WIDE ADOPTION EVENTS

BOARD ACTIONS RECOMMENDED:

That the Board:

1. AUTHORIZE the Department to release a Request for Proposals (RFP) for the selection of a contractor to provide event planning services for four new quarterly events to increase shelter adoptions.
2. DIRECT the Department to report back with the recommended proposer and award a one-year agreement, with two one-year renewal options.

SUMMARY

Adoptions are down two percent when comparing the first 10 months of this year to the same period last year. To help increase adoptions, the Department is proposing a new quarterly weekend adoption event at all six shelters not to be combined with current special events. Discount events such as "Spring 'em" and Mother's Day weekend always increase shelter adoptions by drawing the community to the shelters.

Given the lack of departmental staffing and the need for expertise in the area of special events planning, obtaining the services of an event planner is essential for implementing these quarterly efforts.

PROPOSED SCOPE OF SERVICES

The successful proposer must provide information addressing:

- 1) Demonstrated experience providing event planning services and demonstrated effectiveness in increasing public awareness and increasing sales of the customers' products.

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Report to the Board of Animal Services Commissioners

Proposal for Quarterly Shelter-Wide Adoption Events

May 27, 2014

- 2) A sample plan showing, in detail, how it would provide event planning services for a Department of Animal Services' discount adoption weekend event. This plan shall include, but not be limited to:
 - a) Advertising, including but not limited to press releases, fliers, Public Service Announcements, radio/television spots.
 - b) Electronic and print media targeted, and why.
 - c) Promotional items and activities to be used, including gift bags, games, attractions to maximize foot traffic at shelters.
- 3) Post-event reporting analyzing the effectiveness of the outreach strategy. This report shall include what worked, what didn't, recommendation(s), if any, for future plans. This analysis shall include what discount amounts are most effective at increasing adoptions while maximizing revenues, and whether the plan successfully increased the adoptions of the animals being promoted (e.g., cats, older dogs, kittens). This post-event reporting shall also provide the Department with projected total adoptions for the year for these quarterly event weekends and show a 20% increase over the previous year's adoptions for those weekends.
- 4) A detailed cost breakdown for providing four special events yearly.

FISCAL IMPACT

There is no General Fund impact. Funding will come from the Animal Welfare Trust Fund.

Approved:

BRENDA BARNETTE, General Manager

BOARD ACTION:

_____ Passed

Disapproved _____

_____ Passed with noted modifications

Continued _____

_____ Tabled

New Date _____

**BOARD OF
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ERIC GARCETTI
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BRENDA F. BARNETTE
General Manager

JOHN CHAVEZ
Assistant General Manager

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

COMMISSION MEETING DATE: May 27, 2014 **PREPARED BY:** John Chavez

REPORT DATE: May 21, 2014

TITLE: Asst. General Manager

**SUBJECT: THREE-YEAR AGREEMENT FOR THE OPERATION OF A MOBILE SPAY
AND NEUTER VAN TARGETING SPECIFIC ZIP CODES**

BOARD ACTIONS RECOMMENDED:

1. APPROVE a three-year agreement, with three one-year renewal options, substantially in the form as attached, with SPAY4LA, INC., to operate a mobile spay and neuter van in Zip Codes 90003, 90011, 90018, and 90037. This approval is subject to the proposer complying with the required Office of Contract Compliance's compliance forms;
2. DIRECT staff to transmit the proposed agreement concurrently to the Office of the Mayor, and the Office of the City Attorney for approval as to form, and subsequently to the City Council, and authorize the General Manager of the Department of Animal Services to execute the subject agreement upon receipt of necessary approvals.

SUMMARY:

The Board of Animal Services Commissioners authorized the Department to release a Request for Proposals (RFP) for the operation of a mobile spay and neuter van in specific zip codes. Staff released the RFP with proposals due on November 1, 2013.

One proposal was received from SPAY4LA, INC. To evaluate the proposals, staff formed a panel consisting of two Department employees. Each panel member certified that they had no conflict of interest, and that they were able to evaluate the proposals fairly.

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

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Report to the Board of Animal Services Commissioners
Subject: Three-Year Agreement for Mobile Spay-Neuter Van

The evaluators developed an initial score. The Department then convened a scoring debriefing meeting to discuss these initial scores. As a team, the evaluators reviewed the proposal and discussed significant scoring deviations. After listening to why an evaluator scored a proposal category relatively high or low, all evaluators had the opportunity to revise their scores using their best judgment. At the end of this process, final individual scores were totaled and an average score was developed for each. Inasmuch as there was only one proposal submitted the evaluators ensured that SPAY4LA, INC., was able to meet the criteria of the RFP.

Experience and Qualifications: SPAY4LA, INC. is a mobile spay and neuter clinic that has been operating since 2010. The mobile van is a 33-foot motor home that has been customized into a self-contained spay and neuter clinic. The mobile van operates five days per week at different locations within South Los Angeles. Through grant funding the van is able to provide services to low-income residents and immigrant communities. Since 2010, SPAY4LA, INC. has performed over 19,000 surgeries. Included in this number are 2,567 (13%) that were accomplished through the Department's voucher program.

Proposed Services: SPAY4LA, INC. proposes to provide approximately 5,520 sterilizations in its first year and increase this capacity to 7,000 surgeries in the second and third years. SPAY4LA, INC. will provide each pet with a spay or neuter procedure, microchip, e-collar and pain medication as part of the service. In addition they will also provide core vaccinations and other complimentary services, such as a nail trim, at no additional charge. The van will operate five days a week, 48 weeks per year to provide 240 days of service to owners in specific Zip Codes. The van will perform 23 surgeries per day to meet its first-year goal of 5,520 spay and neuter procedures.

Business Plan: Using the average daily mix over the past two years operating in South Los Angeles, the plan is to perform 5,520 surgeries during the first year of the contract. Of the total number of surgeries, approximately 80% will be dogs and the remaining 20% cats. Cost of the services will be as follows:

Dog neutered: \$80	Cats neutered: \$60
Dog spay: \$90	Cats spay: \$65

Compensation: SPAY4LA, INC. will be reimbursed using \$500,000 from the Animal Sterilization Fund. The vendor will be reimbursed according to the number of surgeries performed and upon the mix of animals.

RECOMMENDATION: The panel believes SPAY4LA, INC.'s experience, qualifications, business plan, and proposed services bring much-needed benefits to the Department and the public, and therefore recommend that they be awarded the agreement.

FISCAL IMPACT:

There is no impact to the General Fund. The \$500,000 to pay mobile animal sterilizations will be used from Animal Sterilization Fund.

Report to the Board of Animal Services Commissioners
Subject: Three-Year Agreement for Mobile Spay-Neuter Van

APPROVED

BRENDA BARNETTE, General Manager

Attachment:

Draft SPAY4LA, INC. spay/neuter mobile clinic agreement

BOARD ACTION:

_____ Passed

Disapproved _____

_____ Passed with noted modifications

Continued _____

_____ Tabled

New Date _____



City of Los Angeles Department of Animal Services

PERSONAL SERVICES AGREEMENT

For the Operation of a Mobile Spay/Neuter Clinic to
Provide Spay/Neuter Services In Specific Zip Codes

D – R – A – F – T

City Agreement Number: _____

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PERSONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LOS ANGELES
AND
SPAY 4LA, INC.

FOR THE OPERATION OF A MOBILE SPAY/NEUTER CLINIC

TO City Agreement Number _____

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is entered into as of 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"); SPAY4LA, INC. ("Contractor"), authorized to do business in the State of California, with regard to the following:

WHEREAS, the City of Los Angeles has found that subsidizing a mobile spay/neuter clinic is a feasible and necessary method of making spay/neuter services accessible to low-income areas, where the number of intact animals tends to be higher, intake rates higher, and where there tend to be fewer "brick and mortar" spay/neuter clinics; and

WHEREAS, the Department has funded this service for years under previous contracts; and

WHEREAS, the Department released a Request for Proposals ("RFP") to enter into a new agreement, 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 [DATE], according to the terms of the RFP; approved by the City Council on [DATE] for a three-year contract, renewable at the City's sole discretion for up to three additional years, for a period of up to six years (C.F. 14-XXXX) and

WHEREAS, the Contractor will provide free spay/neuter surgeries for dogs and cats owned by low-income residents in Los Angeles; and

WHEREAS, the Department will subsidize said surgeries according to the terms of this Agreement, and according to the prices for spay/neuter surgeries incorporated herein.

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

Section I. Representatives of the Parties and Service of Notice

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

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

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

Los Angeles, California 90012
Phone: (213) 482-9558
Fax : (213) 482-9511

2. The representative of the Contractor shall be:

Sandy Sagastume, Clinic Manager
SPAY4LA, INC.
4079 Redwood Avenue, Suite B
Los Angeles, California 90066

- 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 three (3) years, and may be renewed for up to three (3) additional years. 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. Amount of Payment

The Department allocates \$500,000 per the City's fiscal year (defined as July 1 through June 30) for this service. The Department shall use this amount to fund payments to Contractor; additional funding may be available but is not guaranteed. This provision shall not mean that the City is required to reach or approach this amount.

Section IV. 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 hereto and incorporated herein as Exhibit A. In the event of any inconsistency between the Standard Provisions and this Agreement, the latter shall be deemed to be controlling.

Section V. Scope of Services

The Contractor shall obtain, operate, and maintain a Mobile Spay/Neuter Clinic from which the Contractor will provide free spay/neuter services for animals owned by Los Angeles residents; will provide all staffing, equipment, and supplies; and will obtain all permits, licenses, and registrations required to operate the Mobile Clinic. In particular, the veterinary services to be provided in Zip Codes 90003, 90011, 90018, 90037, are as follows:

A. Spay/Neuter and Related Veterinary Services

1. Surgical Sterilizations

The Contractor will perform:

- a. Spay and neuter surgeries on all qualified dogs and cats eight weeks of age or older.

- b. Pre-surgical physical examinations on all surgical candidates to determine if an animal is qualified for surgical treatment.
- c. Other ancillary medical procedures associated with surgical sterilizations, according to the provisions outlined below:
 - i. The Contractor will conform to all surgical standards as dictated by the California Veterinary Medicine Practice Act (CVMPA).
 - ii. Animals deemed unfit or unhealthy by a veterinarian may be rejected for surgical sterilization.
 - iii. Animals that are deemed pregnant or in estrus may be surgically sterilized at the discretion of the veterinarian.
 - iv. Animals of advanced age may require pre-surgical geriatric blood screening.
 - v. If surgical exploration is needed to determine if an animal has already been spayed, surgery shall be deemed performed and the same fee shall apply as if the spay surgery was performed.

2. 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.

3. Care of Animals

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 the shelter staff, depending on where the animal came from.

4. 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.

B. Operations

1. Vehicle Requirements

Contractor shall obtain, operate, and maintain, at its sole cost, a vehicle appropriately modified to be the Mobile Spay/Neuter Clinic. Contractor shall maintain said vehicle in top working condition at all times, and shall make all reasonable efforts to ensure that at no time are services impacted by failure of the vehicle to be in top working condition. Contractor shall bear all costs of maintenance, including but not limited to, purchasing or leasing, engine maintenance, routine repairs, fuel, parking, and insurance.

2. Service Locations of Mobile Clinic Operations

Contractor shall be responsible for determining and scheduling the locations of the Mobile Clinic operations. The locations shall be at the Contractor's discretion, subject to Department disapproval, and shall be primarily in specific Zip Codes within the City of Los Angeles. The Department may provide to the Contractor, when feasible, data about where services are needed most, which will be helpful to the Contractor to determine service locations. Although the Department shall make its best effort to provide such information within a reasonable time, the Department shall be under no obligation to provide such information.

3. Days and Hours of Operation

Contractor shall operate the Mobile Clinic an average of five (5) days per week, to be scheduled at the Contractor's discretion, and subject to disapproval of Department. Contractor's hours of operation shall be such that members of the public bringing their animals to the Mobile Clinic are reasonably accommodated for their time. Contractor shall advertise the days of operation at least one month prior, and publish its scheduled days of operation online and by other appropriate media.

4. Equipment and Supplies

Contractor shall obtain, at its own expense, all equipment and supplies to be used in the operation of the Mobile 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 Mobile Clinic, and shall ensure that repairs or replacement of equipment does not unreasonably interrupt its services.

5. Licenses and Permits

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

- A current Veterinary Premise License for the Mobile 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(s), 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. The Contractor will operate the Mobile Clinic according to all federal, state, and local laws.

6. 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.

7. 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.

8. Waste Disposal

- a. Hazardous Waste: 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. The Contractor will be solely responsible for the proper, legal disposal of hazardous waste generated by the Mobile Clinic, at its own cost.
- b. Non-Hazardous Waste: When the Mobile Clinic is parked overnight at a Department shelter, non-hazardous waste, such as office waste, paper, etc., may be disposed of using the shelter's disposal bins.

9. Signage

The Contractor shall place on the Mobile Clinic, in a prominently location, signage indicating that the Mobile Clinic is providing services paid by the City of Los Angeles.

10. Temporary Overnight Parking at Department Care Centers

Subject to available space, Contractor may be allowed to park the Mobile Clinic

overnight at a Department Care Center, in any of said Care Center's available parking area (public parking or employee parking, etc.). The Director of Shelter Operations or person in charge shall make a good faith effort to accommodate the Mobile Clinic. However, Department staff may prohibit said parking if there is a lack of space or in the case of an upcoming special event, or other specific event that will preclude parking availability. In all cases, no guarantee of parking is expressed or implied.

11. Verification of Clients' Residency

To verify that the services provided under this agreement are provided to residents of Los Angeles in specific Zip Codes, the Contractor shall establish a protocol to verify clients' residency. Specifically, Contractor shall request each client to provide appropriate proof of residency in targeted Zip Codes.

C. Fees, Billing, and Record Keeping

1. Fees for Spay/Neuter Surgeries

Fees for spay/neuter surgeries paid by the Department to the Contractor shall be as follows:

Dog spay	\$90
Dog neuter	\$80
Cat spay	\$65
Cat neuter	\$60

Fees shall be effective for the first year of the Contract (i.e. the first twelve months beginning at the date of execution, regardless of calendar year or Fiscal Year). Thereafter, Contractor may request reasonable price adjustments; if Contractor finds it necessary to adjust prices, Contractor shall submit a written request for a reasonable price adjustment to the Department, supported by appropriate documentation to justify the requested adjustment. "Appropriate documentation" shall mean documents such as copies of invoices from the Contractor's vendors, copies of payroll, Contractor's income statement, and/or other documents showing a change in the Contractor's costs of labor and/or materials. The Department shall not consider any request for price adjustments without said documentation. Any price adjustments shall be subject to Board approval, and shall be effective only after said Board approval or as otherwise effected by the Board. Contractor shall not adjust prices without prior written approval of the Board.

2. Invoices

Upon completion of sterilization, Contractor shall bill the Department for services by sending an invoice to the Department of Animal Services, 221 N. Figueroa Street, Suite 500, Los Angeles, California, 90012. Invoices must include the following:

- a. Date of invoice
- b. Name, address, and phone number of Contractor
- c. Invoice number
- d. Quantity, unit price, and description of each service
- e. Dates services were provided
- f. Reference to this Agreement
- g. Total amount payable
- h. Signature of veterinarian
- i. A statement to certify that sterilizations were performed as indicated and that corresponding proof of sterilization and clients' residency/income shall be maintained on file by Contractor (as required below).

3. Payments to Contractor:

City shall pay Contractor as follows:

- a. The amount paid shall be according to the fee schedule above.
- b. Contractor shall remit invoices for the above services to the Department.
- c. All payments are subject to Department review and approval of Contractor's documentation and work.
- d. ~~Invoices received by 3:00 p.m. every first and third Monday of each month will be paid by the following Friday after receiving the invoice. Payment for invoices received after this time may be delayed.~~ [Need Accounting Section input.]

4. Proof of Sterilizations

Contractor shall retain on file at its facility, and at its own cost, documents which shall serve as proof of sterilization. Said proof of sterilization may be in the form of medical records created by the Contractor, application forms, or other documents normally kept on file by the Contractor which bear the client's and veterinarian's signatures verifying that spay/neuter services have been completed to the client's satisfaction.

5. Proof of Client's Residency and Income Eligibility

To verify that funding for this Agreement is used to subsidize spay/neuter surgeries for animals owned by residents of Los Angeles, and in specific Zip Codes, as intended, Contractor shall retain on file at its facility, photocopies of verification which demonstrate that the client 1) is a resident of Los Angeles, and 2) resides in specific Zip Codes. Such verification shall include a picture and address.

6. Records Retention and Auditing

Contractor shall retain said proofs of sterilization, and clients' residency and income, on file for a minimum of three (3) years, and shall make them available for audit upon reasonable request by City personnel anytime during normal business hours. All invoices sent to the Department for payment must be verifiable against these back-up documents retained by Contractor.

If said back-up documents do not match billing or are not available for audit, Contractor shall refund to the Department any amounts previously paid to Contractor and not verified by said proofs of sterilization, with the following exceptions:

- a. Incomplete or mismatched back-up documents: The Department will pay for sterilizations where names or addresses in back-up documents do not match or are not complete, provided the Contractor obtains a reasonable explanation for the discrepancy or missing documents, agrees with the explanation(s) provided, and records the reason(s) in the back-up documents. Examples of "a reasonable explanation" include: recent relocation of household, animal license and utility bill listed in names of different members of the same household, and [TBD] **In all cases, the owner must provide documents that prove residency within the City of Los Angeles.**
- b. Absence of back-up documents: The Department will pay for sterilizations where names or addresses cannot be documented, provided the Contractor obtains a reasonable explanation for the lack of matching documents, agrees with the explanation(s) provided, and records the reason(s) in the back-up documents. An example of "a reasonable explanation" for an absence of documents is if a client is

homeless or indigent. Use of this exception shall not exceed 5% of all surgeries billed by the Contractor for payment during the audit period. The Contractor shall reject all explanations that are not reasonable.

D. Special Events Participation

Contractor may participate in the Department's special adoption events.

E. Code of Ethics

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 use 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.

F. 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

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 approval on this Agreement start date and as changes occurs.

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 onsite inspections, photographing of 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 Meetings

The Contractor shall meet with the Department Contract Administrator as needed, at a time and place that is mutually agreeable, to discuss the Contractor's operations, assess the Contractor's capacity to provide the required services for the Department, discuss the services provided, and other matters of mutual interest.

5. Adequate Stock

Contractor shall maintain an adequate stock of all supplies 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 and cats, including 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 any unexpected deaths of animals under the care and control of the Contractor, within two business days of the death, by submitting a report.

Section VI. Miscellaneous Provisions

A. Termination

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

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

1. The Department may give Contractor a written notice of such default. If Contractor does not cure said default within 30 days after notice (forthwith for a default involving sanitary or safety conditions) or make reasonable progress to cure said default, the Department may terminate this Agreement, and/or;
2. The Department may recover, to the extent allowed by law, any and all loss or damage which may be due the Department.

This Agreement may be terminated by Contractor upon providing to the Department sixty (60) days advance written notice thereof.

B. Insurance

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

SECTION VII. Successors and Assigns

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

SECTION VIII. Force Majeure

Notwithstanding any other provisions hereof, neither the Contractor nor the City shall be held responsible or liable for failure to meet their respective obligations under this Agreement if such failure shall be due to causes beyond the Contractor's or the City's control. Such causes include but are not limited to: strikes, fire, flood, civil disorder, acts of God or of the public enemy, acts of the federal government, or any unit of State or local government in either sovereign or contractual capacity, epidemics, quarantine restrictions, or delays in transportation to the extent that they are not caused by the parties' willful or negligent acts or omissions and to the extent that they are beyond the parties' reasonable control.

SECTION IX. Severability

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

SECTION X. Disputes

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

Section XI. Incorporation of Exhibits

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

Exhibit A, Standard Provisions

Exhibits [TBD]

Exhibit X, Insurance Requirements

Section XII. Entire Agreement

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

IN WITNESS 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: _____

**APPROVED AS TO FORM:
Michael N. Feuer, City Attorney**

By _____
Dov S. Lesel, Assistant City Attorney

Date _____

**ATTEST:
Holly L. Wolcott, Interim City Clerk**

By _____
Deputy City Clerk

Date _____

CONTRACTOR - SPAY4LA, INC.

By _____

Print Name: _____

Date _____

(second signature required of corporations)

By _____

Print Name: _____

Date: _____

Los Angeles City Business Tax License Number _____

IRS Taxpayer Identification Number _____

City Agreement Number _____

**BOARD OF
ANIMAL SERVICES
COMMISSIONERS**

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ALANA YANEZ
VICE PRESIDENT

JENNIFER BRENT

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City of Los Angeles
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ERIC GARCETTI
MAYOR

**DEPARTMENT OF
ANIMAL SERVICES**

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

BRENDA F. BARNETTE
General Manager

JOHN CHAVEZ
Assistant General Manager

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

COMMISSION MEETING DATE: May 27, 2014

PREPARED BY: Brenda F. Barnette

REPORT DATE: May 22, 2014

TITLE: General Manager

SUBJECT: "COOLING-OFF" PERIOD AFTER OWNER SURRENDER TRANSACTIONS

BOARD ACTIONS RECOMMENDED:

- APPROVE a "Cooling-off" Period Policy after Owner Surrender Transactions.

SUMMARY

The Department of Animal Services seeks input from the Board of Animal Services Commissioners regarding a policy related to having a "cooling-off" period after owner surrender transactions.

BACKGROUND

There have been concerns about owners surrendering their animal, and then immediately adopting another animal. Some consider this practice to be insensitive and perhaps contributing to a "throw-away" mentality at the expense of older, infirm animals.

To determine how big a problem this is in the Department's shelters, we found that in calendar year 2013, there were 43 adoptions after surrendering a pet and there have been 14 to date in 2014. Although this does not represent a large number of adoptions, it is a practice that seems to invite passion regardless of one's position on the topic.

The Department also collected information from other groups both in Southern California and nationally. The local "Roundtable" meeting, which this General Manager attends along with the directors of other animal care/control organizations including the County of Los Angeles, Pasadena, Burbank, Riverside, the SouthEast Area Animal Control Authority and Palm Springs, was queried. The Department also posted the question of whether other animal shelter organizations had a "cooling-off" period to the Society for Animal Welfare Administrators' (SAWA) national list serve. And, there were a couple of personal interviews with respected experts.

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Report to the Board of Animal Services Commissioners
"Cooling-off" Period after Owner Surrender Transactions
May 27, 2014

The answers the Department received varied from, "They will never get another dog from us," to "They are going to get a dog from somewhere and it may as well be us."

In discussions with these professionals there seemed to be consensus to take a balanced approach. This includes support and recognition for how difficult it is to surrender a pet to the shelter and explaining in a nonjudgmental way that the proposed policy allows them some time to grieve the loss of the pet and to prepare their home for the next pet. The idea is to help them make the right decision for the kind of pet that will do best in their home rather than making a quick decision in a time of sadness and loss. These professionals made recommendations on cooling-off periods that varied from two or three days to two weeks.

FISCAL IMPACT

Due to the relatively small number of adoptions immediately after owner surrenders, there would be minimal impact on the General Fund.

APPROVED:

BRENDA BARNETTE, General Manager

BOARD ACTION:

_____ Passed

Disapproved _____

_____ Passed with noted modifications

Continued _____

_____ Tabled

New Date _____

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BRENDA F. BARNETTE
General Manager

JOHN CHAVEZ
Assistant General Manager

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

COMMISSION MEETING DATE: May 27, 2014

PREPARED BY: Brenda F. Barnette

REPORT DATE: May 22, 2014

TITLE: General Manager

SUBJECT: UPDATE ON SHELTER RABBITS AND SUMMARY OF RELATED ORDINANCES

BOARD ACTION RECOMMENDED:

- Note and File

SUMMARY

The Department of Animal Services houses rabbits for adoption at all six City shelters. This includes taking in owner surrenders, strays, and custody bunnies being held as evidence.

The Department is very fortunate to have outstanding volunteers who provide daily care, feeding, exercise and love to our resident bunnies. These volunteers also counsel prospective adopters. One of these volunteers, Michelle Kelly, will give an oral presentation at the May 27, 2014 Commission meeting.

Michelle Kelly has volunteered on behalf of abandoned rabbits for over a decade. She has spent countless hours caring for rabbits in public animal shelters, provided humane housing, and paid for spay/neuter of the rabbits at Animal Services until the mandatory neuter policy took effect. She lobbied the City for years to get a mandatory neuter policy and higher adoption fees in place to stop the population growth and protect the rabbits. Michelle is also a licensed educator for House Rabbit Society and continues to hold workshops and classes on rabbit care for the public, shelter employees and volunteers.

Ms. Kelly will offer suggestions on more effective bunny placement and how the Department can better serve the bunnies in its shelters.

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Below is information to give the Commission and the public a better view of the current rabbit situation in City shelters and legislation related to owning rabbits.

1. Rabbit capacity (# of cages by shelter and total) and Bunny Inventory on 5/20/14

Animal Services Shelter Rabbit Cage Count and Rabbit Count		
SHELTER	SPACES	MAY 20, 2014 BUNNY INVENTORY
East Valley Shelter		
# of Healthy Rabbit Cages	21	
# of Isolation/Medical Rabbit Cages	0	
Maximum # of rabbits that can be housed	25	
		11
Harbor Shelter		
# of Healthy Rabbit Cages	12	
# of Isolation/Medical Rabbit Cages	0	
Maximum # of rabbits that can be housed	12	
		6
North Central Shelter		
# of Healthy Rabbit Cages	20	
# of Isolation/Medical Rabbit Cages	0	
Maximum # of rabbits that can be housed	20	
		40*
South LA (Chesterfield Square) Shelter		
# of Healthy Rabbit Cages	33	
# of Isolation/Medical Rabbit Cages	0	
Maximum # of rabbits that can be housed	33	
		25
West LA Shelter		
# of Healthy Rabbit Cages	27	
# of Isolation/Medical Rabbit Cages	0	
Maximum # of rabbits that can be housed	45	
		44
West Valley Shelter		
# of Healthy Rabbit Cages	16	
# of Isolation/Medical Rabbit Cages	0	
Maximum # of rabbits that can be housed	16	
		<u>8</u>
TOTAL CAGES/BUNNIES	129	134

Report to the Board of Animal Services Commissioners
UPDATE ON SHELTER RABBITS
 May 27, 2014

**The Department confiscated 19 rabbits in extreme heat distress. The former owner relinquished them to the Department and they will be distributed among our shelters with available space and will be available for adoption after they are altered.*

2. Average length of stay: Rabbits, cats and dogs

Average Length of Stay by Shelter and Fiscal Year

	FY	E VALLEY	HARBOR	N CENTRA	S LA	W LA	W VALLEY	Total
CATS	2010-11	8.06	11.69	7.06	9.56	20.25	12.51	10.08
	2011-12	4.91	11.72	5.95	7.44	14.86	8.77	7.66
	2012-13	5.48	12.15	6.47	7.83	15.95	9.92	8.31
DOGS	2010-11	12.54	13.15	15.84	10.32	18.26	13.94	13.42
	2011-12	9.88	13.75	15.01	10.18	17.07	13.81	12.56
	2012-13	10.00	14.79	15.87	13.03	17.34	17.93	14.08
RABBITS	2010-11	24.59	27.78	43.24	60.39	53.71	35.25	38.27
	2011-12	26.15	40.79	28.92	46.66	77.47	24.81	37.31
	2012-13	31.65	81.37	38.94	70.40	85.66	39.25	50.62

During Fiscal Year 2012-13, the average length of stay for cats was 8.31 days, for dogs it was 14.08 days, and for rabbits it was 50.62 days.

3. Impounds/ euthanasia/live release for cats, dogs and rabbits.

Impounds, Live Releases and Live/Save Rates by Fiscal Year

Impounds by Fiscal Year		E VALLEY	HARBOR	N CENTRA	S LA	W LA	W VALLEY	Total	% Pop.
CATS	2010-2011	6,229	1,877	4,740	4,144	1,552	3,678	22,220	38%
	2011-2012	5,406	2,046	4,776	4,444	1,656	3,552	21,880	
	2012-2013	5,758	2,099	4,290	4,261	1,677	2,998	21,083	
DOGS	2010-2011	8,950	3,144	6,040	7,676	3,086	5,636	34,532	61%
	2011-2012	8,612	3,323	6,511	7,909	3,325	5,717	35,397	
	2012-2013	8,558	3,221	6,532	7,383	3,312	4,737	33,743	
RABBITS	2010-2011	205	48	144	72	109	176	754	1%
	2011-2012	202	59	118	61	125	183	748	
	2012-2013	196	92	170	70	120	192	840	

Live Releases by Fiscal Year		E VALLEY	HARBOR	N CENTRA	S LA	W LA	W VALLEY	Total	
CATS	2010-2011	2,080	749	1,093	1,356	1,189	1,708	8,175	26%
	2011-2012	2,120	699	1,342	1,107	1,273	1,758	8,299	
	2012-2013	2,750	735	1,294	1,383	1,249	1,687	9,098	
DOGS	2010-2011	7,187	2,129	3,810	3,545	2,822	4,712	24,205	73%
	2011-2012	7,009	2,235	4,540	3,196	3,034	4,725	24,739	
	2012-2013	7,243	2,535	4,852	4,095	3,031	3,968	25,724	
RABBITS	2010-2011	166	35	78	50	100	77	506	1%
	2011-2012	161	46	85	29	95	107	523	
	2012-2013	106	31	42	32	103	111	425	

Live/Save by Fiscal Year

		E		N			W	
		VALLEY	HARBOR	CENTRA	S LA	W LA	VALLEY	Total
CATS	2010-2011	33.39%	39.90%	23.06%	32.72%	76.61%	46.44%	36.79%
	2011-2012	39.22%	34.16%	28.10%	24.91%	76.87%	49.49%	37.93%
	2012-2013	47.76%	35.02%	30.16%	32.46%	74.48%	56.27%	43.15%
DOGS	2010-2011	80.30%	67.72%	63.08%	46.18%	91.45%	83.61%	70.09%
	2011-2012	81.39%	67.26%	69.73%	40.41%	91.25%	82.65%	69.89%
	2012-2013	84.63%	78.70%	74.28%	55.47%	91.52%	83.77%	76.24%
RABBITS	2010-2011	80.98%	72.92%	54.17%	69.44%	91.74%	43.75%	67.11%
	2011-2012	79.70%	77.97%	72.03%	47.54%	76.00%	58.47%	69.92%
	2012-2013	54.08%	33.70%	24.71%	45.71%	85.83%	57.81%	50.60%

4. Current New Hope Partners for Rabbits:**Bunny World Foundation**

Lejla Hadzimuratovic, President/Director

BunnyLuv Rabbit Resource Center

Sharon Mills, President/Director

Rabbit Rescue Inc

Natalie Mathis, President/Director

The Marina Sanctuary

Dina Douglas, President/Director

HELP - A Home for Every Living Pet (This group has not be adopting rabbits lately; they have been taking dogs.)

Joyce Forrest, President/Director

Kinder 4 Rescue

Laurel Kinder, President/Director

5. Laws/ordinances related to number of rabbits permitted, spay/neuter requirements and licensing.

There are no codes regulating the number of rabbits that can be maintained, requiring sterility, or licensing. There is a distance requirement set by departmental rules and regulations which require rabbits be maintained 20 feet away from the owner's dwelling and 35 feet away from any neighboring dwelling. Los Angeles Municipal Code 53.59 allows the Department to set the distances for animals by rules.

6. Laws/ordinances/regulations specific to breeding and/or raising rabbits including breeding rabbits for meat at my home?

There are no Municipal Codes or any other codes specific to breeding or raising rabbits. (Note: Commercial establishments and pet shops can't sell mill-bred rabbits but "backyard breeders" or hobbyists are not regulated.)

Regarding raising rabbits for consumption, it is legal (there are no codes prohibiting consuming rabbits, fowl, or livestock which have been home- or farm-raised) as long as they are slaughtered in a humane manner, are not selling the meat, and it is only for household consumption. Selling meat would be regulated by Food and Agriculture Codes and the USDA.

7. Bunny Adoption Fees in neighboring jurisdictions:

- **Glendale Humane Society** - Does not adopt out rabbits, only dogs and cats.
- **Pasadena Humane Society** - \$30 including spay/neuter and microchip.
- **Pomona Valley Humane Society** - \$25 and they do not spay/neuter \$30 for optional microchip, or \$55 total.
- **Burbank Animal Shelter** - \$30 including spay/neuter and \$15 for rabbits adopted that were previously altered prior to arrival to the shelter. They do not microchip rabbits.
- **Santa Monica Animal Shelter** - \$17 adoption fee, \$70 spay/neuter fee, \$17 optional microchip fee, totaling \$104.
- **Orange County Animal Care Services** - \$35 unaltered including microchip; \$75 spay/neutered including microchip.
- **Blythe** - \$5; they do not spay/neuter and they do not microchip.
- **Coachella Valley Animal Campus** - \$5; they do not spay/neuter and they do not microchip.
- **Western Riverside County/City** - Market price. They do not have a set adoption price.
- **Ramona Humane Society San Jacinto** - \$40 including spay/neuter; \$25 optional microchip, totaling \$65
- **Inland Valley Humane Society & SPCA** - \$25 for all rabbit adoptions, includes neuter for males; they do not spay females, \$30 optional microchip = \$55.
- **Norco** - \$5; they do not spay/neuter and they do not microchip.
- **San Bernardino** - \$5; they do not spay/neuter and they do not microchip.
- **Rancho Cucamonga** - \$40 includes spay/neuter and microchip.
- **Southeast Area Animal Control Association (SEAACA)** - \$25 includes spay/neuter and microchip.
- **County of Los Angeles Department of Animal Care and Control** - \$65 including spay/neuter and microchip.
- **San Diego Humane Society** - \$25 including spay/neuter.
- **San Diego House Rabbit Society** - \$65 for a single adoption; \$115 for a bonded pair including spay/neuter.
- **County of Santa Barbara Animal Control** - \$30 including spay/neuter; \$30 optional microchip fee

8. Spay/Neuter for Rabbits

Spay/neuter funding is not available through vouchers for rabbits. All shelter rabbits are spayed or neutered prior to going out to their new homes. This is an item that would have a budget impact so it would need to be changed during the budget process next year or if we obtain a grant restricted for altering bunnies.

The City pays our contract veterinarians \$72 on average for each spay or neuter surgery. Altering a rabbit is often more expensive. We have not done any outreach to see if we could get participating veterinarians to extend their services and the fee schedule for rabbits if we want to expand that program.

9. Red List Expanded to Include Rabbits

Animals are placed on the “Red List” which is updated daily to indicate to rescues that these animals would be the first to be euthanized if we run out of space. It is a 48-hour minimum alert to give groups an opportunity to rescue the rabbits from the shelter. It is not a message that says the Department going to kill; it is a message that says we may have to kill for space if more rabbits come into the shelter. And it is an opportunity for rescues to make a difference by taking those rabbits.

We do not know when we will need space. Nineteen bunnies were seized and impounded last week in an emergency due to extreme heat. We are not able to predict and must be able to move quickly if necessary.

We do not kill for time. A week or so ago I saw a bunny who was about to have a one-year anniversary at our South LA (Chesterfield Square) shelter.