



BOARD OF ANIMAL SERVICES COMMISSIONERS
CITY OF LOS ANGELES

Tuesday, January 26, 2010

10:00 A.M.

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

Tariq Khoro, President
Kathleen Riordan, Vice-President
Irene Ponce
Melanie Ramsayer
Ruthanne Secunda

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

COMMISSION MEETING

1. COMMISSION BUSINESS

- A. Election of Commission Officers for 2010
- B. Approval of the Commission Meeting Minutes for December 8, 2009 and January 12, 2010
- C. Oral Report by the Commissioners on Meetings and Events attended

2. GENERAL MANAGER RECOMMENDS FOR BOARD ACTION

A. New Hope Rescue Partner Program of Waivers, Availability, and Alerts

That the Board approve, and direct staff to implement, a streamlined policy of fee waivers, availability, and an Alert system, as described in the body of this report, to replace the existing Green List/Red List policies, procedures, and waivers for New Hope Rescue Partners, to be effective February 1, 2010.

B. Agreement with FixNation, Inc., for Reimbursing Spay/Neuter Services for Cats

That the Board authorize the Interim General Manager to execute an Agreement with FixNation, Inc., for reimbursement of outstanding cat spay/neuter surgery vouchers and to expressly terminate further subsidies for spay/neuter services for feral cats, substantially as on file in the Board office, and subsequent to review by the Mayor in accordance with Executive Directive No.3, and review as to form by the City Attorney.

3. DISCUSSION ITEMS

None

4. ORAL REPORT OF THE GENERAL MANAGER

5. 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.

6. FUTURE AGENDA ITEMS

Requests from Commissioners for future Agenda Items.

7. ADJOURNMENT

Next Commission Meeting is scheduled for 10:00 A.M., January 26, 2010 Los Angeles City Hall, Room 1060, 200 North Spring Street, Los Angeles, California 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.

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.



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CITY OF LOS ANGELES
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1. ADMINISTRATIVE APPEAL HEARINGS (Continued from January 12, 2010)*

A. Dangerous Animal Case Number: DA 09340 WL

Appellant: Richard Medina and Nicole Renaud

Complaining Witness: Tina Madden

Field Operations Supervisor, West Los Angeles Animal Care Center, Lt. Jesse Castillo

Hearing Coordinator, Department of Animal Services, Ross Pool, Management Analyst II

*Note: Public Hearing has been concluded.

AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES, DEPARTMENT OF ANIMAL SERVICES
AND
FIXNATION, INC.

FOR
SUBSIDIZED SPAY/NEUTER SERVICES

This Agreement is made and entered into by and between the City of Los Angeles, a municipal corporation ("City"), acting through its Department of Animal Services ("Department"), and FixNation, Inc. a California 501(c)3 non-profit organization ("Contractor"), to provide spay/neuter services as stipulated herein.

WHEREAS, The City has a history of subsidizing spay/neuter services provided by private veterinarians to reduce the population of unwanted animals in the City of Los Angeles; reducing the population of unwanted animals in turn reduces the number of animals housed in the City's Animal Care Centers, and in turn reduces costs to taxpayers; and

WHEREAS, The Contractor provides spaying and neutering of owned, stray/un-owned, and feral cats, and subsidizing these services is in the best interest of the City; and

WHEREAS, The Contractor has been participating in the Department's Spay/Neuter Voucher Program by accepting City vouchers presented by City residents to defray sterilization costs for several years. Under the Voucher Program, FixNation has provided service in exchange for or partially paid by vouchers for owned cats brought to their clinic by residents of the City of Los Angeles, and for homeless cats brought in by members of the community when found within City limits. Best Friends/Catnippers, Stray Cat Alliance, Actors and Others for Animals, and other organizations, as well as animal care centers, issued spay/neuter vouchers to members of the community who owned cats or found stray or feral cats and wanted them sterilized.

WHEREAS, With a preliminary Judgment in December and a Final Judgment dated January 5, 2010, a Los Angeles Superior Court judge (Case No. BS115483: Lawsuit Regarding Trap, Neuter, and Return of Feral Cats) enjoined the City of Los Angeles from implementing a Trap Neuter and Return (TNR) program for feral cats until the City completes an environmental review in compliance with the California Environmental Quality Act ("CEQA"). Under that ruling, the City is prohibited from subsidizing, providing incentives for, or otherwise facilitating, the sterilization of feral cats.

WHEREAS, An unknown but likely substantial portion of the cats sterilized by FixNation under this Voucher Program have been feral; therefore, the Department is compelled to discontinue subsidies of that portion of FixNation's sterilizations.

WHEREAS, On the advice of the City Attorney, the Department informed all contracted and partnering veterinary service providers, including FixNation, that it would finalize payments for sterilizations of feral cats if the sterilization was performed on or before December 19, 2009, and would not reimburse for Vouchers for such sterilizations performed on or after December 20, 2009.

WHEREAS, The City Attorney has advised the Department of Animal Services that an agreement, ratified to apply to services performed through December 19, 2009, is the appropriate mechanism to authorize payment of owed reimbursement for surgeries already performed by FixNation.

NOW THEREFORE, in consideration of the above and of the terms set forth herein, the parties agree as follows:

I. REPRESENTATIVES OF THE PARTIES

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

- A. 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
Phone: (213) 482-9558
Fax: (213) 482-9511

- B. The representative of the Contractor shall be:

Karn Myers, Chief Operating Officer
FixNation, Inc.
7680 Clybourn Avenue
Los Angeles, California 91352

II. DEFINITIONS

"Client" shall mean either a person who owns an animal and takes it to the Contractor for spaying/neutering or related veterinary services, or a person who otherwise is responsible for the transporting of an animal to and from the Contractor for spaying/neutering or related veterinary services. The Client must be a resident of the City of Los Angeles.

"Feral cat" shall mean an unowned, non-socialized cat.

"Neuter" shall mean "castration."

"Spay" shall mean "ovariohysterectomy."

"Sterilization," "surgery," and "surgical sterilization" shall be synonymous with each other and shall refer to the castration or ovariohysterectomy of an animal.

"Voucher" shall mean either a discount voucher (a \$30 value, or as otherwise set by the Department) or free voucher (a \$70 value, or as otherwise set by the Department) issued to a resident of Los Angeles by the Department, under the terms of the Department's Spay/Neuter Program, to be used toward the sterilization of dogs and cats.

III. SCOPE OF SERVICES

- A. Contractor shall provide, at its own facility, spay/neuter services for cats owned by residents of Los Angeles, and for stray/unowned as well as feral cats found within the City of Los Angeles, which are brought to the Contractor by residents of Los Angeles for spay/neuter services.
- B. Spay/neuter services shall include: (a) a physical examination of the animal, (b) all vaccines that the Contractor routinely requires during hospitalization, and (c) responses to any immediate post-surgical complications.
- C. At its discretion, Contractor may charge a Client an additional fee for animals with hernias or other non-sterilization medical issues.
- D. If a Client intends to use a voucher, the Contractor shall verify that the voucher is valid and shall collect the voucher from the client before the sterilization is performed. Contractor shall ensure that the client signs the voucher when picking up their animal, to verify surgery was performed.
- E. Upon completion of the surgery, the Contractor may redeem a valid voucher for its face value by retaining the voucher at the Contractor's office location, and providing an invoice to the Department along with the proper documentation, as stipulated in this Agreement.
- F. Restrictions on Vouchers:
 - 1. Only one voucher may be redeemed per animal per sterilization.
 - 2. Vouchers may not be used for any veterinary service other than sterilization.
 - 3. Vouchers are valid for 60 days from the date of issuance.
 - 4. The Department shall not reimburse Contractor for any surgery provided with an expired voucher.
 - 5. Vouchers shall not be valid for sterilization of animals belonging to individuals who reside outside of the City of Los Angeles.
 - 6. Rescue organizations may not use vouchers for their own animals or in conjunction with adoptions of their animals.
 - 7. Vouchers presented by the Contractor for surgeries performed on feral cats after December 19, 2009 shall be rejected, shall not be processed, and shall be returned to the Contractor.
- G. Contractor shall follow the mandates of the California Veterinary Practice Act. Contractor agrees to periodic clinic visitation and/or inspections by authorized City personnel during regular business hours.
- H. Contractor shall report to the Department all unexpected deaths of owned animals that occur under the care and control of the Contractor, within 5 business days of the death, by submitting a completed Incident Report, attached as Exhibit B.

IV. COMPENSATION

- A. The Department shall subsidize sterilizations completed by Contractor at a rate of either \$30 for a discount voucher, or \$70 for a free voucher per sterilization for surgeries performed through Saturday, December 19, 2009. The Department shall not compensate the Contractor for any surgery of a feral cat performed by the Contractor after December 19, 2009.
- B. Approval by the City shall be established as follows:

- (1) (a) By issuance of a voucher by the City of Los Angeles to a City resident and verification by the Contractor before the surgery is performed that the voucher is current and valid, or
(b) By the Contractor's signed receipt of a stray/unowned, feral, or tame cat from a rescue organization designated to issue vouchers to City residents;

And

- (2) By timely submitting an invoice to the Department as provided in this Agreement with a signature verifying that all surgeries have been accounted for through a voucher number and that the spay/neuter surgery was done.

V. BILLING AND RECORD KEEPING

- A. Upon completion of sterilization, Contractor shall bill the Department for services by sending an invoice and back-up spreadsheet to the Department of Animal Services, Accounting Office, 221 N. Figueroa Street, Suite 500, Los Angeles, California, 90012. Invoices and back-up spreadsheets must be submitted within 60 days of sterilization. Payment may be delayed for invoices received more than 60 days after date of sterilization. Only invoices submitted by the 10th of each month will be processed during that month. Any invoices received after the specified date will be processed in the following month. Payments cannot be processed if a back-up spreadsheet is not provided or does not match the invoice.
- B. Contractor shall complete and submit to the Department an invoice and back-up spreadsheet, samples of which are attached and incorporated herein as Exhibit C and Exhibit D, respectively.
 1. Each invoice 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 the corresponding back-up spreadsheet
 - g. Total amount payable
 2. Each back-up spreadsheet must provide a list of all sterilizations subject to payment, must bear the signature of the Contractor's veterinarian, and must include a statement to certify that the services were provided by Contractor as indicated in the spreadsheet, and that proof of each sterilization is on file with the Contractor and available for audit by the City. For each sterilization, the spreadsheet must show:
 - a. Clients' contact information (name, address, telephone, etc.) for each surgery
 - b. Description of each animal sterilized (sex, color, etc.)
 - c. Date of each surgery
 - d. Voucher number
 - e. Other information which may be required by the Department to properly document each sterilization.
- C. 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 vouchers used for each sterilization, medical records created by the Contractor, application forms, or other documents normally kept on file by the Contractor which bear the client's signatures verifying that spay/neuter services have been completed to the client's satisfaction.

D. Records Retention and Auditing

Contractor shall retain said proof of sterilization on file for a minimum of five (5) years, and shall make them available for audit upon reasonable notice by City personnel anytime during normal business hours. All invoices and back-up spreadsheets sent to the Department for payment must be verifiable against proof of sterilization retained by Contractor. In the event that said proofs of sterilization do not match billing, or that said proofs of sterilization 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.

VI. TERM OF AGREEMENT AND MAXIMUM AMOUNT OF PAYMENT

Term of this Agreement shall commence on July 1, 2009, and shall expire on December 19, 2009, except that Contractor shall have 60 days from the date of enactment of this Agreement to present all records of surgeries performed through December 19, 2009 to the City for reimbursement. The maximum amount to be paid to the Contractor under this Agreement shall not exceed \$150,000.

A. Ratification

At the request of the City, and because of the need therefore, Contractor began performance of the services required hereunder prior to the execution hereof. By its execution hereof, City hereby accepts such service subject to the terms of this Agreement, and ratifies this Agreement with Contractor for such services.

VII. MISCELLANEOUS PROVISIONS

A. 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 A, incorporated into and made part of this Agreement.

B. Contractor shall provide materials, equipment, and personnel necessary for performance of services as described under Scope of Services. Contractor shall bear all costs for any necessary permits, insurance, taxes, and all matters required for compliance with this Agreement.

C. Termination by Department:

The Department may terminate this Agreement for City's convenience at any time by giving Contractor prior 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.

D. Termination by Contractor:

The Contractor may terminate this Agreement at any time by giving the Department prior written notice thereof.

VIII. ENTIRE AGREEMENT

This Agreement, including its Exhibit A through D, 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.

IX. INCORPORATION OF EXHIBITS

The following documents are incorporated and made a part hereof by reference:

Exhibit A: Standard Provisions

Exhibit B: Incident Report

Exhibit C: Sample Contractor's Invoice

Exhibit D: Sample Contractor's Back-up Spreadsheet

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 _____
Kathleen J. Davis, Interim General Manager

Date: _____

APPROVED AS TO FORM:
CARMEN TRUTANICH, City Attorney

By _____
Dov S. Lesel, Assistant City Attorney

Date _____

CONTRACTOR

By _____
FixNation, Inc.

Date _____

(second signature required of corporations)
CONTRACTOR

By _____

Date _____

Los Angeles City Business Tax License Number _____

IRS Taxpayer Identification Number _____

City Agreement Number _____

**BOARD OF
ANIMAL SERVICES
COMMISSIONERS**

TARIQ A. KHERO
PRESIDENT

KATHLEEN RIORDAN
VICE PRESIDENT

IRENE G. PONCE

MELANIE RAMSAYER

RUTHANNE SECUNDA

City of Los Angeles
CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

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

KATHLEEN J. DAVIS
Interim General Manager

Report to the Board of Animal Services Commissioners
KATHLEEN J. DAVIS, Interim General Manager

COMMISSION MEETING DATE: January 26, 2010 **PREPARED BY:** Anthony Sanchez

REPORT DATE: January 22, 2010 **TITLE:** Management Analyst II

SUBJECT: Agreement with FixNation, Inc., for Reimbursing Spay/Neuter Services for Cats

BOARD ACTION RECOMMENDED:

That the Board authorize the Interim General Manager to execute an Agreement with FixNation, Inc., for reimbursement of outstanding cat spay/neuter surgery vouchers and to expressly terminate further subsidies for spay/neuter services for feral cats, substantially as on file in the Board office, and subsequent to review by the Mayor in accordance with Executive Directive No.3, and review as to form by the City Attorney.

SUMMARY:

FixNation, Inc., has been participating in the Department's Spay/Neuter Voucher Program for several years by accepting City vouchers presented by City residents to defray sterilization costs. The overall volume increased notably when they operated at the North Central Animal Care Center Spay/Neuter Clinic, under a short term Right of Entry agreement approved by the Board (May 29, 2007), and increased again more recently when they moved into their Sun Valley Spay/Neuter Clinic which has been operating since July 2008. FixNation provides sterilizations for owned cats as well as stray and feral cats. Surgeries have been funded by individuals and by private or foundation grants, as well as by the City's Voucher Program.

Under the Voucher Program, FixNation has provided service in exchange for or partially paid by vouchers for owned cats brought to their clinic by residents of the City of Los Angeles, and for homeless cats brought in by members of the community when found within City limits. Best Friends/Catnippers, Stray Cat Alliance, Actors and Others for Animals, and other organizations, as well as animal care centers, issued spay/neuter vouchers to members of the community who owned cats or found stray or feral cats and wanted them sterilized. As FixNation's capacity increased and quality became well known to the organizations above and other humane groups,

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Subject: Agreement with FixNation, Inc., for Reimbursing Spay/Neuter Services for Cats

a growing proportion of \$30 vouchers for owned, stray, and feral cats citywide were ultimately used at FixNation.

In August 2009, the Department revised the method of documenting surgeries and reimbursement requests for FixNation. A pilot billing system and template was developed, with a goal of transitioning the process from the intensive paper voucher system criticized in Audits to a more streamlined invoicing system, which the City Controller's Office reviewed and approved as being compliant with the City's payment policies. In this same period, Department staff had been working with the City Attorney as well as with FixNation to establish a future long-term agreement, so that payments would be standardized and compliant with the City Controller's requirements for paying the City's vendors. These efforts have been in conformance with Controller audits and would set policies and procedures to be used for all other veterinary service providers.

With a preliminary Judgment in December and a Final Judgment dated January 5, 2010, a Los Angeles Superior Court judge (Case No. BS115483: Lawsuit Regarding Trap, Neuter, and Return of Feral Cats) enjoined the City of Los Angeles from implementing a Trap Neuter and Return (TNR) program for feral cats until the City completes an environmental review in compliance with the California Environmental Quality Act ("CEQA"). Under that ruling, the City is prohibited from subsidizing, providing incentives for, or otherwise facilitating, the sterilization of feral cats. An unknown but likely substantial portion of the cats sterilized by FixNation under this Voucher Program certainly have been feral; therefore, the Department is compelled to discontinue subsidies of that portion of FixNation's sterilizations. On the advice of the City Attorney, the Department informed all contracted and partnering veterinary service providers, including FixNation, that it would finalize payments for sterilizations of feral cats if the sterilization was performed on or before December 19, 2009, and would not reimburse for Vouchers for such sterilizations performed on or after December 20, 2009.

Because of the Court ruling, for the present the Department will not proceed in establishing a long-term agreement as a mechanism to subsidize on-going services provided by FixNation for feral, stray, and owned cats. However, the City Attorney has advised that an agreement, ratified to apply to services performed through December 19, 2009, is the appropriate mechanism to authorize payment of owed reimbursement for surgeries already performed by FixNation. An agreement with FixNation would cover only services provided from July 1, 2009, through December 19, 2009. This agreement would demonstrate good-faith compliance with the Court's Final Judgment by clearly discontinuing subsidies of cat sterilizations, many of which could be for feral cats, performed on or after December 20, 2009. Outside of the proposed agreement, FixNation would continue to receive Voucher reimbursements only for owned cats, under the same procedures as other low-volume veterinarians, until further transitions occur with the Voucher Program.

Upon Board approval, the proposed agreement will be forwarded to the Office of the Mayor for review as required by Executive Directive No. 3, and concurrently to the City Attorney for review as to form. A study under Charter Section 1022 was not completed at this point, as the Judgment has interrupted proceeding with a long-term agreement with FixNation as indicated above. Nevertheless, previously Charter Section 1022 findings for all current Department agreements with spay/neuter service providers have established that the City does not have enough veterinarians to perform this work, and that it is more feasible to enter into agreements to spay/neuter dogs and cats throughout Los Angeles.

Subject: Agreement with FixNation, Inc., for Reimbursing Spay/Neuter Services for Cats

FISCAL IMPACT:

Staff will review all outstanding invoices for eligibility; payments to FixNation under this agreement will not exceed \$150,000, which is available in the Spay/Neuter Trust Fund; over \$30,000 has been paid and about \$100,000 remains for reimbursement. However, the Department's general-funded enforcement and sheltering operations are likely to be impacted by increased intakes, and potentially increased euthanasia of stray/unowned (including feral) cats, because the Judgment prohibits the Department from subsidizing the sterilization of feral cats performed by any veterinary service provider, including FixNation. The total costs of the impact of the TNR Judgment are unknown.

Approved:

Kathleen J. Davis, Interim General Manager

BOARD ACTION:

_____ Passed

Disapproved _____

_____ Passed with noted modifications

Continued _____

_____ Tabled

New Date _____

**BOARD OF
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COMMISSIONERS**

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PRESIDENT

KATHLEEN RIORDAN
VICE PRESIDENT

IRENE G. PONCE

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MAYOR

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KATHLEEN J. DAVIS
Interim General Manager

Report to the Board of Animal Services Commissioners
KATHLEEN J. DAVIS, Interim General Manager

COMMISSION MEETING DATE: January 26, 2010 **PREPARED BY:** Linda Barth

REPORT DATE: January 22, 2010

TITLE: Assistant General
Manager

SUBJECT: New Hope Rescue Partner Program of Waivers, Availability, and Alerts

BOARD ACTION RECOMMENDED:

That the Board approve, and direct staff to implement, a streamlined policy of fee waivers, availability, and an Alert system, as described in the body of this report, to replace the existing Green List/Red List policies, procedures, and waivers for New Hope Rescue Partners, to be effective February 1, 2010.

SUMMARY:

On May 26, 2009, Staff presented information to the Board about proposed modifications to the Green List/Red List policies and procedures by which animals are made available to New Hope Rescue Partners with certain levels of fee. At the request of the Board, Staff met with a Committee of New Hope partners who had provided input to changes made in New Hope policies in 2008. This group met in June 2009 and at length discussed the complexities of the current policy, ultimately recommending a more comprehensive overhaul and simplification of the waiver, availability, and alert policies and procedures. A draft produced in late August was reviewed by Department supervisors, New Hope coordinators, some rescue representatives, and ultimately discussed again by the Committee in December, 2009. With some additional refinements as suggested in the Committee meeting and after final review by staff, we recommend the attached policy and procedure be approved.

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Visit our website at www.LAAnimalServices.com

Subject: New Hope Rescue Partner Program of Waivers, Availability, and Alerts

Under the current Green List/Red List policy, any dog or cat can be adopted with waived adoption fees one day after availability to the public. An animal placed on the Green List by Animal Care Technician Supervisors also has the microchip fee waived, and may warrant attention by humane organizations because of length of time held, age, health condition, or observed behavior challenges. Animals which are Red Listed by Animal Care Technician Supervisors have no additional discounting from Green Listed animals. Those on the Red List are at highest risk due to health conditions or observed behavior, and can remain on the Red List for only seven days before being re-assigned to Green List status, euthanized, or adopted.

The Green List/Red List program is time intensive for staff who must juggle the Green or Red status of dozens of animals daily; it prompts New Hope partners to question the Green and Red status because of the time frames and extra waiver of microchip fees Green/Red listing confers; it confuses both staff and partners. In these weaknesses, the Green List/Red List policy is not efficiently accomplishing the job of good partnership to get the greatest number of the most needful animals adopted out to humane groups.

The key changes in the new policy are elimination of Green and Red lists and alerts, clarification of price benefits, rapid availability of animals meeting clear criteria of needing rescue assistance, and a process for New Hope partners in good standing on their required reports to have spay/neuter deposits for sick and hurt animals waived, which is in conformance with State law. Highlights are below.

FEES

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

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

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

AVAILABILITY

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

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

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become available to the public (i.e., impound day + five days for strays, impound day plus one day for owner-surrendered animals).

NEW HOPE RESCUE ALERT

The New Hope Rescue Alert list will communicate which animals are most in need of special consideration by rescuers. Animal Care Technician Supervisors are responsible for determining which animals will be placed on the Alert list.

Criteria for consideration for placement on the New Hope Rescue Alert list:

- Medical – Animals are not irremediably suffering, but according to medical staff, are not responding well to a standard course of treatment or have illnesses or injuries that need treatment beyond stabilization.
- Age – Neonates which need feeding and support, as well as geriatric animals.
- Lactation – Animal is lactating with young.
- Behavioral – Animals have demonstrated unsocialized behavior (aggression), or extreme fear or fear biting, observed and reported by staff.

Any dog, cat, or rabbit meeting the above criteria may be placed on the New Hope Rescue Alert as soon as the condition or behavior is noted, whether the animal is yet available or still under hold. There will be no time limits or deadlines relative to the animals listed on the New Hope Rescue Alert. Any animal listed on the Rescue Alert may be euthanized as conditions dictate.

INTERESTED PERSON HOLDS

New Hope Rescue Partners will be permitted to place Interested Person (IP) holds for three days on an animal on the Alert list; the animal will not be euthanized during the three day hold unless the condition degrades so that the animal is irremediably suffering. The New Hope Rescue Partners are solely responsible to follow-up on their IP holds, and no telephone calls will be made by the Department to the IP.

EXCEPTIONS TO NEW HOPE RESCUE AVAILABILITY

Some animals may not be discounted for New Hope Rescue partners or made available for adoption at all. As conditions dictate, animals may be removed from the Alert and/or euthanized. Criteria include:

- Animals, including neonates, that are irremediably suffering or in dying condition, as determined by a veterinarian.
- Stray animals that demonstrate Severe Aggression.
- Neonates that are unable to eat on their own and fostering cannot be arranged within hours or by the end of the business day.
- Neonates in good health, able to eat on their own or with a nursing mother, within 7 days of age that they may be adopted.
- Owner-surrendered animals subsequent to a dangerous animal case when the animal demonstrates severe aggression documented by staff in connection with the case.

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

There were two topics which came up in Committee meetings that have not been addressed in the proposed new policy and procedure.

- Deleting "New Hope" from the program name: Some Committee members suggested that simplifying the program name would be a good accompaniment to the streamlined program. While Staff agrees there could be benefits to a name change, we would like to continue consideration of this idea as we look at other potential improvements or changes in the year ahead.
 - Including pocket pets for fee waivers: A separate policy and procedure discounting pocket pets to a flat \$2.00 adoption fee after the hold period plus one day has already been issued via the General Manager's authority in the Municipal Code.
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FISCAL IMPACT:

There is no fiscal impact because these recommendations do not change the ultimate typical fee waivers, only the confusion, delays, and unnecessary administration that is currently expended in the program. There will be the benefit of more staff time available for adoption efforts and care of the animals, which is helpful in these times of work reductions and high vacancy rates. Currently, there are about 100 New Hope Partners in good standing, who adopted 4695 dogs and cats in calendar 2009, saving the Department the accumulated costs of holding and possibly euthanizing them.

Approved:

Kathleen J. Davis, Interim General Manager

BOARD ACTION:

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



CITY OF LOS ANGELES
DEPARTMENT OF ANIMAL SERVICES
POLICIES and PROCEDURES



DRAFT V.2
NEW HOPE RESCUE PARTNER ALERT PROGRAM

Date Issued: **January 22, 2010**

Division Code: **OPS**

PURPOSE

The purpose of the New Hope Rescue Partner Alert Program is to distinguish for the New Hope Partners the animals that are most in need of being adopted/rescued and to encourage New Hope Partners to adopt/rescue animals that have been alerted by allowing the animals to be adopted/rescued at a discounted rate.

POLICY

FEES

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

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

AVAILABILITY

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

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

WAIVER OF SPAY/NEUTER CHARGE

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

The New Hope Rescue Partner will be required to timely report on the animal and send the sterilization certificate to the Department upon completion of the surgery (within 30 days after the surgery is performed).

New Hope Rescue Partners will retain the option of using the Department's spay/neuter program and paying the \$40 fee.

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

NEW HOPE RESCUE ALERT

The New Hope Rescue Alert list is intended to communicate to the New Hope Partners which animals are most in need of help, to flag them for special consideration by rescuers. Animal Care Technician Supervisors (ACTS) are responsible for determining which animals will be placed on the Alert list.

Criteria for consideration for placement on the New Hope Rescue Alert list:

- Medical – Animals are not irremediably suffering, but according to medical staff, are not responding well to a standard course of treatment or have illnesses or injuries that need treatment beyond stabilization.
- Age – Neonates which need feeding and support, as well as geriatric animals.
- Lactation – Animal is lactating with young.
- Behavioral – Animals have demonstrated non-socialized behavior (aggression) or extreme fear or fear biting, as observed and reported by staff.

Any dog, cat, or rabbit meeting the above criteria may be placed on the New Hope Rescue Alert as soon as the condition or behavior is noted, whether the animal is yet available or still under hold. Unavailable animals may be listed on the New Hope Rescue Alert to give advance notice to the New Hope Rescue Partners.

There are no time limits or deadlines relative to the animals listed on the New Hope Rescue Alert. Any animal listed on the Rescue Alert may be euthanized as conditions dictate.

New Hope Rescue Partners will be permitted to place Interested Person (IP) holds for three days on an animal on the Alert list; the animal will not be euthanized during the three day hold unless the condition degrades so that the animal is irremediably suffering. The IP information in the Chameleon memo should include the name of the New Hope Rescue Partner group. ACTS have discretion to review and refuse placement of an IP if it appears to be other than a genuine interest for an animal the group intends to adopt if possible. The New Hope Rescue Partners are solely responsible to follow-up on their IP holds, and no telephone calls will be made by the Department to the IP.

EXCEPTIONS TO NEW HOPE RESCUE AVAILABILITY

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

- Animals, including neonates, that are irremediably suffering or in dying condition, as determined by a veterinarian. Requires Veterinarian signature.
- Stray animals that demonstrate Severe Aggression (can be euthanized immediately after completion of hold period). Requires Center Manager (or, in his/her absence, ACTS) and Veterinarian signatures. A memo must be entered in Chameleon specifying the observed behavior that constitutes severe aggression.
- Neonates that are unable to eat on their own and fostering cannot be arranged within hours or by the end of the business day.
- Neonates in good health, able to eat on their own or with a nursing mother, within 7 days of age that they may be adopted.
- Owner-surrendered animals subsequent to a dangerous animal case when the animal demonstrates severe aggression documented by staff in connection with the case. Requires Center Manager (or, in his/her absence, ACTS) and Veterinarian signatures. Memos must be entered in Chameleon specifying the observed behavior that constitutes severe aggression.

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