



BOARD OF ANIMAL SERVICES COMMISSIONERS  
CITY OF LOS ANGELES

Tuesday, September 23, 2014  
10:00 A.M.

**LOS ANGELES CITY HALL  
ROOM 1060  
200 NORTH SPRING STREET  
LOS ANGELES, CALIFORNIA 90731**

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DAVID ZAFT  
President

ALANA YAÑEZ  
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 traduccion, favor de notificar la oficina con 24 horas por anticipado.

**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 September 9, 2014 (Action Required).

**3. ORAL REPORT OF THE GENERAL MANAGER**

#### **4. COMMISSIONERS' ORAL REPORT AND FUTURE AGENDA ITEMS**

#### **5. DISCUSSION ITEMS**

- A.** Evidence Animals: Volunteers Walking Animals; Socialization; Fostering.
- B.** Quarterly Review of Field Operations
  - a. Recognition of Field Staff
  - b. Overview of Animal Control Officer Staffing, Assignments, Response Times
  - c. Field Licensing Team Update
  - d. Emergency Operations Plan
- C.** Use of Stricter Time Limits on Agenda Items and Public Comments to Increase Efficiency and Shorten Meetings

#### **6. BOARD REPORT**

- A.** Agreement to Provide Animal Electronic Identification System (Microchips) with Found Animals, Inc. (Action Required.)

#### **7. ADJOURNMENT**

Next Commission Meeting is scheduled for 10:00 A.M., October 14, 2014, at 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 (2<sup>nd</sup>) and fourth (4<sup>th</sup>) Tuesday of each month at 10:00 A.M. Regular Meetings are held at City Hall, 200 North Spring Street, Room 1060, in Los Angeles, CA 90012. The agendas for Board meetings contain a brief general description of those items to be considered at the meetings. Board Agendas are available at the Department of Animal Services (Department), Administrative Division, 221 North Figueroa Street, 5<sup>th</sup> Floor, Los Angeles, CA 90012. Board Agendas may also be viewed on the 2<sup>nd</sup> floor Public Bulletin Board in City Hall East, 200 North Main Street, Los Angeles, CA 90012. Internet users may also access copies of present and prior agenda items, copies of the Board Calendar, MP-3 audio files of meetings as well as electronic copies of approved minutes on the Department's World Wide Web Home Page site at <http://www.laanimalservices.com/CommissionAgendas.htm>

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

The Board Secretary will announce the items to be considered by the Board. The Board will hear the presentation on the topic and gather additional information from Department Staff. Once presentations have finished, the Board President will ask if any Board Member or member of the public wishes to speak on one or more of these items. Each speaker called before the Commission will have one (1) minute to express their

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comments and concerns on matters placed on the agenda.

**PUBLIC INPUT AT BOARD MEETINGS – Public Participation on Agenda Items.**

Members of the public will have an opportunity to address the Board on agenda items after the item is called and before the Board takes action on the item, unless the opportunity for public participation on the item was previously provided to all interested members of the public at a public meeting of a Committee of the Board and the item has not substantially changed since the Committee heard the item. When speaking to an agenda item other than during Public Comment (see Public Comment below), the speaker shall limit his or her comments to the specific item under consideration (California Government Code, Section 54954.3).

**Public Comment.** The Board will provide an opportunity for public comment at every regular meeting of the Board. Members of the public may address the Board on any items within the subject matter jurisdiction of the Board as part of Public Comment.

**Speaker Cards.** Members of the public wishing to speak are to fill out one speaker card for each agenda item on which they wish to speak and present it to the Board secretary before the item is called.

**Time Limit for Speakers.** Speakers addressing the Board will be limited to one (1) minute of speaking time for each agenda item except in public comment which is limited to three (3) minutes. The Chairperson, with the approval of a majority of the Board, may for good cause extend any speaker's time by increments of up to one (1) minute. Total speaker time on any agenda item will be limited to ten (10) minutes per item and fifteen (15) minutes for Public Comment, unless extended as above.

**Brown Act.** These rules shall be interpreted in a manner that is consistent with the Ralph M. Brown Act, California Government Code Section § 54950 et seq.

**STANDARDS OF CONDUCT.** Speakers are expected to behave in an orderly manner and to refrain from personal attacks or use of profanity or language that may incite violence.

All persons present at Board meetings are expected to behave in an orderly manner and to refrain from disrupting the meeting, interfering with the rights of others to address the Board and/or interfering with the conduct of business by the Board.

In the event that any speaker does not comply with the foregoing requirements, or if a speaker does not address the specific item under consideration, the speaker may be ruled out of order, their speaking time forfeited and the Chairperson may call upon the next speaker.

The Board, by majority vote, may order the removal from the meeting of any speaker or audience member continuing to behave in a disruptive manner after being warned by the Chairperson regarding their behavior. Section 403 of the California Penal Code states as follows: "Every person who, without authority of law, willfully disturbs or breaks up any assembly or meeting that is not unlawful in its character, other than an assembly or meeting referred to in Section 302 of the Penal Code or Section 18340 of the Elections Code, is guilty of a misdemeanor".

**VOTING AND DISPOSITION OF ITEMS** – Most items require a majority vote of the entire membership of the Board (3 members). When debate on an item is completed, the Board President will instruct the Secretary to "call the roll". Every member present

must vote for or against each item; abstentions are not permitted unless there is a Conflict of Interest for which the Board member is obliged to abstain from voting. The Secretary will announce the votes on each item. Any member of the Board may move to "reconsider" any vote on any item on the agenda, except to adjourn, suspend the Rules, or where an intervening event has deprived the Board of jurisdiction, providing that said member originally voted on the prevailing side of the item. The motion to "reconsider" shall only be in order once during the meeting, and once during the next regular meeting. The member requesting reconsideration shall identify for all members present the Agenda number and subject matter previously voted upon. A motion to reconsider is not debatable and shall require an affirmative vote of three members of the Board.

When the Board has failed by sufficient votes to approve or reject an item, and has not lost jurisdiction over the matter, or has not caused it to be continued beyond the next regular meeting, the issue is again placed on the next agenda for the following meeting for the purpose of allowing the Board to again vote on the matter.



BOARD OF ANIMAL SERVICES COMMISSIONERS  
CITY OF LOS ANGELES



MINUTES

TUESDAY, September 9, 2014 at 7:00 PM

**BEST FRIENDS PET ADOPTION AND SPAY/NEUTER CENTER  
(MISSION HILLS SHELTER)  
15321 BRAND BOULEVARD  
MISSION HILLS, CALIFORNIA 91345**

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Audio MP-3 Recording is available at [www.laanimalservices.com](http://www.laanimalservices.com)

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David Zaft, President  
Alana Yañez, Vice-President  
Jennifer Brent  
Larry Gross  
Roger Wolfson

Marc Peralta, Executive Director of Best Friends Animal Society (**BFAS**), began the meeting with a tour of the facility. This began at 6:25 pm and ended at 6:55 pm.

Meeting called to order at 7:05 p.m. by Assistant General Manager (AGM), John Chavez, Los Angeles Animal Services (**LAAS**). Roll call. Commissioners present were Zaft, Yañez, Brent, Gross and Wolfson. Also present: General Manager (GM) Brenda Barnette and Assistant City Attorney Dov Lesel.

1. **PUBLIC COMMENT SPEAKERS:** **Dan Guss:** Questioned adoption numbers. Questioned why he was suspended from the New Hope program for minor issues while Laurel Kinder was only suspended after more serious violations. **Marlane Barnes:** Had good experience with BFAS. LAAS needs to empower its employees to overcome bad attitudes. **Sue Taylor:** There should be signs at Mission shelter showing that dogs come from LAAS. BFAS can teach LAAS about volunteer practices. **Terri Austin:** There should be more representation of LAAS at BFAS shelter. Encourage people to go to LAAS shelters. There should be signage publicizing spay/neuter (**s/n**) like at WLA shelter. **Jesse Martinez:** member of Mission Hills Neighborhood Council. Thanked Board for meeting in the Mission shelter. **Phyllis Daugherty:** Criticized LAAS for the poor response time to the Animal Control Officer (ACO) who was attacked last week. **Robin Purcell:** Member of Angel City Pit Bulls and an NKLA member. Gave stats for her organization. Supports BFAS. **Cheri Shankar:** We should celebrate NKLA stats. Wanted people to check out neonatal nursery in the Mission shelter. **Thomas Kalinowski:** He is an LAAS employee. Said website is outdated. Wants grass at West Valley shelter replaced and to get rebates from DWP. Wants LAAS to get the Rescue MP3 music service for kennels. Use Kickstarter to get money for shelters. **Michelle Cornelius:** Fosters need animal ID#. Don't euthanize 24 hours after the email goes out. Recruit fosters when LAAS goes on TV. Change the "Due Out" date to "Available Date." **Josh Liddy:** Make sure location of meeting is on website. Use Facebook page to post meeting information.

2. **COMMISSION BUSINESS**

- A. Approval of Minutes for August 26, 2014. The minutes were moved by Commissioner Gross, seconded by Commissioner Yañez. Approved by all Commissioners present, 5 – 0.
- B. Follow-up Discussion – Scheduling Evening Meetings at West Valley and North

Central.

AGM Chavez said he provided the Board-approved schedule of 2014 meetings, as well as blank 2014 and 2015 calendars for reference. Commissioner Yañez requested using Recreation and Parks' Sycamore Grove Park facility for the North Central meeting. Commissioner Zaft directed AGM Chavez to look into that facility's availability and send an email to all five Commissioners.

### **3. ORAL REPORT OF THE GENERAL MANAGER**

GM Barnette shared the following:

- On August 29th, Animal Control Officer Angela Llerenas responded to a call for two aggressive pit bulls in the 1100 block of Lanark St. The two dogs were up a driveway when she arrived. She tried to shut the gate on them, but both charged and pushed their way out. One of them latched onto her left hand as she tried to shove them away. She managed to get one of the dogs on an animal control device while the other continued to charge. LAPD responded rendering assistance. As soon as additional ACO staff arrived, the dogs were impounded without further incident. Officer Llerenas received substantial injuries and is recovering at home.

As a result of this attack, and to address officer safety, Mark Salazar, the Director of Field Operations, requested additional equipment, to be paid for from the Animal Welfare Trust Fund (AWTF), which would be discussed later in the agenda.

- In that same AWTF report, there is a request to purchase five telephone paging amplifiers. These are needed to bring music into the shelters, including the kennel areas. We are continuing to work with the City Attorney to determine whether the free music service provided by *The Rescue Animal MP3* project can be obtained without having to go through a competitive bid process. The City Attorney will also ensure that this company has the necessary legal clearances to allow this music to be played at our shelters.
- Commissioner Wolfson suggested that the identification codes in green, red, blue and yellow, be spelled out on the kennel impound card. This was done and copies were distributed.
- Staff went to the old South LA shelter, and found that everything was locked up. However, lights were on inside the building and there were still a few old fliers on the building; staff also attached new fliers. A local resident stated that people pull down the fliers and take them to find the Chesterfield Square shelter. Things currently seem secure, but it does look like there is enough space between the front doors that someone could pry the lock open and break in. We will contact GSD to see if they can put a large banner in front, informing the public that the old shelter is closed and the directions to the new shelter. And, we will also let GSD know that the door may require additional security to minimize break-ins.
- The proposed Administrative Citation Enforcement (ACE) program was approved by the Budget and Finance Committee on August 25, 2014. Animal Services staff is awaiting contact from the Office of the City Attorney to develop the program details and to participate in meetings for the vendor contract. (The vendor would be responsible for

handling the citation processing.) The program would be designed with the forms and processes Animal Services considers necessary for a successful ACE program.

- The DSO was provided a final set of plans depicting the shelter's temporary housing while the shelter is undergoing construction. Construction is slated for April 2015 and will last about two years. The DSO will review the plans and ensure that the plan notes are acceptable so that the trailers can be sent out for bid.
- General Services removed the barrier walls surrounding the East Valley shelter's new dog and cat habitat on September 2, 2014. Construction is nearly complete and the quality of the work needs to be addressed.
- Animal Services was notified by GSD that the bid for four new animal control vehicles was awarded to a vendor, who will now build them. GSD will be submitting a Purchase Order to purchase the chassis. After this, the vendor will begin construction on the animal compartments.
- Senior Clerk Typists interviews are completed and two offers were made; only one was accepted. Because this is a promotion from within, the Department will need to backfill this Clerk Typist vacancy (and another one that was created when a Clerk Typist accepted a Senior Clerk Typist position at LAWA).
- Interviews were scheduled for Monday and Tuesday, with more tomorrow; to fill the vacant Management Analyst (MA) position (Ross Pool's prior job).
- She also conducted final interviews last Thursday for the Director of Field Operations position. Louis Dedeaux is the new DFO. He held the position prior as an emergency appointment.
- Our next discount event is "My Buddy," on September 13th and 14<sup>th</sup>. This is sponsored by The Pet Care Foundation and features half-off adoption fees for all senior pets over five years old.
- The East Valley shelter will be hosting *Fido Friendly* magazine's event titled, "Get Your Licks on Route 66" on Saturday September 13<sup>th</sup>. There will be adoption prizes, giveaways, and two celebrity hosts: Danika McKeller, from *Dancing with the Stars* and *The Wonder Years*, and trainer Brandon McMillian from CBS' *Lucky Dog*.

Public Comments:

**[Unknown]:** Website should allow search by animal number. This feature should be front and center, more visible. **Phyllis Daugherty:** Believed that the GM downplayed the dog attack on LAAS employee. **Dan Guss:** There is improper staff allocation. Commented on recent employee transfers that may have been due to improper sexual relations. Brought up current DFO's past problems in prior jobs.

#### 4. COMMISSIONERS' ORAL REPORT AND FUTURE AGENDA ITEMS

Commissioner Wolfson wants information on dates for adoption, foster. Are volunteers discouraged from writing notes on kennel cards? Wants to know the ACO response time to respond to an animal issue and how to increase licensing. Wants volunteers on the agenda, perhaps a report by the DFO. Wants recognition of volunteers, staff. Can evidence dogs be

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walked by volunteers? Can there be uniform standards for all rabbit areas in the shelters? Or, set standards.

Commissioner Brent said that the cat/dog habitat at East Valley was very nice. Had an "outreach committee" meeting with LAAS' Christal Chacon and Jan Selder. Knows the Centinela Feed Chief Operations Officer and is willing to have in-store licensing signage and put this information in their newsletter. Can LAAS get an efficiency review for California Public Records Act (CPRA). (GM Barnette said LAAS is working with the Mayor's Office on this.)

Commissioner Zaft had nothing to report.

Commissioner Yañez met with DFO Mark Salazar and Captain Karen Knipscheer regarding canvassing. The proposed plan is not how Commission Yañez would like to proceed. GM Barnette suggested meeting about these differences outside this meeting and having DFO address them at the next meeting.

Commissioner Gross went on an August 29, 2014 ride-along with ACO Cessna. He reported on the wide-range of duties ACO Cessna performed during the five-hour ride-along. Commissioner Gross stated that one cannot help but gain much respect and increased admiration for the difficult and heroic work done by Animal Control Officers.

Public Comments:

**Dan Guss:** Problems with CPRA requests. **Marlane Barnes:** Empower shelter employees. **Cathy Serksnas:** Commended Commissioner Wolfson; can't put in notes on kennel cards as a volunteer. **Lisa Edmondson:** Only WLA shelter has a full-time rabbit volunteer.

## 5. DISCUSSION ITEMS

### A. Update on Establishing Animal Foundation

GM Barnette said that this foundation would be a 501(c)(3) with an arms'-length relationship to the City and with an MOU. Commissioner Brent wanted to know if this vision would be similar to the Animal Care Foundation with its own Board. GM Barnette said yes and it's being developed with an international philanthropist. Commissioner Zaft wanted to know about other foundations related to LAAS in the past. GM Barnette said that one recent example was Love & Leashes, but it is not really like this proposed foundation. Commissioner Zaft asked about Chrysalis' role and the "old" South Los Angeles shelter. GM Barnette said Chrysalis would do job training at the former shelter. Commissioner Zaft asked if the foundation would do fundraising and the GM answered in the affirmative.

Public Comments

**Phyllis Daugherty:** Had concerns about the GM being on the proposed board, like she was at Love & Leashes (L&L). GM Barnette interjected that she was not on that board. Daugherty said Love & Leashes creates an expense to the City and that L&L money does not get back to the City. If you pay volunteers, they are not longer volunteers, they are City employees. **Terri Austin:** Was there any leftover money from prior foundations? The bylaws should be clear on how the City benefits, branding, financial controls. **Nori Wolfson:** The public should provide suggestions, not just criticize.

## 6. BOARD REPORT

### A. Monthly New Hope Report

Commissioner Zaft started the discussion by asking Commission members on whether they had any suggestion regarding the frequency of this report. Monthly? Quarterly? Commissioner Gross wanted the name, city and state that an animal was transported to. Commissioner Yañez wanted to know if the final outcome was adoption. Commissioner Brent wanted this information quarterly and for the year. GM Barnette directed AGM Chavez to provide the New Hope policy that was approved earlier this year. Commissioner Zaft wanted to know the definition of “transfer” vs. “transport.” Commissioner Gross objected to the use of “transport” due to its historical connotation. Suggested “relocate.”

Public Comments:

**Sue Taylor:** Pull cards for rescues, define transports and create guidelines. **Lisa Edmondson:** Commented on New Hopes and rabbit rescues. Why is Laurel Kinder pulling rabbits?

### B. Report on Animal Welfare Trust and Animal Sterilization Funds

AGM Chavez commented that the ASF would be affected by the proposed contract with Spay4LA, which was to be heard at the September 16<sup>th</sup> PAW Committee. However, since that was canceled, it is likely to be heard on October 7<sup>th</sup>. And, LAAS will be providing letters to all private vets in the City encouraging them to provide s/n and sell licenses. Commissioner Gross wants a separate report on the private vets who provide s/n since they represent a significant portion of the ASF expenditures.

Public Comment:

**Sue Taylor:** Appreciated LAAS putting redemption rates for vouchers on its report. **Terri Austin:** Watch the spending of ASF. Noted that a s/n provider went bankrupt and the s/n numbers are down 7,000.

### C. Recommendations on the use of Animal Welfare Trust Funds

Commissioner Zaft wanted to know if LAAS could provide information on which of these purchases represented long-term needs and required training. GM Barnette suggested breaking up the report and approving specific DFO requests separately. Commissioner Zaft had questions on the CCTV. GM Barnette asked AGM Chavez if employee safety was an agenda item at the Joint Labor Management Committee. AGM Chavez answered yes. Commissioner Gross said ACO Cessna said more ACOs are needed. GM Barnette said AWTF could not be used for salaries. Commissioner Yañez had questions about the frequency of rescues in the water. Commissioner Brent questioned the frequency of using watercraft and spending money on Segways. She was fine with the Community and Shelter requests. Commissioner Wolfson thought that Segways on Venice Beach would be ok, but so could bikes. Commissioner Zaft asked if washing machines were needed; GM Barnette said the Department was fine in that regard. Commissioner Zaft suggested that volunteers be polled about the use of AWTF. Commissioner Yañez wanted to know what items were needed now and which were more “wish list” items. A Commissioner wanted to know if the funds could be used to maintain the shelters and for signage. GM Barnette wants departments responsible for those functions to use their respective

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General Funds before using AWTF. Only after budgeted General Funds were used would LAAS consider using AWTF. Commissioner Wolfson would like LAAS to consider electronic workbooks rather than hard copies.

Public Comment:

**Sue Taylor:** Questioned the Segways. No signage in LAAS shelters. Supports uniform cameras. **Phyllis Daugherty:** Take out “toys” in the Field requests. Raise money to buy toys. Use SurveyMonkey to poll for shelter needs. CCTV needed and use “nightboxes.” **Terri Austin:** Segways are silly. Consider frequency of use when requesting these items. How often would all-terrain vehicles be used? **Paula Hsu:** Fix yard at West Valley shelter. **Jessica Landesman:** Use AWTF for volunteer training.

Commissioner Zaft made a motion to approve the Community and Shelter Operations’ requests and to hold the Field requests for further review. This motion was seconded by Commissioner Brent. Approved by all member in attendance, 5 – 0.

**D. Update and Report on Best Friends Animal Society Activities at Mission Shelter.**

Marc Peralta, Executive Director, gave update and handed out materials. Gave history of BFAS in LA and its focus on underserved communities. No intake except for neonatals. 68 employees and have cut euthanizations in half. Having LA be “no kill” would be a great example for the nation.

Commissioner Wolfson thanked the audience and BFAS. Commissioner Zaft asked how BFAS selected animals. Peralta said they target the large shelters, look at what’s dying, what’s coming in, senior animals, “All-American” animals, and talk to people about adopting large dogs. Commissioner Zaft wants BFAS to help LAAS improve its volunteer program. Peralta said he is working with LAAS to plan/budget a “client service” position. Commission Brent asked how BFAS adopted out 406 animals in July. Peralta said neotals, getting them to two months. These kittens are highly adoptable. Commissioner Yañez said BFAS is a good partner who has given food for outreach event and works closely with Latino community. Commissioner Gross thanked Peralta for hosting the meeting and that Peralta, his staff and volunteers should be proud of what they built at the Mission shelter. Commissioner Gross also asked, as a public comment speaker mentioned, if Peralta would be agreeable to having a LAAS logo posted in the center to indicate the relationship to the Department.

Public Comment:

**April Harris:** Adopt and shop concept at BFAS. **Jennifer Pimentel:** Good partnership with BFAS, especially neonatal program. **Zoey Knittel:** SNP LA celebrated 100,000 s/n and partners with BFAS. NKLA grants help low-income communities. **Christy Metropole:** She is a long-time advocate of LAAS and is excited about the upcoming plan. Public-private partnership is the way to go. Her organization has s/n 14,000 cats. **Phyllis Daugherty:** It was Ed Boks who brought BFAS to LA. What is BFAS’ return rate on adopted animals? **Shawn Simon:** Went from 300 s/n to 1,000 s/n. NKLA and BFAS have helped with funding. **Terri Austin:** One-half of s/n was done for the shelters. This is mandated and not to be congratulated. **Layne Dicker:** Donor and playgroups supporter. The latter is transformative. **Cathy Grasso:** Supportive of NKLA; coalition has reduced euthanization in half. This helps motivate people, including LA County. **Josh Liddy:** The lack of housing is a barrier to NKLA. Weight is also an issue. **Christy Schilling:** Customer service; licensing fees.

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## **7. ADJOURNMENT**

Commissioner Zaft asked if anyone would not be present at the next Commission meeting: scheduled for September 23, 2014, at City Hall, Room 1060. All Commissioners stated they would be available. Commissioner Zaft motioned to adjourn the meeting and Commissioner Brent seconded. Motion carried 5-0. Meeting ended at 10 PM.

**BOARD OF  
ANIMAL SERVICES  
COMMISSIONERS**

DAVID ZAFT  
PRESIDENT

ALANA YANEZ  
VICE PRESIDENT

JENNIFER BRENT

LARRY GROSS

ROGER WOLFSON

# City of Los Angeles

CALIFORNIA



**ERIC GARCETTI**  
MAYOR

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

BRENDA F. BARNETTE  
General Manager

JOHN CHAVEZ  
Assistant General Manager

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

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**COMMISSION MEETING DATE:** September 23, 2014      **PREPARED BY:** John D. Chavez

**REPORT DATE:** September 17, 2014      **TITLE:** Asst. General Manager

**SUBJECT: AGREEMENT TO PROVIDE ANIMAL ELECTRONIC IDENTIFICATION  
SYSTEM (MICROCHIPS) WITH FOUND ANIMALS, INC.**

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### **BOARD ACTIONS RECOMMENDED:**

1. AWARD a two-year Agreement, with three one-year options, substantially in the form as attached, with Found Animals, Inc. to provide an animal electronic identification system (microchips). The approval is subject to the proposer complying with the requirements of the Office of Contract Compliance;
2. DIRECT staff to transmit the proposed Agreement concurrently to the Office of the Mayor, and the Office of the City Attorney for approval as to form and legality, and subsequently to the City Council, and authorize the General Manager of the Department of Animal Services to execute the subject Agreement upon receipt of necessary approvals.
3. REQUEST the City Council to direct the City Attorney to prepare an ordinance that would amend the relevant code(s) to allow the Department to retain microchip revenues at the end of the fiscal year; and submit the draft ordinance to the Mayor and Council for approval.

### **SUMMARY**

The Board of Animal Services Commissioners authorized the Department to release a Request for Proposals (RFP) for an animal electronic identification system, which includes pet microchips, microchip readers, a fully staffed pet registry and related support. Staff released the RFP on September 26, 2013 and the proposals were due on October 28, 2013. At its meeting of January 28, 2014, the Department recommended entering into an agreement with Found Animals to provide microchips for a two-year period, with three one-year options. During the

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**Report to the Board of Animal Services Commissioners**  
**Subject: Two-Year Agreement with Found Animals to Supply Microchips**

discussion, public comments were raised regarding Found Animals' ability to meet the terms of the proposed agreement. Staff was directed to research and report back on those claims.

**CONTRACT NEGOTIATIONS WITH FOUND ANIMALS**

The Department reviewed the transcript of a County of Los Angeles panel related to an RFP issued by the Department of Animal Care and Control. After review of the document, the Department believes that any contractual issues can be worked out through the negotiation process.

Therefore, on March 25, 2014, the Department recommended entering into negotiations with Found Animals to provide microchips, scanners, registry, and related support and activities. As directed by the Board, the term of the microchip contract is for two years, with three one-year options.

At that March meeting, Animal Services was directed to enter into negotiations with Found Animals. The proposed contractor provided the Department with its changes; those changes were incorporated into the draft agreement. The Office of the City Attorney also reviewed the agreement for form and legality. Animal Services continued to recommend that the Board award the agreement to Found Animals.

**JUNE 24, 2014 COMMISSION MEETING**

At this meeting, three Found Animals employees were invited to address the Commission and answer the Board's questions. Questions on whether the phone number was clearly placed on the website and the line was sufficiently staffed to respond to the public were discussed. Another question was using universal scanners, which Found Animals will provide, vs. single-frequency scanners, which Found Animals considers obsolete.

Because Commissioners still had questions about availability and accessibility of contacting Found Animals by phone, and the hour was late, the proposed action was tabled. The Department continues to recommend entering into an agreement with Found Animals.

**REQUEST TO RETAIN MICROCHIP REVENUE**

The Department will purchase microchips for \$3.74 per chip from Found Animals. Funding for the program is provided by fees charged to implant microchips (\$15 for an adopted animal; \$25 to a member of the public who brings a pet for microchipping<sup>1</sup>). Funds generated by the sale of microchips are deposited into the Electronic Animal Identification Device Revolving Fund (Fund 41-C) and used to purchase additional microchips.

At the end of each fiscal year, the Fund's balance is transferred into the City's General Fund. At the end of fiscal year 2013, \$35,000 was transferred to the General Fund. This yearly reversion has a negative impact on the Department's operations. It creates a zero balance in the Fund at the beginning of the new fiscal year (July 1<sup>st</sup>) and Animal Services is unable to purchase any new microchips until the Fund is reasonably replenished. Often, this results in late payment to the contractor.

To remedy this, the Department is requesting a change to the code(s) that would authorize the Department to retain microchip Fund balances at the end of each fiscal year.

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<sup>1</sup> Microchip fees are currently waived for New Hope rescue partners and for occasional special events/promotions.

**Report to the Board of Animal Services Commissioners**  
**Subject: Two-Year Agreement with Found Animals to Supply Microchips**

**FISCAL IMPACT**

The retention of microchip revenues by the Department will reduce the amount that would have gone to the General Fund. However, the Department can work with the City Administrative Officer in the budget process to establish a minimum amount needed in Fund 41-C to enable the Department to purchase sufficient microchips during the fiscal year. Any surplus can be returned to the General Fund.

**APPROVED**

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**BRENDA BARNETTE, General Manager**

Attachment: Draft Electronic Animal Identification System Agreement

**BOARD ACTION:**

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

AGREEMENT BETWEEN THE CITY OF LOS ANGELES  
AND  
FOUND ANIMALS, INC.

FOR AN ELECTRONIC ANIMAL IDENTIFICATION SYSTEM

THIS AGREEMENT is entered into between the City of Los Angeles ("City"), a municipal corporation, acting by and through the Department of Animal Services ("Department"), and Found Animals, Inc., on ("Found Animal" or "Contractor"), with regard to the following:

WHEREAS, the Department desires an electronic animal identification system based upon subcutaneous implantation of devices using passive integrated transponder (PIT) tag technology; and

WHEREAS, Section 53.15.5 of the Los Angeles Municipal Code requires the Department to implant each dog and cat adopted from the Department's care centers with an electronic animal identification device; and

WHEREAS, the purpose of this electronic animal identification system is to establish a safe, effective, and accurate method of identifying dogs, cats, and other animals in the City of Los Angeles using modern technology, and to reunite lost pets with their owners; and

WHEREAS, the desired electronic animal identification system will augment the Department's present animal licensing and identification program; and

WHEREAS, the Department released a Request for Proposals on September 26, 2013, to acquire an electronic animal identification system, received three proposals, and selected Found Animals' proposal as best meeting the Department's needs.

NOW THEREFORE, in consideration of the above premises and of the covenants and representations established 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 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 Contractor shall be:

Aimee Gilbreath, Executive Director

Found Animals, Inc.

PO Box 66370

Los Angeles, California 90066

#### SECTION II. Term of Agreement

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 two (2) years, commencing on the effective date, and may be renewed for up to

three (3) additional one (1) year agreements at the sole discretion of the Department. The Department may terminate this Agreement at any time during the term by giving 30 days written notice to Contractor.

### SECTION III. Maximum Payment Per Fiscal Year

Payment to the Contractor by the City shall not exceed \$400,000 per City's fiscal year (defined as July 1 through June 30). This provision does not mean that the City is required to reach or approach this amount.

### SECTION IV. Standard Provisions for City Contracts

The City's Standard Provisions for City Contracts, Revised 03/09 ("Standard Provisions"), are attached hereto and incorporated herein as Exhibit A, and made part of this Agreement.

### SECTION V. Scope of Services

#### A. General Requirements

1. The Contractor shall provide the Department pre-registered PIT tags to implant into dogs and cats adopted from the Department's Animal Care Centers, as well as other Care Center animals as requested; and for all pets owned by members of the public who request this service from the Department during the term of this Agreement. Also, the Contractor shall provide the Department, all scanners, equipment, related supplies, and support needed to implement and maintain the System throughout the term of this Agreement, including Agreement renewals.
2. At the start of the term of this Agreement, Contractor may be required to provide the Department with up to 190 scanners to meet its requirements. The scanner shall be provided within 30 calendar days of this Agreement's execution, as follows:

Six Department facilities may require approximately 10 scanners at each location for care center staff (veterinary staff and animal control technicians). These facilities will require a variety of scanners (heavy-duty, mini-scanners, pole-style scanners, etc.) to scan a variety of animals (large and small animals, aggressive animals, etc.).

The Department requires approximately 90 scanners for field staff (animal control officers). Scanners for field staff should be small or “mini”-style scanners, and/or pole-style scanners, readily usable by field staff in a variety of outdoor and indoor environments.

Contractor may also provide, at the start of the term of this Agreement, 20 scanners for use by the City of Los Angeles, Department of Public Works Bureau of Sanitation. Said scanners shall be delivered to the Department of Animal Services (which shall distribute scanners to Bureau of Sanitation staff).

Cost of the scanners are:

Universal Scanners  
free

First six (6) units

Xtend Max Wand  
Units \$650.00

Additional

one, Get one Free\*

Buy

|                        |          |     |
|------------------------|----------|-----|
| Universal Scanners     | \$500.00 |     |
| ISO Max V              |          | Buy |
| one, Get one Free*     |          |     |
| Universal Scanners     | \$300.00 |     |
| Imax +                 |          |     |
| Buy one, Get one Free* |          |     |

\*Limit of 25 free Scanners in total regardless of scanner model

The contract allows for 31 free scanners: (6) scanners free of charge without a required purchase, and (25) scanners obtained through the “buy one, get one free” offer. All scanners purchased above the six free scanners and the 50 scanners (25 paid/25 free) purchased through the “buy one get one free offer,” will be purchased at the price quoted in the bid proposal.

3. At the Department’s request, Contractor shall provide additional scanners to the Department at the above costs.
4. Scanners provided to the Department by Contractor shall become the property of the Department. The Department shall not be obligated to return scanners to the Contractor upon termination of this Agreement.
5. The Contractor shall offer a variety of PIT tag scanner types, to provide the maximum benefit to the Department, such as heavy-duty scanners, mini-scanners, pole-style scanners, and any other types designed for dangerous and hard to handle animals, and shall provide detailed specifications and operation instructions for each. The scanners shall be capable of reading all makes and models of PIT tags commonly used in North America.

6. All of the equipment referenced herein from Contractor comprises a complete animal identification system (System) using PIT technology.
7. The components of the System are 100% compatible with each other and all other PIT tags. The Contractor shall guarantee that the System is complete, that the components are compatible with each other, and that they meet the needs of the City. The Contractor shall identify the manufacturer and model of all equipment used and shall provide all technical information at the Department's request.
8. The Contractor warrants that the components of the System meet all federal, state, and City requirements, including safety provisions.
9. All electrical equipment proposed shall be approved and/or certified as safe by a recognized electrical testing facility such as the Underwriters Laboratory or other widely-recognized organization.

B. PIT Tag Requirements; PIT Tags shall:

1. Be able to detect the radio frequency signals transmitted from the PIT tag scanner and respond by transmitting the PIT tag identifier in a radio frequency readable by the PIT tag scanner. PIT tags shall be readable by all industry standard scanners widely used in North America.
2. Be encoded with a unique PIT tag identifier that shall be transmitted to the PIT tag scanner when activated by the PIT tag scanner's sending signal.
3. Have a guaranteed useful life span of twenty (20) years after implantation.

4. Have a PIT tag identifier that is guaranteed by the Contractor to be unique for the life span of the implanted PIT tag, assuming approximately 38,000 implantations by the Department per year.
5. Be constructed of non-toxic materials, be hermetically sealed in bio-compatible material, be migration resistant, and have a smooth surface that shall permit dependable and reliable implanting into animals.
6. Be shipped with identification labels as detailed below:
  - a. The identification labels shall be pressure sensitive with an approximate size of 1 inch by 2 5/8 inches (Avery model 5160 or similar).
  - b. Pre-printed with
    - i. The PIT tag identifiers
    - ii. The bar code representation of the PIT tag identifiers. The bar code shall be imprinted in Code 39 bar code symbology at medium density or other industry standard.
7. Be shipped in a sterile package ready for use with the PIT tag injection device.

C. PIT Tag Scanners shall:

1. Be capable of reading, displaying, storing, and processing PIT tag identifier codes that are included in the System proposed, by sending and receiving radio frequency signals.
2. Be capable of detecting the existence of any PIT tag widely used in North America regardless of the manufacturer or the PIT tag identifier codes used and be capable of reading and displaying the PIT tag identifier.
3. Have a reading distance of approximately six to twelve inches from the implant location of the PIT tag on the animal, regardless of the orientation of the PIT tag.

4. Be capable of performing all functions with one-hand operation.
5. Have an error rate of less than one error per one hundred thousand PIT tag readings or equivalent to the industry standard.
6. Have a readout response time of approximately one second or less after each PIT tag reading.
7. Be portable and powered by rechargeable batteries. The Contractor shall provide battery chargers to the Department at no additional charge.
8. Be able to store up to approximately 1,000 PIT tag identifiers with the time and date that they were read.
9. Be lightweight (approximately 3 lbs. or less) and easily held and operated by Department employees the entire normal workday.
10. Be moisture proof.
11. Be shatter resistant.
12. Have an audible indicator (beep sound) when a PIT tag is detected.
13. Have an automatic shutdown and/or turn off when left unattended.
14. Be compatible and be able to be read by the Department's existing scanners.

D. PIT Tag Injection Devices shall:

1. Use a needle that is approximately 12 gauge or smaller.
2. Be designed for use by one person, during normal operations, when implanting PIT tags in domestic dogs and cats.
3. Be able to be used by all Department veterinarians and veterinary technicians to implant PIT tags.

E. Additional System Requirements

1. Data Processing Capabilities: The System has the data processing capabilities of sorting, downloading, and processing all PIT tag identifiers.
2. Training: The Contractor shall provide training on the procedure for implanting PIT tags, the use of the PIT tag scanners, and other necessary training for Department staff who use the System, as requested by the Department, at no additional cost. If requested by the Department, training shall be available initially at the start of this Agreement, and from time to time thereafter as required by the Department during the term of this Agreement. The Department's veterinarians and veterinary technicians shall be trained to use the scanners and implant the PIT tags; field staff (animal control officers) and care center staff (animal care technicians) shall be trained to use the scanners. Other Department staff may require training as needed to fully implement the System.
3. Sales Representation: The Contractor shall provide sales representation to the Department, at no additional cost. The Contractor's sales representative shall be available to visit Department staff at the Department's Care Centers approximately once a month, to provide training in using the System, updates on new equipment and products, and related support and information as requested by the Department.

#### F. Registry/Database Requirements

1. Database Requirement: The Contractor shall have a computerized database containing PIT tag identifiers and all corresponding information available related to implanted animals, including the name of the owner, address, city, state, zip code, telephone number, and the veterinarian or organization performing the implantation regardless of the manufacturer of the PIT tag. This database shall be maintained for the term of this Agreement plus 10 years after the term of this Agreement. In addition, the database shall include the names of pet owners who have moved, whose pets have died or have been destroyed, and whose pets may be scanned in other jurisdictions.
2. Toll-Free Telephone Service: The Contractor shall provide a staffed, toll-free telephone service that the City and the public can call 24 hours a day, 7 days per week, and 365 days per year, to obtain the name, address, and telephone number (if available) of the pet owner if the PIT tag identifier is provided.
3. Enrollment in registry/database: PIT tags provided by Contractor shall be pre-registered into the Contractor's registry. Contractor shall offer the enrollment into the registry as a life-time membership, with no annual fees charged to the pet owner. Additional fees may be charged to the pet owner for a new registration [change of ownership] or change of pet owner's information, and this updated information will be provided to the Department on a regular basis and at no cost to the Department.
4. Update of the City Database: The database shall include an automatic method or procedure to provide the Department with all available information on all animals implanted which are harbored within the City of Los Angeles in a timely manner, not to exceed 72 hours after initial entry into the database or update.

#### G. Public Outreach

1. Public Outreach Plan: The Contractor shall conduct a comprehensive public information plan throughout the term of this Agreement to inform the public about the System, its safety, and the benefits of having their pets implanted with PIT tags.
2. Printed Information: The Contractor shall provide, at its own cost, printed materials (such as brochures, displays, banners, and handouts) and/or electronic media (such as videos, DVDs, etc.) pertaining to the use, advantages, safety, and benefits of the System. The Contractor shall provide enough printed material to be distributed in all Department Care Centers and at Department-held special events.

#### H. Future Equipment Compatibility

1. The System and related equipment acquired under this Agreement shall be compatible with future identification systems and equipment offered by the Contractor or any other manufacturer of similar identification systems and equipment for the 20-year life of the PIT tags.
2. The Contractor shall provide to the Department new or upgraded equipment and technology that may be offered by the Contractor in the future, at no additional charge to the Department.

### SECTION VI. Department Requirements

- A. During the term of this Agreement, the Contractor shall be the Department's exclusive provider of PIT tags.
- B. The Department shall provide Contractor with information related to each animal implanted with a PIT tag. The information provided by the Department shall include: the PIT tag code number; the date the PIT tag was implanted; descriptive information of the animal implanted; the animal owners name, address, and telephone number; and record identification information. The information shall be

transmitted to Contractor in a reasonable time after implantation, but not later than two weeks after implantation, and in a method determined by the Department.

- C. The Department shall designate a Contract Administrator, who shall monitor Contractor's compliance with and performance under the terms of this Agreement and shall provide information to Contractor in areas relating to policy and procedural requirements.

## SECTION VII. Prices, Ordering, and Invoicing

- A. Contractor shall provide the Department with PIT tags pre-registered into Contractor's database, according to the following price schedule:

38,000 microchips annually at a cost of \$3.74 each.

Above prices cover PIT tags and registration. In the event that an animal adopted from a Department Care Center has a PIT tag implanted by a previous owner, and the animal's adopter wishes to register their new pet to himself/herself, Contractor shall reregister the animal at no charge.

- B. The Department shall order PIT tags and related equipment from the Contractor when needed, approximately once each month or every other month. The order shall specify the quantity of PIT tags to be obtained and the location where the PIT tags are to be delivered.
- C. Contractor shall deliver the ordered PIT tags and related supplies within five working days after receipt of the order.
- D. Invoices shall be submitted to the Department according to the Billing and Invoicing Requirements in the Standard Provisions. Department's accounting section will process invoices within two (2) weeks of receipt.

- E. The Department is not obligated to purchase PIT tags from Contractor unless funds are available specifically for that purpose and unless an order is placed with the Contractor by the Department.

## SECTION VIII. 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.

### B. Insurance

The Contractor shall acquire and maintain the insurance coverage and liability limits for this Agreement as listed in Exhibit B, "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 B. Contractor's

insurance shall be approved by the City of Los Angeles, City Administrative Officer, Risk Management Division, prior to start of services.

#### SECTION IX. Confidentiality of Department Information

Contractor shall treat all information provided by the Department under this Agreement as secure and confidential and such information shall be used only for purposes of implementing terms and conditions of this Agreement. Contractor shall not sell, disseminate, distribute, or circulate in any manner animal information provided by the Department regarding animals implanted with PIT tags or owners of such animals; nor shall the Contractor use the information provided to solicit donations for its own use or to sell additional services or merchandise. Notwithstanding this provision, Contractor shall at all times provide information from its database to persons or agencies who have scanned an animal and identified a Contractor's PIT tag. The provision of this section survives termination of this Agreement.

Animal Services is willing to provide Contractor with microchip data on a regular, at least monthly. Contractor shall provide Animal Services with updated information from Contractor's database on all microchips located in, or originating in, the City of Los Angeles. The data will be provided electronically in a way that benefits both parties.

Contractor understands that Animal Services is entrusted with and must safeguard owners' private information and warrants and agrees that the data provided to Contractor by Animal Services will not be used by Found Animals for commercial purposes, including but not limited to selling the data to third parties. In return, Animal Services will not use Contractor's information for commercial purposes.

#### SECTION X. Required Information

Alternate forms and methods of providing the information required by each party of this Agreement, including electronic transfer, may be mutually developed by Contractor and the Department.

#### SECTION XI. Assumption of Costs

Contractor assumes all costs arising from the use of patented, trademarked, copyrighted, or service-marked materials, equipment, devices, processes, or rights used for this Agreement. Contractor agrees to indemnify the City from all damages, costs, expenses, and actions in law or equity for or on account of the use of any protected item used by the Contractor or provided by Contractor to the Department under the Agreement.

## SECTION XII. 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 XIII. 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 XIV. 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 XV. Incorporation of Attachments

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

Exhibit A: Standard Provisions for City Contracts (Revised 03/2009)

Exhibit B: Insurance Requirements

## SECTION XVI. Order of Precedence

In the event of any inconsistency between the provisions of this Agreement and/or the Exhibits, the inconsistency shall be resolved by giving precedence in the following order:

1. This Agreement
2. Exhibit A, Standard Provisions for City Contracts (Revised 03/2009)
3. Exhibit B, Insurance Requirements

## SECTION XVII. Entire Agreement

This Agreement, including Exhibit A, Standard Provisions, and B, Insurance Requirements, 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.

DRAFT

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement below.

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

By

\_\_\_\_\_  
Brenda Barnette, General Manager

Date:

\_\_\_\_\_

**FOUND ANIMALS, Inc.**

By

\_\_\_\_\_  
Aimee Gilbreath  
Executive Director

Date

\_\_\_\_\_

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

By

\_\_\_\_\_  
Dov S. Lesel, Assistant City Attorney

Date

\_\_\_\_\_

**(second signature required of  
corporations)**

**FOUND ANIMALS, Inc.**

By

\_\_\_\_\_  
Dennis Phillips  
Chief Operating Officer

Date

\_\_\_\_\_

**ATTEST:**

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

By

Deputy City Clerk

Date