



BOARD OF ANIMAL SERVICES COMMISSIONERS
CITY OF LOS ANGELES

REGULAR MEETING AGENDA
Tuesday, May 10, 2016
10:00 AM

LOS ANGELES CITY HALL, ROOM 1060
200 NORTH SPRING STREET
LOS ANGELES, CALIFORNIA 90012

DAVID ZAFT
President

LARRY GROSS
Vice-President

OLIVIA E. GARCÍA
ROGER WOLFSON
ALANA YAÑEZ

Sign language interpreters, assistive listening devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting you wish to attend. For information please call (213) 482-9597.

Si requiere servicios de traducción, favor de hacer pedido con 24 horas de anticipo al (213) 482-9558.

I. ADMINISTRATIVE APPEALS

1. Dangerous Animal Case: DA 153038 WL

Respondent: Mark R. Lewis

Complaining Witness: Jill Crusenberry, Arnold Kessler, Jennifer Botte, Greg Wilk
West Los Angeles Animal Care and Control: Captain Wendell Bowers

II. REGULAR COMMISSION MEETING

- 1. PUBLIC COMMENT PERIOD** - (Comments from the public on items of public interest within the Board's subject matter jurisdiction that are not on the Agenda; two minutes per speaker).

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. Board Recognition of LAASEE Award Organization Recipients (Action Item; Public comment limited to one minute per speaker):**

- 1. Home Dog L.A. (Kerry Armstrong)**
- 2. NKLA Coalition (Sheila Kouhkan)**
- 3. ASPCA (Jill Buckley)**
- 4. Best Friends (Marc Peralta)**

- B. Approval of Minutes for the Meeting of April 26, 2016 (Action item; public comment limited to one minute per speaker)**

- 3. ORAL REPORT OF THE GENERAL MANAGER (Public comment limited to one minute per speaker).**

- 4. COMMISSIONERS' ORAL REPORTS AND FUTURE AGENDA ITEMS (Public comment limited to one minute per speaker)**

5. BOARD REPORTS

- A. Update from Contract Spay/Neuter Clinics at Shelters Operated by ASPCA and ValueVet (Public comment limited to one minute per speaker)**

- B. Staff Oral Report re Update on Status of Fleet, Allocation and Modifications (Public comment limited to one minute per speaker)**

- C. Request to Negotiate and Enter into Contract Agreement with Spay Neuter Project of Los Angeles (SNP/LA) for Operation of the East Valley Spay/Neuter Clinic (Public comment limited to two minutes per speaker for action item)**

6. DISCUSSION ITEMS

- A. Proposal by Commissioner Wolfson to Increase the Number of Evening Board Meetings Held at Animal Services Shelters (Public Comment limited to one minute per speaker)**

- B. Proposal by Commissioner Zaft to Develop Spay Neuter Public Education Program (Public Comment limited to one minute per speaker)**

7. ADJOURNMENT

Next Commission Regular Meeting is scheduled for 10:00 a.m., May 24, 2016, at City Hall, 200 North Main Street (entrance on Spring Street), 10th Floor, Room 1060, 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. Evening Meetings are held in various locations throughout the City, from 7:00 to approximately 9:30 P.M. 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, 350 South Grand Avenue, 45th Floor, Suite 4501, Los Angeles, CA 90071. 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. (For certain agenda items, speakers will have two (2) minutes.)

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 during general public comment period which is limited to two (2) minutes per speaker. (For certain agenda items, speakers will have two (2) minutes each.). 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.

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**

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PRESIDENT

LARRY GROSS
VICE PRESIDENT

COMMISSIONERS

OLIVIA E. GARCÍA

ROGER WOLFSON

ALANA YAÑEZ

City of Los Angeles

CALIFORNIA



**ERIC GARCETTI
MAYOR**

**DEPARTMENT OF
ANIMAL SERVICES**
221 North Figueroa Street
6th Floor, Suite 600
Los Angeles, CA 90012

(888) 452-7381
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BRENDA F. BARNETTE
GENERAL MANAGER

DANA H. BROWN
ASSISTANT GENERAL MANAGER

DEREK BROWN
ASSISTANT GENERAL MANAGER

NOTIFICATION OF ADMINISTRATIVE APPEAL HEARINGS

**To Be Held:
Tuesday, May 10, 2016, at 10:00 A.M.**

**City Hall
200 North Spring Street, 10th Floor, Room 1060
Los Angeles, CA 90012
(Entrance on Main Street)**

This serves as formal notice pursuant to Section § 53.18(q) 4 of the Los Angeles Municipal Code (LAMC) to the following parties and witnesses in the appeal(s) listed below:

- 1. Dangerous Animal Case: DA 153038 WL**
Respondent: Mark R. Lewis
West Los Angeles Animal Care and Control: Captain Wendell Bowers
Complaining Witness: Jill Crusenberry, Arnold Kessler, Jennifer Botte, Greg Wilk

These hearings will not be rescheduled, except for good cause.

As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services and activities. 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 additional information, please refer to the Board's "Rules and Procedures for Appeals", or contact the Department of Animal Services at (213) 482-9558, or visit the Department's website: <http://www.laanimalservices.com/>. Written statements are to be submitted to the Commission seven days prior and, if in excess of 50 pages, seven hard copies must be provided. You may submit your statement (50 pages or less) via email to: ani.commission@lacity.org.

Para información en español, llame al (213) 482-9558.

"Creating a Humane LA"

AN EQUAL OPPORTUNITY EMPLOYER

Visit our website at www.LAAnimalServices.com

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GENERAL MANAGER

DANA H. BROWN
ASSISTANT GENERAL MANAGER

DEREK BROWN
ASSISTANT GENERAL MANAGER

Report to the Board of Animal Services Commissioners

MEETING DATE: May 10, 2016

PREPARED BY: Paul Makowski

REPORT DATE: May 6, 2016

TITLE: Management Analyst II

**SUBJECT: REQUEST TO NEGOTIATE AND ENTER INTO CONTRACT AGREEMENT
WITH SPAY NEUTER PROJECT OF LOS ANGELES OR SNP|LA FOR
OPERATION OF THE EAST VALLEY SPAY/NEUTER CLINIC**

BOARD ACTION RECOMMENDED:

1. AUTHORIZE the General Manager of the Department of Animal Services, or designee, to negotiate and enter into a contract Agreement with Spay Neuter Project of Los Angeles or SNP|LA to operate the spay/neuter clinic at the East Valley animal shelter according to general terms described in this Board Report
2. DIRECT staff to transmit the approved Agreement to the Office of the Mayor and subsequently to the City Council, and authorize the General Manager of the Department of Animal Services to execute the subject Agreement upon receipt of necessary approvals.

SUMMARY

In 2010, the Department entered into an agreement to operate the East Valley shelter spay/neuter clinic (C-117333) with Spay Neuter Project of Los Angeles or SNP|LA. The agreement has been extended to the full length allowed by City policy and will expire on August 31, 2016. At its March 21, 2016 meeting, the Board approved a Request for Proposal (RFP) for operation of the East Valley Spay/Neuter Clinic. The RFP was released March 30, 2016 and proposals were due April 27, 2016. One proposal from SNP|LA was received. The proposal was evaluated and was determined to meet all criteria and qualifications. A draft agreement for spay and neuter services with contractor SNP|LA is attached.

BACKGROUND

Staff released the RFP on March 30, 2016 and proposals were due at 4:00pm on April 27, 2016. The Department received one proposal:

- SNP|LA (Spay and Neuter Project Los Angeles)

An evaluation team reviewed the proposal and concluded that the proposal meets all criteria and that the proposer has sufficient qualifications to perform the scope of services. The proposer has also demonstrated experience with the Department as the incumbent contractor managing clinic operations at the East Valley location.

The Department is recommending executing a contract for continued service with SNP|LA (Spay and Neuter Project Los Angeles). However, it is important to note that services performed by the contractor will be monitored for underperformance when measuring compliance with the Scope of Services in Section VII of the attached draft agreement. Department staff will exercise Quality Control measures outlined in Section VII subsection L of the attached draft agreement and may recommend exercising corrective options for underperformance.

Experience and Qualifications

SNP|LA has been in operation since 2007 and has performed over 145,000 pet sterilizations over the past 9 years. They currently operate animal sterilization clinics in Pico Rivera and San Pedro (the Department's Harbor animal shelter clinic) in addition to their incumbent operation at the East Valley shelter clinic.

Proposed Services

SNP|LA proposes four service categories: 1) Affordable Spay and Neuter, 2) Low Cost Veterinary Wellness, 3) Low Cost Vaccine Clinics, and 4) Community Outreach and Advocacy.

Compensation to City

Compensation to the City would be 1% of gross revenues for the wellness and vaccination services. Gross receipts for these services for the first year of the contract are estimated at \$420,000.

GENERAL CONTRACT TERMS

As attached, the Department is proposing an agreement as outlined below:

- Continuation of existing services
- Terms of new agreement:
 - Starting date: September 1, 2016
 - Agreement: 1 year
 - Extensions: Five (5) one-year extensions at Department discretion
 - Maximum term: Six years
 - Ending date: August 31, 2022, if all renewal options are executed
 - Service level: Perform spay/neuter surgeries on at least 5 dogs, 5 female cats, and unlimited male cats per day
- Amount: A maximum of \$500,000 per year

-
- Performance:
 - Number of surgeries: A minimum of 6,000 is expected
 - Wellness Clinic – Included
 - Vaccinations - Included
 - Outreach and education – Included
 - Billing and Payment: Contractor to bill City per surgery and City will reimburse monthly
 - Quality Control: Report and performance evaluation procedures are included to ensure that mutual efforts are made toward meeting Scope of Service objectives
-

FISCAL IMPACT:

There is no impact to the General Fund. The Animal Sterilization Fund will be used to reimburse the contractor based on rates established by the Animal Services Commission.

Approved:

Brenda Barnette

Brenda Barnette, General Manager

Attachments:

Draft East Valley Spay-Neuter Clinic Agreement
Draft East Valley License to Use the Premises of Spay-Neuter Clinic

BOARD ACTION:

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



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

City Agreement Number _____

WITH
To Provide Spay/Neuter and Related Veterinary Services

At the

East Valley Animal Shelter
Spay/Neuter Clinic
14409 Vanowen St
Van Nuys CA 91405

City Agreement Number _____

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PERSONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LOS ANGELES
AND SNP|LA (SPAY NEUTER PROJECT OF LOS ANGELES, INC.)

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

To City Agreement Number _____

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is entered into as of _____, 2016, and will be effective on the date the Office of the City Clerk attests this Agreement ("Execution Date"), between the City of Los Angeles ("City"), a municipal corporation, acting by and through the Department of Animal Services ("Department"), the Department of General Services ("GSD"), and SNP|LA (Spay Neuter Project of Los Angeles, Inc.) which is authorized to do business in the State of California, with regard to the following:

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

WHEREAS, the Contractor was selected pursuant to a Request for Proposals ("RFP") issued by the Department on March 30, 2016 to solicit such services, and Contractor submitted a proposal in response to the RFP, met the requirements, and was awarded this Agreement by the Animal Services Board of Commissioners ("Board") on _____, and approved by the City Council on _____, for a one-year contract, renewable at the City's sole discretion for up to five additional years, for a period of up to six years (C.F. _____); and

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

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

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

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

WHEREAS, the Contractor shall also execute the license agreement attached as **Exhibit A** and shall be subject to the terms of the license agreement; and

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

Section I. Representatives of the Parties and Service of Notice

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

1. The representative of the City shall be the General Manager of the Department, or that person's authorized representative, as follows:
Brenda F. Barnette
General Manager, Department of Animal Services
200 North Spring Street, Room 1913
Los Angeles, California 90012
2. The representative of GSD shall be the General Manager of that department, or that person's authorized representative, as follows:
Tony M. Royster
General Manager, Department of General Services
111 East First Street, Room 201
Los Angeles, California 90012
3. The representative of Contractor shall be:
Noel Jackson, Executive Director
SNP|LA (Spay Neuter Project of Los Angeles, Inc.)
957 N. Gaffey Street
San Pedro, CA 90731

B. Formal notices, demands, and communications required hereunder by any party shall be made in writing and communicated by U.S. mail, fax, or email.

C. If the name of the person designated to receive the notices, demands, or communications, or the address of such person is changed, written notice shall be given to the other parties within five (5) business days of said change.

Section II. Term

Unless terminated earlier pursuant to this Agreement or pursuant to termination provisions within the attached exhibits incorporated herein, the term of this Agreement shall be for ONE YEAR from September 1, 2016 to August 31, 2017, and may be renewed for up to FIVE additional one year terms at the sole discretion of the Department and GSD. The City intends to exercise the renewal option on the condition that the Contractor's performance reasonably meets the expectations stipulated in this Agreement.

Section III. Maximum Payment

Payment to the Contractor by the City shall not exceed \$500,000 during each of the City's Fiscal Years (defined as July 1 through June 30) or during any 12 months of the Agreement, including the value of discount coupons and free certificates. This provision shall not mean that the City is required to reach or approach this amount.

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

Contractor shall comply with all provisions of the License to Use the Premises of Animal Spay and Neuter Clinic ("License"), attached as **Exhibit A**, incorporated and made part of this Agreement.

Section V. Standard Provisions for City Contracts

Contractor shall comply with all provisions of the City of Los Angeles' Standard Provisions for City Contracts, (Revised 03/09), ("Standard Provisions"), attached as **Exhibit B**, incorporated and made part of this Agreement.

Section VI. Premises

The premises covered by this Agreement are the Spay/Neuter Clinic ("Premises" or "Clinic") located at the following location:

East Valley Animal Shelter
14409 Vanowen Street
Van Nuys CA 91405

Section VII. Scope of Services

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

A. Surgical Sterilizations

The Contractor shall use its best efforts to perform timely surgeries on every animal provided to the Contractor by the Department.

The Contractor will perform:

1. Spay and neuter surgeries on qualified animals adopted from the shelter (including dogs and cats eight weeks of age or older, and rabbits). On each day of operation, Contractor shall use best efforts to perform surgeries if requested and are provided by the Department as follows:

A minimum of five dogs any sex,
A minimum of five female cats,
Unlimited male cats.

The number of animals referred to the Clinic would depend on what is available and the needs of the Department.

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

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

2. Pre-surgical physical examinations on all surgical candidates to determine if an animal is qualified for surgical treatment.
3. Other ancillary medical procedures associated with surgical sterilizations, according to the provisions outlined below:
 - a. The Contractor will conform to all surgical standards as required by the California Veterinary Medicine Practice Act (CVMPA).

- b. Animals deemed unfit or unhealthy by a veterinarian may be rejected for surgical sterilization.
- c. Animals that are pregnant, in estrus, cryptorchid, or have any other medical condition outside the scope of a healthy animal sterilization, may be surgically sterilized at the discretion of the Contractor's veterinarian.
- d. Owners of older animals that may require pre-surgical, geriatric blood screening shall be referred to a private veterinarian prior to sterilization.
- e. If during surgery, the animal is discovered to be already sterilized, the same fee that would have been charged for a standard sterilization shall be charged.

B. Microchips

For dogs, cats or rabbits brought in to the Clinic by the public, Contractor shall offer microchips at a price listed on Contractor's price schedule and subject to Department approval. Contractor shall provide the owner (for owned animals) and Department (for shelter animals) with the microchip number.

C. Licensing

The Contractor will make reasonable efforts to assist the Department in its efforts to license all dogs within its jurisdiction by providing, along with any other reporting requirements, a monthly report on the licensed dogs entrusted to their care for sterilization to include the following information:

- Dog's name
- Breed of dog
- Owner's name
- Owner's address and phone number
- Dog's license information

The Contractor shall attempt to sell dog licenses or puppy certificates for dogs brought in for veterinary services by persons residing in the City of Los Angeles whose dogs are not licensed. For this service the Contractor will be paid \$2.00 or such other amount as determined by the Board of Animal Services Commissioners and approved by the City Council, for each dog license or puppy certificate sold consistent with the guidelines established by the Department. This Section C shall exclude dogs that are adopted from the Shelter and sent to Contractor by the Department for spay/neuter or related services as part of the adoption process.

D. Emergency Medical Treatment

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

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

Charges for medical emergency treatment for animals in the care and control of the Contractor but not caused as a result of the sterilization by the Contractor, either by the Contractor or at referred veterinary hospitals that are pre-approved by the Department, may be charged to the pet owner, as described in the Contractor's consent form authorizing spay/neuter surgery.

E. Care of Animals

1. Contractor's care of animals in its custody shall be in conformance with all federal, state, and local humane laws and statutes. A California-licensed veterinary technician, or equivalent, shall remain on duty following the procedure until each animal's recovery status meets the conditions set forth by the CVMPA to send home with his or her owner or transfer to the care of Shelter staff, depending on where the animal came from.
2. Owned animals unclaimed by owner(s) at the end of the business day shall be kept overnight at the Clinic while reasonable efforts are made by the Contractor to contact the pet owner. Animals unclaimed by owners are considered "abandoned" under State law, and Contractor must follow State abandonment law procedures. Animals that have been adopted and sent to the Contractor for sterilization may be returned to the shelter if the owner does not pick up the animal at the close of business. However, the Contractor may use reasonable efforts to contact the owner and arrange to keep the animal for a longer, and mutually agreeable, period.
3. All pre-adopted animals shall be released on the day of surgery to their owners. Animals that are not pre-adopted shall be released to the Department at such time as medically safe to do so.

F. Release of Animals

All animals shall be released to pet owners or adopters with post-operative instructions, including emergency telephone numbers. Should complications occur, the Contractor shall retain responsibility and care for the animal until the complication is abated.

G. Wellness Clinics

As part of this Agreement, the Department has expressed its desire for the operation of a Wellness Clinic by Contractor. When the contract is ratified and the Clinic is operational, a contract modification may be negotiated between the parties.

H. Optional Services and Additional Fees to the Public

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

I. Operational Requirements

1. Maintaining a Written Protocol of Procedures

Contractor shall maintain at all times an approved written protocol detailing all

procedures, including, but not limited to animal handling, vaccination, anesthesia surgery guidelines, and drug inventory. This protocol must be available for review and approval by the Department at the inception of this Agreement and at all times during its term. The Contractor shall post this protocol in a public area at all times.

2. Days and Hours of Operation

Contractor shall provide spay and neuter services a minimum of four days per week. All hours and days of operation, including additional holidays, shall be subject to mutual agreement between Contractor and Department, to be coordinated with the Shelter, and shall be prominently posted, clearly visible to the public. Contractor may not change hours and days of operation without prior written approval from the Department; such changes must be announced to the public no less than seven (7) calendar days before they become effective.

Contractor must notify Department via the Director of Shelter Operations of planned closures no less than 14 calendar days before the closure, and must post notice of said closure for public view. In the event that the Contractor's veterinarian will be absent, Contractor may retain the temporary services of an alternate licensed veterinarian to perform surgeries in the absence of the Contractor's veterinarian, subject to Department disapproval. The Department reserves the right to have its own veterinary staff or other veterinarian perform said surgeries if the Contractor's veterinarian is absent.

3. Equipment and Supplies

Contractor shall obtain, at its own expense, all equipment and supplies to be used in the operation of the Clinic, including all medical supplies, medicines, cleaning agents, microchips, tools, anesthesia machines, autoclaves, and any other necessary tools, instruments, supplies, and equipment. Contractor shall maintain in good working order, at its own expense, all equipment used in the operation of the Clinic, and shall ensure that repairs or replacement of equipment does not unreasonably interrupt its services.

Alterations and improvements, capital improvements, and maintenance issues shall be coordinated with Animal Services' Director of Shelter Operations, and subject to the approval of the Department of General Services' Director of Real Estate Services, (213) 922-8501.

4. Equipment Purchase Option

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

5. Cost of Supplies, Services, and Personnel

The cost of setting up, staffing, maintaining, and performing services under this Agreement shall be the Contractor's sole responsibility.

6. Licenses and Permits

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

- A current Veterinary Premise License for the Clinic, naming the Contractor's veterinarian as the Managing Licensee, as required by the California Veterinary Medical Board.
- A current Veterinarian License for the Contractor's veterinarian(s), as required by the

- California Veterinary Medical Board.
- A Controlled Substance Registration Certificate, as required by the U.S. Department of Justice, Drug Enforcement Administration (DEA).
- All other necessary permits to operate the Clinic, including current licenses from the Board of Consumer Affairs, and any other regulatory agencies requiring licensure.

All licenses requiring display will be displayed in a designated area as prescribed by law. Copies shall be provided to the Department. Contractor shall maintain all licenses and permits current throughout the term of this Agreement, and shall not begin services under this Agreement until such licenses and permits are obtained.

7. Hazardous Waste Disposal

As used in this Agreement, the term "hazardous waste" shall mean any hazardous or toxic substances, biohazards, medical wastes, sharps, hypodermic needles, discarded animal tissues or animal carcasses, or other materials or wastes, used or discarded by the Contractor in connection with its operations, which can damage the environment or be harmful to health. The Contractor will be solely responsible for disposal of hazardous waste, at its own cost. Animal Services can provide the Contractor with the name of the vendor currently removing sharps for the Department.

J. Fees and Payments

1. Fees for Spay/Neuter Surgeries (for Shelter animals and animals adopted from the Shelters) Set by Board

Fees for spay/neuter surgeries paid by the Department, including rates for vouchers (coupons and certificates), Authorities for Expenditure (AFE), and other fees, are set by the Board; if the Board revises said fees, the Department shall pay the Contractor the revised fees effective on the date of the Board's approval, or as otherwise effected by the Board.

2. Definitions

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

3. Surgery Discount to Department

The Contractor proposes a 10 % discount on spay/neuter surgeries of shelter animals and to compensate the City at a rate of 1% of adjusted gross monthly income (gross income excluding voucher income) paid each month to the City for the duration of the contract (as compensation paid in lieu of rent and utilities for use of the East Valley Animal Shelter's Spay/Neuter clinic).

Shelter sterilizations will also include, free antibiotic injection, E-Collar and a wellness exam for adopted animals. Additional services available at a reduced rate for adopted

animals; general and specialty surgical procedures, discounted vaccines, medications, flea control, and low-cost spay/neuter services.

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

- a. Animal owners will transport their owned animal to the Contractor along with a voucher and pick up the animal from Contractor after service is completed.
- b. Coupons/Certificates are non-transferable, are not valid beyond the expiration date printed on them, and must be presented to Contractor at the time of sterilization. Coupon/Certificate may only be used for owned cats and owned dogs, and are not valid for the sterilization of feral cats. Either a discount coupon or free certificate, but not both, may be used per animal per sterilization. Coupon/Certificate cannot be used for any veterinary service other than sterilization, nor in combination with any other program.
- c. Contractor may charge a co-payment from an animal owner with a \$30 Discount Coupon. No co-payment or additional fees may be charged to an animal owner with a \$70 free certificate for sterilization including, but not limited to, uterine infection, pregnant or "in estrus" animals, animals with retained testicles, or animals weighing more than 50 pounds.
- d. SNP|LA (Spay Neuter Project of Los Angeles) will accept \$30 discount coupons towards surgery and \$70 free certificates as full payment for surgery. In addition to the sterilization surgeries, SNP|LA (Spay Neuter Project of Los Angeles) will provide an E-collar and pain medication as part of the discount coupon/free certificate package. SNP|LA (Spay Neuter Project of Los Angeles) will administer core vaccinations (rabies and DA2PP or FVRCP) if needed at a discounted rate to the client. Ancillary services, such as flea and/or ear mite treatment, microchips, and antibiotics (prescribed on an as-needed basis) may be provided to clients at a cost, which client can accept or deny.

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

- a. Department staff will transport the animal, or in cases of deferred sterilization approved by Department veterinary staff, the animal owner will transport the animal, along with an Authority for Expenditure (AFE).
- b. No additional fees or co-payments may be charged for the sterilization of shelter animals, including physical examination, routine hospitalization, vaccines, and after-care services such as suture removal, licking problems, infections, and other normal procedures. For owned animals that are obese, geriatric, pregnant, or exhibit uterine infections, in estrus, with retained testicles(s), or hernias, the Contractor shall obtain prior authorization from the adoptive owner before treatment, as part of its standard consent form.
- c. If the Department does not authorize the additional treatment and the Contractor is unable to perform the sterilization of any shelter animal, Department staff will retrieve the animal. Contractor shall absorb all costs of treatment provided without prior approval from the Department.
- d. For animals that have been adopted and are being sent to Contractor from the Department for surgery, but who are deemed by Contractor's veterinarian to be unsuitable for sterilization that day, Contractor shall contact the adopter to explain that the animal is unfit for surgery and to explain why surgery cannot be completed on that day. The Contractor will ask the adopter if they would like to pick up the animal and bring it home, or if they no longer want the animal. If the adopter agrees to pick up the animal, the Contractor shall inform the

Department's medical staff and the shelter, who will issue a D-300 surgery deferral as described in Section 6(c) below. If the adopter advises the Contractor that he or she no longer wants the animal, he or she shall be instructed to go to the shelter to process the return, and Contractor shall return the animal to the shelter. The Department shall not reimburse the adopter or Contractor for veterinary fees not authorized by the Department in writing.

e. For adoption events, animals will be brought in for sterilization with an AFE by Department staff and picked up on the same day of the surgery in accordance with the arrangement made between Contractor and Shelter. Contractor will notify the Shelter where the animal came from if an animal is unfit for surgery and the Department will retrieve the animal from the Contractor.

6. Contractor Responsibilities

a. Contractor shall follow the mandates of the California Veterinary Medicine Practice Act.

b. Contractor shall report to the Department all deaths of shelter animals that occur under the care and control of the Contractor within five business days by submitting a completed report.

c. Surgery can be deferred and Contractor shall re-schedule the sterilization, or reject the animal for sterilization if deemed unfit or unhealthy by Contractor. For adopted animals being delivered to the Contractor for sterilization surgery, if surgery is deferred, the Contractor shall bring the animal to the shelter for medical staff to issue a medical deferment ("D300"). The Contractor cannot release the animal to the adopter.

d. Contractor shall make reasonable efforts to ensure that the person named on the Coupon/Certificate or AFE is the same person requesting the services, and that the Coupon/Certificate or AFE has not been transferred.

e. Contractor has a duty to check, within reason, that no more than three Coupon/Certificates or AFEs have been issued for more than three cats or three dogs to any one person or address, and notify the Department of any irregularities.

f. Contractor shall make reasonable efforts to report any abuse, fraud or suspected abuse or fraud by pet owners.

7. Billing and Record Keeping

a. Upon completion of sterilization, Contractor shall bill the Department for services rendered by using the Department's online "Vet Portal" system available at anivet.lacity.org. Instructions for the Vet Portal can be located on the website under the "Help" Tab.

b. To ensure timely payment, the Contractor must follow the procedures below:

- i. Enter the \$30 discount coupon/\$70 free certificate and/or Authority For Expenditures (AFE) into the Vet Portal. The processing of these invoices into the Vet Portal must be completed and submitted online by the 10th of each month. This is to ensure payment for the previous month's surgeries.
- ii. Submit the original invoices to the Department by the 10th of each month
- iii. Place the \$30 discount coupon/\$70 free certificate and/or AFEs (\$60, \$68, \$65, \$110, \$118) in numerical order by the S/N Voucher number, e.g., F11-0000.
- iv. Place the Discount Coupon/Free Certificate (\$30, \$70) in numerical order by the S/N Voucher number, e.g., F11-0000.

- v. Maintain photocopies of the original documents in the event an original document cannot be located.

Note: Do not use the Department's prepaid envelopes to submit invoices. Payment will be delayed by using these envelopes inasmuch as these are for a different program.

c. The required sections of the Voucher and/or AFE shall be completed by Contractor and mailed to: Attn: Accounting Section, Department of Animal Services, 200 North Spring Street 19th Floor, and Los Angeles CA 90012. The \$30 discount coupon/\$70 free certificate or AFEs submitted without surgery date, veterinarian's name and address and signature will be returned for completion.

d. Billing must be submitted within 60 days after sterilization services or they will not be honored by the Department. Billings received after the 10th of each month will be processed the following month.

e. The \$30 discount coupon/\$70 free certificate and/or AFEs have no face value until the Contractor completes the work, certifies by signature that the work is completed, and requests payment in the manner prescribed by the Department.

f. Original \$30 discount coupon/\$70 free certificate and/or AFEs for surgeries performed by Contractor shall be mailed to the Department of Animal Services. A photocopy of the \$30 discount coupon/\$70 free certificate and/or AFEs shall be retained on file at Contractor's facility for a minimum of three (3) years. Signed, completed \$30 discount coupon/\$70 free certificate and/or AFEs shall serve as proof of each service performed and billed to Department.

g. All payments are subject to the review and approval of Contractor's full documentation and work performance by the Department.

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

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

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

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

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

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

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

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

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

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

K. Code of Ethics

The Contractor shall abide by the following Code of Ethics in providing services under this Agreement.

1. General: The Contractor shall perform services in an ethical and lawful manner. The Contractor shall not utilize medical or surgical techniques that are not approved by the American Veterinary Medical Association (AVMA) nor perform any services that the City has not authorized.
2. Communication Guidelines: Communication with the public shall be conducted in a positive, courteous manner.
3. Harassment or Abuse: The Contractor's personnel shall not engage in any conduct which would harass, oppress, or abuse any animal owner, Department staff member, or volunteer in connection with the services provided.
4. False or Misleading Representations: The Contractor's personnel shall not use any false, deceptive, or misleading representation with regards to the services provided.
5. Treatment of the Public: Contractor's personnel shall at all times treat the public with the utmost courtesy.

L. Quality Control

1. Contractor Employee Acceptability

The Contractor shall, upon reasonable request of the Department, immediately remove and replace any of its employees who violate the terms and conditions of this Agreement.

2. Quality Assurance

The Contractor shall establish and maintain quality standards to assure it and the Department that the requirements of this Agreement are met. Quality standards to track may include but are not limited to: number of public and shelter sterilizations performed by animal, by type of sterilization and by size of animal; the number of \$70 free certificates/\$30 discount surgeries; number of animal deaths; number and type of other services performed; number of emergencies by animal by type of emergency; and, number of animals sent to private veterinarians for emergencies.

Contract information shall be provided monthly to the Department for review.

The Department will evaluate the Contractor's performance using such procedures as may be necessary to ascertain Contractor compliance with this Agreement including, but not limited to on-site inspections, photographing interior of the Clinic, and written reports by Department veterinary or contract administration staff; qualified outside inspectors may also be used. The Contractor shall be required to immediately correct all deficiencies found by the Department. Site visits should be made with reasonable advance notice, if appropriate. The Department reserves the right to make unannounced visits if circumstances warrant this.

3. Performance Evaluation

The Contractor shall meet with the Department Contract Administrator quarterly, or as otherwise agreed, to discuss the Contractor's operations and assess the Contractor's capacity to provide the required services for the Department, to discuss the services provided, and other matters of mutual interest.

4. Adequate Stock

Contractor shall maintain an adequate stock of all supplies and materials required for the performance of services, such as drugs, medical supplies, general office maintenance supplies, and clerical supplies, so that services are not unreasonably impacted by a lack of supplies.

5. Reporting Requirements

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

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

Reports are to be submitted along with the monthly invoices.

6. Reporting of Animal Deaths

The Contractor shall report to the Department all deaths of animals under the care and control of the Contractor, within five business days of the death.

7. Termination

Either the City or the Contractor may terminate this Agreement prior to its expiration, for any reason or no reason, at any time by providing the other party with one-hundred eighty (180) days written notice thereof.

8. Insurance – Notice of Cancellation

All required insurance will be maintained in full force for the duration of Contractor's business with the City. Contractor shall provide at least thirty (30) days' prior written

notice directly to the City if it anticipates or receives notice that any required insurance policy will be cancelled or materially reduced, for any reason except impairment of an aggregate limit due to prior claims.

9. Audits

City reserves the right to audit performance of Contractor pursuant to the terms of this Agreement and of a time and frequency at the sole discretion of City. Should City determine Contractor's performance, including Contractor's ability to utilize funds provided under this Agreement, does not meet expectations of the City as stipulated in Agreement, City reserves the right to renegotiate terms of this Agreement including but not limited to level of services provided by Contractor to City and/or maximum payment amount allocated to Contractor. City also reserves the right to terminate this Agreement, based on its findings resulting from audits, by providing thirty (30) days written notice to Contractor.

Section VIII. Incorporation of Attachments

The following Exhibits are hereby incorporated into and made a part of this Agreement, collectively as Exhibit C:

The Contractor shall comply with the City's contracting requirements. These include:

- Affirmative Action
- Equal Benefits Ordinance
- First Source Hiring
- Non-discrimination/EEO
- Slavery Disclosure

After award of the Agreement, and prior to execution, the Contractor shall complete and submit the following (forms to be provided to the selected Contractor):

- Living Wage documents
- Contractor Responsibility Ordinance
- City Ethics Commission Forms 50, 55, 56
- Iran Contracting Act Form
- Child Support, ADA, Non-Collusion Compliance Forms

The following must be submitted to the Department before contract execution:

- Copy of Los Angeles Business Tax Registration Certificate (BTRC)
- Form W-9
- Proof of Insurance, subject to City approval

Section IX. 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:

- This Agreement
- License to Use the Premises of Animal Spay and Neuter Clinic – Exhibit A
- City Standard Provisions for City Contracts (Rev 03/09) – Exhibit B
- Section VIII attachments – Exhibit C
- RFP
- Contractor's response to the RFP

|

Section X. Entire Agreement

This Agreement, including Exhibits A through C, constitutes the full and complete understanding between the parties. The Exhibits are as follows:

Exhibit A – License to Use the Premises of Animal Spay and Neuter Clinic

Exhibit B – City Standard Provisions of City Contracts (Rev 03/09)

Exhibit C – Section VIII attachments

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original.

DRAFT

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

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

By _____
Brenda F. Barnette, General Manager

Date: _____

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

By _____
Tony M. Royster, General Manager

Date: _____

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

By _____
Dov S. Lesel, Assistant City Attorney

Date _____

**ATTEST:
HOLLY WOLCOTT, City Clerk**

By _____
Deputy City Clerk

Date _____

**CONTRACTOR – SNP|LA (Spay Neuter
Project of Los Angeles)**

By _____

Date _____

(second signature required of corporations)

By _____

Date _____

Los Angeles City Business Tax License Number _____

IRS Taxpayer Identification Number _____

City Agreement Number _____

LICENSE

East Valley Spay and Neuter Clinic
14409 Vanowen Street
Van Nuys, California 91405

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**SUMMARY OF LICENSE TO USE THE PREMISES OF SPAY AND NEUTER CLINIC
AT THE EAST VALLEY ANIMAL CARE CENTER
14409 Vanowen Street
Van Nuys, California 91405**

For information purposes only - not part of License

LAND NO.:
CF NO.:

Council Approval Date:

EBO STATUS:

OCC Date:

LWO STATUS:

OCC Date:

SDO STATUS: SDO Affidavit Receipt Date:

EEO STATUS: EEO/AA Certification Receipt Date: _____

NOTE: This license exceeds the EEO threshold, requiring submission of an Affirmative Action Plan.

CITY ATTORNEY
SIGNATURE:

PREMISES East Valley Spay/Neuter Clinic

ADDRESS: 14409 Vanowen Street
Van Nuys, California 91405

LICENSOR: CITY OF LOS ANGELES
City Attorney/Annette R. Bogna
Department of General Services

Client: Department of Animal Services
John Forland 213/482-9554

LICENSEE: SNP|LA (Spay Neuter Project of Los Angeles, Inc.)
957 N. Gaffey Street
San Pedro, CA 90731

USE: Animal Spay and Neuter Clinic providing services pursuant to a services agreement.

TERM: Pursuant to the Personal Services Agreement.

CONSIDERATION: Discounted Spay and Neuter Services to City

SECURITY Stipulated in the Personal Services Agreement
DEPOSIT:

FORM: GENERIC.107 (7/14/00))

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LICENSE TO USE THE PREMISES OF ANIMAL SPAY AND NEUTER CLINIC

East Valley Animal Care Center
Spay and Neuter Clinic
14409 Vanowen Street
Van Nuys, California 91405

PREAMBLE

The **CITY OF LOS ANGELES** ("**CITY**"), enters into this agreement ("**LICENSE**") by and through its Department of General Services ("**GSD**"), and with the cooperation and consent of its Department of Animal Services ("**DEPARTMENT**") as Licensor, for and in consideration of LICENSEE's providing the services to the community specified in Article 5.1, below, and of the keeping and performance by LICENSEE of the provisions and conditions hereof, gives permission to SNP|LA (Spay Neuter Project of Los Angeles, Inc., hereinafter "**CONTRACTOR**" or "**LICENSEE**") to use that certain area of real property described as and/or located at 14409 Vanowen Street, Van Nuys, California ("**PREMISES**"), and specifically described as the Animal Spay and Neuter Clinic ("**CLINIC**"), as indicated by the shaded portion shown on the Plan attached to the PERSONAL SERVICES AGREEMENT as Exhibit C and incorporated herein by this reference, owned and under the jurisdiction of GSD and under the control and direction of DEPARTMENT for the purpose of providing services as specified in the PERSONAL SERVICES AGREEMENT. CLINIC is licensed to LICENSEE on an "as is" and non-exclusive basis, with no obligation on the part of GSD or DEPARTMENT to modify or alter the Premises.

THE FOREGOING PERMISSION is given upon and subject to the following provisions and conditions:

ARTICLE 1. BASIC LICENSE PROVISIONS

1.1. **Capacity of CITY as Owner.** Except where clearly and expressly provided otherwise in this License, the capacity of the City of Los Angeles in this License shall be as the property owner only, and all obligations or restrictions, if any, imposed by this License on CITY shall be limited to that capacity and shall not relate to or otherwise affect any activity of the City of Los Angeles in its governmental capacity, including, but not limited to, enacting laws, inspecting structures, reviewing and issuing permits, and all other legislative, administrative, or enforcement functions of the City of Los Angeles pursuant to federal, state, or local law. Nothing in this Section or this License shall be construed as abrogating or limiting any immunities or exemptions which the City of Los Angeles is entitled under the law.

1.2. **Execution Date.** The defined term "**Execution Date**" shall mean the date the Office of the City Clerk of Los Angeles attests this LICENSE.

1.3. **Title to PREMISES.** LICENSEE hereby acknowledges that title to the Premises vests with CITY, and agrees never to assail or resist the same, and further agrees that LICENSEE's use and occupancy of the Premises shall be restricted to the purposes of this License and the permission given under this License.

1.4. **No Interest in Real Property.** LICENSEE hereby acknowledges that this agreement is a license only and does not constitute a lease of or any interest in real property.

1.5. **Acknowledgment of Taxable Interest.** No fee interest in real property is hereby conveyed; however, by executing this LICENSE and accepting the benefits thereof, a property interest may be created known as a "possessory interest" and such property interest will be subject to property taxation. LICENSEE, as the party in whom the possessory interest is vested, shall be responsible for the payment of all property

taxes, if any, levied upon such interest. LICENSEE acknowledges that the notice required under California Revenue and Taxation Code section 107.6 has been provided. LICENSEE acknowledges that by this Article it has been informed of the necessity of filing a claim for exemption to obtain any available exemptions from said tax, and has also been advised that exemption from taxes may not be granted, and that GSD has no control as to whether or not such exemption will be granted.

ARTICLE 2. USE AND OPERATIONS

2.1. **Joint Use.** The right and permission of LICENSEE is subordinate to the prior and paramount right of DEPARTMENT to use said real property for the public purposes to which it now is and may, in the sole discretion of GSD, be devoted. LICENSEE undertakes and agrees to use the PREMISES and to exercise this LICENSE jointly with GSD and DEPARTMENT, and will at all times exercise this LICENSE in such manner as will not injure or interfere with the full use and enjoyment of the PREMISES by DEPARTMENT. PREMISES shall be used by LICENSEE only for those services expressly stated in the PERSONAL SERVICES AGREEMENT. Any other use shall be prohibited, except by the prior written consent of GSD and DEPARTMENT.

2.2. **Hours of Business; Continuous Operation.** Hours of business shall be specified in the PERSONAL SERVICES AGREEMENT.

ARTICLE 3. TERM

3.1. **Term.** The Term of this License ("Term") shall be, concurrent with the term of the PERSONAL SERVICES AGREEMENT, including any extension, unless terminated earlier pursuant to this LICENSE.

3.2. **Extensions/Renewals.** If GSD and DEPARTMENT duly execute any of the Personal Services Agreement's renewal or extension options in accordance with the terms of the PERSONAL SERVICES AGREEMENT, the TERM of this LICENSE shall remain concurrent with the duly executed renewal or extension options, unless otherwise terminated earlier by GSD pursuant to Article 14 of this LICENSE. In no event shall LICENSEE have any extension right if then in default under this LICENSE (with any applicable cure period having expired).

3.3. **Holdover.** If LICENSEE remains in possession of the PREMISES beyond the authorized TERM without GSD's and DEPARTMENT's written consent, LICENSEE shall be deemed to be a licensee at sufferance.

ARTICLE 4. NOTICES

4.1. **Notices - Where Sent.** All notices given under this License which are mailed or telecopied shall be addressed to the respective parties as follows:

To GSD:
City of Los Angeles
c/o Department of General Services
Asset Management Division
Suite 201, City Hall South, 111 East First Street
Los Angeles, California 90012
Telecopier: 213/922-8510

To DEPARTMENT:
City of Los Angeles
c/o Department of Animal Services
221 North Figueroa Street, Suite 600
Los Angeles, California 90012
Telecopier: 213/482-9511

with a courtesy copy of any notice to:
Office of the City Attorney
Real Property/Environment Division
700 City Hall East
200 North Main Street
Los Angeles, California 90012
Telecopier: 213/978-8217

To LICENSEE:
SNP/LA (Spay Neuter Project of Los Angeles, Inc.)
957 N. Gaffey Street San Pedro, CA 90731

ARTICLE 5. CONSIDERATION

5.1. **Consideration.** In consideration of this LICENSE, LICENSEE hereby agrees to provide those services at the CLINIC and abide by the terms of the PERSONAL SERVICES AGREEMENT. LICENSEE and DEPARTMENT agree that this LICENSE will terminate immediately upon the termination of said PERSONAL SERVICES AGREEMENT for any purpose whatsoever.

ARTICLE 6. MAINTENANCE AND REPAIR

6.1. **Maintenance and Security.** GSD shall maintain in good order, condition, and repair the Premises and every part thereof, including, but not limited to: windows and plate glass windows; interior and exterior walls; floors and ceilings; interior and exterior doors; fixtures; appliances; electrical facilities and equipment; plumbing fixtures and plumbing; and restrooms. GSD agrees to maintain and repair, at GSD's sole cost and expense, all of GSD's Improvements on the PREMISES. LICENSEE may not change the locks without the prior written consent of GSD, which consent shall be given by GSD in its sole and absolute discretion and which consent shall require that GSD and DEPARTMENT be provided with a complete set of all new keys.

6.2. **Janitorial.** LICENSEE shall be responsible for providing and paying for its own janitorial/cleaning/housekeeping services. LICENSEE shall keep clean the Premises and every part thereof, including, but not limited to, windows, interior walls, floors and ceilings, doors, fixtures, appliances, plate glass windows and restrooms. LICENSEE shall promptly remove non-hazardous trash and waste generated from its operations, to an appropriate trash dumpster as designated by the DEPARTMENT.

6.3. **No Repair Obligation by GSD.** Notwithstanding GSD's obligation to maintain the Premises in good working order as stipulated in Article 6.1, GSD shall have no further obligation to repair, remodel, replace, and/or reconstruct any improvement on the PREMISES. In the event the PREMISES becomes unusable for the purposes provided herein, GSD, DEPARTMENT, and LICENSEE shall meet and discuss necessary repairs or remodeling to restore Premises to a usable condition. If no agreement can be reached, however, LICENSEE's sole remedies shall be to either correct the deficiencies at its own expense or to terminate this License upon thirty (30) days prior written notice to GSD, and LICENSEE waives any other remedy, whether in damages or in specific performance.

6.4. **Rights Reserved by GSD.** Without limiting any rights GSD may otherwise have under this License, GSD specifically reserves the right from time to time, subject to its use of reasonable efforts to minimize interference with LICENSEE's use and occupancy of the Premises and without compensation to LICENSEE for inconvenience or otherwise:

(a) To install, use, maintain, repair, replace and relocate pipes, ducts, conduits, wires, fixtures and appurtenant meters and equipment for service to the Premises and/or other parts of the Building, in which case GSD shall have responsibility for the disturbance, if any, of asbestos resulting therefrom; and

(b) To make changes to the Premises design and layout, including without limitation, changes in the location, size, shape and number of entrances, loading and unloading areas, ingress, egress, direction of traffic, walkways, and parking areas.

ARTICLE 7. UTILITIES

7.1. **Electricity, Gas, Water and Telecommunications.** Electricity, natural gas and hot and cold water shall be furnished to LICENSEE by GSD at no cost to LICENSEE, except that GSD reserves the right to install utility sub-meters, at which time LICENSEE shall pay for any usage at the rates charged by the local public utilities. LICENSEE shall be responsible for arranging for the provision of any telecommunications services to the Premises, including, without limitation, telephone, Internet, and cable service. Charges for all telecommunications supplied to the Premises shall be paid by LICENSEE.

7.2. **Air Systems.** GSD shall provide, operate, repair and maintain a heating, cooling, and control system ("HVAC") serving the Premises.

ARTICLE 8. COMPLIANCE WITH ALL LAWS AND REGULATIONS

8.1. **Compliance with Statutes and Regulations.** LICENSEE warrants and certifies that in the performance of this License, it shall comply with all applicable statutes, rules, regulations and orders of the United States, the State of California, and the County and the City of Los Angeles, including laws and regulations pertaining to building, labor, wages, hours, and other conditions of employment. LICENSEE must comply with all new or revised laws, regulations and/or procedures that apply to the performance of this License.

8.2. **Americans with Disabilities Act.** LICENSEE shall construct all improvements and operate upon the Premises in a manner which is in compliance with the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.) and any and all other applicable federal, state, and local laws regarding accessibility for persons with disabilities (collectively "the ADA").

8.3. **Hazardous Materials.** As used in this License the defined term "Hazardous Materials" shall mean any hazardous or toxic substances, biohazards, medical wastes, or other materials or wastes that are or become regulated by the United States, the State of California, or any local government authority having jurisdiction over the Premises. Without limiting any of the obligations described above, LICENSEE shall not use or permit the Premises or any part thereof to be used to generate, manufacture, refine, treat, store, handle, transport or dispose of, transfer, produce or process Hazardous Materials without GSD's prior written consent, which may be denied at GSD's sole discretion, and then, in any of the foregoing cases, only in compliance with all laws and regulations with respect to Hazardous Materials (the "Environmental Regulations") (including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. § 9601, et seq.) (together with the regulations promulgated thereunder, "CERCLA"), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901, et seq.) (together with the regulations promulgated thereunder, "RCRA"), the Emergency Planning and Community Right-To-Know Act, as amended (together, with the regulations promulgated thereunder, "Title III") (42 U.S.C. § 11011, et seq.) and any so-called "Superfund" or "Superlien" law), nor shall it permit, as a result of any intentional or unintentional act or omission on its part or by any sublicensee, the storage, transportation, disposal or use of Hazardous Materials or the release or threat of release of Hazardous Materials on, from or beneath the Premises or onto any other property. Upon the occurrence of any such release or threat of release of Hazardous Materials, LICENSEE shall promptly notify GSD and DEPARTMENT, and thereafter commence and perform, without cost to GSD, all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials so released, on, from or beneath the Premises or other property, in strict compliance with all Environmental Regulations. Nothing in this License shall prohibit LICENSEE from the transportation to and from, and the use, storage, maintenance, and handling within, the Premises of substances customarily used in connection with the services provided under the Personal Services Agreement, provided: 1) such substances shall be used and maintained only in such quantities as are reasonably necessary for the permitted use of the Premises set forth in Article 2.1 of this License, strictly in accordance with applicable laws and the manufacturers' instructions therefor; 2) such substances shall not be disposed of, released, or discharged at the Premises, and shall be transported to and from the Premises in compliance with all applicable laws, and as GSD shall reasonably require; 3) if any applicable law or GSD's trash removal contractor requires that any such substances be disposed of separately from ordinary trash, LICENSEE shall make arrangements for such disposal directly with a qualified and licensed disposal company at a lawful disposal site and shall ensure that disposal occurs frequently enough to prevent unnecessary storage of such substances in the Premises; and 4) any remaining such substances shall be completely, properly, and lawfully removed from the Premises upon expiration or earlier termination of this License.

8.4. **Hazardous Materials Notification.** California Health and Safety Code section 25359.7(a) requires any owner of nonresidential real property who knows, or has reasonable cause to believe, that any release of Hazardous Material has come to be located on or beneath that real property, prior to the lease or

rental of that real property or when the presence of such release is actually known, to give written notice of that condition to the lessee or renter. California Health and Safety Code Section 25359.7(b) requires any licensee of real property who knows, or has reasonable cause to believe, that any release of Hazardous Material has come to be located on or beneath that real property to give written notice of such condition to the owners. GSD and LICENSEE shall comply with the requirements of Section 25359.7 and any successor statute thereto and with all other statutes, laws, ordinances, rules, regulations and orders of governmental authorities with respect to Hazardous Materials.

8.5 **Safety Deficiencies and/or Violations.** LICENSEE shall correct safety deficiencies and violations of safety practices immediately, or notify DEPARTMENT of said safety deficiencies and/or violations.

ARTICLE 9. RENOVATIONS AND ALTERATIONS

9.1. **Renovations and Alterations.** Any renovation or alteration which is made to the Premises or the Building by LICENSEE shall be at its own cost and expense and the construction shall in accordance with plans and specifications approved prior to such renovation or alteration by GSD and DEPARTMENT. GSD may deny permission for any renovation or alteration without stating any cause, unless such renovation or alteration is required by a governmental authority having jurisdiction therefore, in which case permission shall not be unreasonably withheld. All renovations, alterations and improvements of any kind, excepting LICENSEE's personal property and trade fixtures, shall immediately become part of the Premises and shall be owned by GSD. If a renovation or alteration to the PREMISES or the PREMISES building is required to ensure that LICENSEE's operations are compliant with federal, state, or local laws or regulations, GSD and DEPARTMENT shall, in good faith, negotiate with LICENSEE to determine a mutually-acceptable and mutually feasible course of action.

9.2. **"As Built" Drawings.** LICENSEE shall submit to GSD and DEPARTMENT reproducible "as built" drawings of all improvements approved pursuant to this LICENSE and constructed on the Premises.

9.3. **Removal of Personal Property.** Trade fixtures, equipment, furnishings and other personal property installed or placed on the Premises at the cost of LICENSEE shall be property of LICENSEE unless otherwise specified in this License or in the Personal Services Agreement. If, within seven (7) days of the termination of this License, LICENSEE fails to remove any of such property, DEPARTMENT may, at DEPARTMENT's option, retain all or any of such property, and title thereto shall thereupon vest in DEPARTMENT; or DEPARTMENT may remove from the Premises and dispose of in any manner all or any of such property without any responsibility to LICENSEE for damage or destruction to said property. In the latter event, LICENSEE shall pay to GSD upon demand the actual expense of such removal and disposition and the cost of repair of any and all damages to the Premises resulting from or caused by such removal.

9.4. **Claims/ Nonresponsibility and Work Commencement Notices.** Nothing contained in this License shall constitute any consent or request by GSD, express or implied, for the performance of any labor or services or the furnishing of any materials or other property with respect to the Premises and/or any or all improvements thereon or any part thereof, or as giving LICENSEE any right, power, or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against CITY. GSD shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law, or which GSD shall deem proper for the protection of CITY and the Premises, and any other party having an interest therein, from mechanics' and materialmen's liens, and LICENSEE shall give to GSD at least ten (10) business days prior written notice of the expected date of commencement of and work relating to alterations or additions to the PREMISES.

ARTICLE 10. INSURANCE AND INDEMNIFICATION

10.1. **Insurance.** LICENSEE, at LICENSEE's own cost and expense, shall, prior to any possession or other use of the Premises, secure from an insurance company or companies licensed in the State of California and maintain during the entire Term and any extension or holdover of this License, the insurance coverage for the Premises not less than the amounts and types listed on Form Gen 146/IR attached as Exhibit C hereto, and as follows:

10.1.1. **General Liability Insurance.** LICENSEE shall provide and maintain general liability insurance in an amount not less than One Million Dollars (\$1,000,000) Combined Single Limit per occurrence with no general aggregate. Evidence of such insurance shall be on an Insurance Industry General Liability Certificate (such as an ACORD certificate) and should provide coverage for premises and operations, contractual, personal injury, independent contractors, products/completed operations and fire legal liability. Proof of current insurance must be submitted to CITY prior to LICENSEE's possession of the Premises, and upon written request of the CITY. The City of Los Angeles, its boards, officers, agents and employees, shall be named as additional insureds on an Additional Insured Endorsement to all General Liability insurance required herein. LICENSEE shall furnish CITY with evidence of insurance showing the extent of such insurance. Should a casualty occur, the proceeds of the policy or policies of fire and extended coverage insurance shall be used to restore the Premises and the fixtures and inventory providing that the Clinic remains open to public use or will be opened to public use. Such policy or policies of insurance shall include the City of Los Angeles as Loss Payee as its interests may appear.

10.1.2. **Improvements or Alterations Insurance.** Before any improvements, alterations, or construction work of any kind are performed by LICENSEE, LICENSEE shall obtain and maintain, at LICENSEE's expense, liability and worker's compensation insurance adequate to fully protect CITY as well as LICENSEE from and against any and all liability for death of or injury to any person or for loss or damage to property caused in or about or by reason of LICENSEE's construction. In addition, LICENSEE shall carry "Builder's All Risk" insurance in an amount reasonably approved by CITY covering the construction of such Alterations.

10.1.3. **Workers' Compensation and Employer's Liability.** LICENSEE shall provide and maintain Worker's Compensation coverage in the amount required by statute and Employer's Liability coverage in an amount not less than One Million Dollars (\$1,000,000) per occurrence. Evidence of such insurance shall be on an Insurance Industry General Liability Certificate (such as an ACORD certificate).

10.1.4. **LICENSEE's Property.** CITY will not insure LICENSEE's equipment, stored goods, other personal property, fixtures, or licensee improvements, nor such personal property owned by LICENSEE's sublicensees or assignees, if any, or invitees. CITY shall not be required to repair any injury or damage to any personal property or trade fixtures installed in the Premises by LICENSEE caused by fire or other casualty, or to replace any such personal property or trade fixtures. LICENSEE may, at LICENSEE's sole option and expense, obtain physical damage insurance covering LICENSEE's equipment, stored goods, other personal property, fixtures or licensee improvements or obtain business interruption insurance.

10.1.5. **Notice Of Reduction In Insurance.** All insurance policies required under this License shall expressly provide that such insurance shall not be canceled or materially reduced in coverage or limits except after thirty (30) days written notice by receipted delivery has been given to City Administrative Officer, Risk Management, City Hall East, Room 1240, 200 North Main Street, Los Angeles, California 90012.

10.1.6. **Default.** If insurance is canceled, lapsed, or reduced below minimums required in this Article, CITY may consider this License to be in default and may terminate it. Termination shall occur at the expiration of a three (3) day notice given in accordance with the provisions of the Code of Civil Procedure section 1162. At the termination of three (3) days or sooner, the LICENSEE shall

vacate the Premises and the LICENSEE shall have no right to possess or control the Premises or the operations conducted therein. If the LICENSEE does not vacate, CITY may utilize any and all court proceedings to obtain a right to possession.

10.1.7. **Adjustment of Insurance Levels.** CITY may, from time to time during the Term or any extension or holdover of this License, applying generally accepted risk management principles, change the amounts and types of insurance required hereunder upon giving LICENSEE ninety (90) days prior written notice.

10.2. **Waiver of Subrogation.** Each party hereto agrees to waive its rights of recovery against the other for any physical damage it may sustain to the extent that such damage is covered by valid and collectible property insurance. Each party will notify its respective insurers of such agreement. Further, each party agrees to waive in advance its insurer's rights of subrogation to the extent that its insurance policies so permit.

10.3. **Indemnification.** Except for the active negligence or willful misconduct of CITY, LICENSEE undertakes and agrees to defend, indemnify, and hold harmless CITY and any and all of CITY's boards, commissions, officers, agents, employees, assigns, and successors in interest and at the option of the CITY, defend by counsel satisfactory to the CITY, from and against all suits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorneys' fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including LICENSEE's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the acts, errors, omissions, or willful misconduct on the part of LICENSEE, sublicensees, assignees, contractors, subcontractors or invitees of LICENSEE, arising out of or relating to: (1) the use of the Braude Retail Mall and its facilities, (2) any repairs or alterations which LICENSEE may make upon the Premises, or (3) this Lease. LICENSEE's obligation to indemnify CITY and save CITY harmless shall include the retention and payment of reasonable legal counsel and investigative services and the payment of all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made in or has been made. LICENSEE's obligation to indemnify CITY and save CITY harmless shall include the retention and payment of reasonable legal counsel and investigative services and the payment of all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made in or has been made.

ARTICLE 11. SECURITY DEPOSIT

11.1. **Security Deposit.** LICENSEE shall maintain on deposit with GSD throughout the Term of this License a deposit in cash as security for the performance of LICENSEE's obligations under this License ("Security Deposit"). Initially, the amount of the Security Deposit shall be Three Thousand Dollars (\$3,000). CITY shall hold the Security Deposit, and GSD and DEPARTMENT shall have the right at any time to apply part or all of the Security Deposit to repair damages to the Premises resulting from LICENSEE's occupancy, to clean the Premises upon termination of this License, and any expense, loss, or damage that GSD may suffer because of LICENSEE's default under this License. LICENSEE shall be obligated to maintain the Security Deposit at its full amount, and GSD, upon sixty (60) days prior written notice, may require LICENSEE to deposit an additional amount where events reasonably require an increase in the amount of the Security Deposit. Upon termination of this License, GSD may utilize all or part of the Security Deposit to restore the Premises to its original condition, less normal wear and tear. Neither the Security Deposit nor its application by GSD shall be a bar or defense to any action in unlawful detainer or to any action which CITY may at any time commence for a breach of any of the covenants or conditions of this License. CITY's obligation with respect to the security deposit are those of a debtor and not a trustee. CITY can maintain the security deposit separate and apart from DEPARTMENT's general funds or can commingle the security deposit with DEPARTMENT's general fund or other funds. DEPARTMENT shall not pay LICENSEE interest on the security deposit.

11.2. **Return of Security Deposit.** GSD shall retain any portion of the Security Deposit which may properly be utilized by GSD for the purposes described in this Article and shall return the balance of the Security Deposit to LICENSEE upon termination of this License by reason of (1) damage or destruction of

the Premises, or (2) default on the part of GSD, or upon the any other termination of this License, within two (2) weeks after the date GSD receives possession of the Premises (unless the Security Deposit will reasonably be used to repair damages to the Premises caused by LICENSEE or to clean the Premises, in which case the return shall be within thirty (30) days after the date GSD receives possession of the Premises.)

ARTICLE 12. ASSIGNMENT AND SUBLICENSING

12.1. **Assignment Prohibited.** This License and permission herein given is personal to the LICENSEE and is not assignable or transferable.

ARTICLE 13. DAMAGE OR DESTRUCTION

13.1. **Total Destruction.** This License shall automatically terminate if the Building is totally destroyed.

13.2. **Partial Destruction of Premises.** If the Premises and/or the Building are damaged by any casualty and, in GSD's opinion, the Premises (exclusive of any improvements made to the Premises by LICENSEE) can be restored to their pre-existing condition within sixty (60) days after the date of the damage or destruction, GSD may promptly and with due diligence repair any damage to the Premises (exclusive of any improvements to the Premises made by LICENSEE, which may be repaired by LICENSEE at LICENSEE's sole expense) and this License shall continue in full force and effect. If the Premises and/or the Building can not reasonably be expected to be restored to their pre-existing condition within sixty (60) days after the date of the damage or destruction, or if GSD shall elect not to rebuild or restore the Premises and/or Building, either party may terminate this License upon fifteen (15) days prior written notice to the other party. Nothing in this Article shall be construed to require GSD to rebuild or restore the Premises or the Building.

13.3. **Waiver.** The provisions contained in this LICENSE shall supersede any contrary laws now or hereafter in effect relating to damage or destruction, and GSD and LICENSEE hereby waive the provisions of California Civil Code sections 1932(2) [termination where greater part of thing hired perishes] and 1933(4) [automatic termination upon destruction of thing hired].

13.4. **Termination.** If either party terminates this License as permitted by this Article 13, then this License shall end effective the date specified in the termination notice.

ARTICLE 14. DEFAULT AND TERMINATION

14.1. **Default.** In the event that LICENSEE is in default of consideration provided for herein or in default of the performance of any other of the provisions and conditions provided to be kept and performed by LICENSEE or has abandoned the Premises as defined in California Civil Code section 1951.3, DEPARTMENT and GSD may terminate and end this License forthwith and LICENSEE shall immediately quit the Premises and turn over to GSD any improvements installed by LICENSEE which will become GSD's property, unless GSD, notifies LICENSEE that all or a portion of such improvements shall be removed, in which case LICENSEE shall remove within thirty (30) days after termination all or such portion of such improvements at LICENSEE's sole expense and shall repair any damage caused or remaining after such removal.

14.2. **Default of Service Agreement (Cross-default).** In the event that LICENSEE is in default of any provision of the Personal Service Agreement between LICENSEE and the DEPARTMENT dated as of the execution date and running concurrently with this LICENSE, LICENSEE will be in default of this LICENSE and subject to all default and termination provisions as set forth in this Article 14. Termination of this License shall cause the Personal Services Agreement to be terminated immediately and concurrently, and termination of the Personal Services Agreement shall cause this License to be terminated immediately and concurrently.

14.3. **Termination — Non-Performance.** In addition to GSD's right to terminate this LICENSE for default under Article 14, should the PREMISES cease to be used for the purposes stated in Article 2.1, and the Personal Services Agreement, or although being used for such purposes, should the quality of services not meet the reasonable expectations of DEPARTMENT, or should the LICENSEE cease to operate or exist or maintain its corporate status, if any, or should the operations conducted not be in accordance with the statutes of the United States, State of California, the County of Los Angeles, or the City of Los Angeles, GSD and DEPARTMENT may terminate this License according to the provisions of the Personal Services Agreement and the Standard Provisions for City Contracts. The determination of whether the quality of services meets the reasonable expectations of DEPARTMENT is subjective in nature and the decision of DEPARTMENT is final and conclusive. Should said termination be ordered, LICENSEE will peaceably surrender the Premises and will comply with all of the requirements of this License with regard to termination and surrender of the Premises.

14.4. **Immediate Termination.** This License may be immediately terminated by GSD in the event of any failure or refusal on the part of LICENSEE to keep or perform any of the provisions or conditions of this License. Notice of termination may be given by GSD or DEPARTMENT in the manner provided in Section 4 below.

14.5. **Inability To Meet Financial Obligations.** If it is determined by DEPARTMENT in good faith that LICENSEE lacks the ability in general to demonstrate that it will be able to meet its financial obligations to DEPARTMENT in a timely manner under this License or any other agreement it has with DEPARTMENT related to the operation or maintenance of the Premises, or that it will not be able to meet its financial obligations to third parties in a timely manner, GSD or DEPARTMENT may terminate this License upon thirty (30) days notice to LICENSEE.

14.6. **Surrender of Premises.** The voluntary or other surrender of this License by LICENSEE, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of GSD, operate as an assignment to it of any or all sub-Licenses or sub-tenancies. No act or thing done by CITY or any agent or employee of CITY during the Term shall be deemed to constitute an acceptance by GSD of a surrender of the Premises unless such intent is specifically acknowledged in a writing signed by GSD. The delivery of keys to the Premises to GSD or any agent or employee of GSD shall not constitute a surrender of the Premises or effect a termination of this License, whether or not the keys are thereafter retained by GSD, and notwithstanding such delivery, LICENSEE shall be entitled to the return of such keys at any reasonable time upon request until this License shall have been properly terminated.

14.7. **Condition of Surrendered Premises.** Upon the expiration or termination of this License, LICENSEE shall peaceably surrender the Premises and all alterations and additions thereto, broom-clean, in good order, repair and condition, reasonable wear and tear excepted. All alterations and improvements of any kind shall be part of the Premises and shall remain upon the Premises upon any termination of this License, except those alterations and improvements which DEPARTMENT, in its sole and absolute discretion, shall require LICENSEE to remove upon any such termination, which alterations and improvements shall be removed by LICENSEE within thirty (30) days after termination and all damage to Premises caused by such removal shall be repaired by LICENSEE. Upon such expiration or termination, LICENSEE shall, without expense to GSD or DEPARTMENT, remove or cause to be removed from the Premises all debris and rubbish, and such items of furniture, equipment, freestanding cabinet work, and other articles of personal property owned by LICENSEE or installed or placed by LICENSEE at its expense in the Premises, and such similar articles of any other persons claiming under LICENSEE, as GSD may, in its sole discretion, require to be removed, and LICENSEE shall repair at its own expense all damage to the Premises and Building resulting from such removal.

14.8. **CITY's Remedies.** If a default by LICENSEE has occurred, then CITY may at any time thereafter, with ten (10) calendar days' written notice or demand and without limiting CITY in the exercise of a right or remedy which CITY may have by reason of such default:

14.8.1. **Termination of Use.** Terminate LICENSEE's right to use of the Premises by any

lawful means, in which case this License shall terminate and LICENSEE shall immediately surrender use and possession of the Premises to CITY; or

14.8.2. **Continuation of License.** Maintain LICENSEE's right to use, in which case this License shall continue in effect whether or not LICENSEE shall have abandoned the Premises. In such event, CITY shall be entitled to enforce all of CITY's rights and remedies under this License, including the right to recover for lack of maintenance and repairs. CITY's rights shall include, but not be limited to, those rights as provided in California Civil Code section 1951.4, as amended; or

14.8.3. **Other Remedies.** Pursue any other remedy now or hereafter available to CITY under the laws or judicial decision of the State of California. CITY's rights shall include, but not be limited to, those rights as provided in California Civil Code section 1951.2, as amended.

14.9. **Cumulative Remedies/Waiver.** The specific remedies to which CITY and LICENSEE may resort under the provisions of this License are cumulative and not intended to be exclusive of any other remedies afforded by laws. The waiver of the performance of any covenant, provision, or condition of this by CITY or LICENSEE shall not be construed as a waiver of any subsequent breach of the same covenant, provision or condition.

ARTICLE 15. MANDATORY CITY REQUIREMENTS

15.1. **Standard Provisions for City Contracts.** Incorporated by reference into this LICENSE is the "Standard Provisions for City Contracts" ("Standard Provisions"). Throughout the License Term, LICENSEE shall comply with the Standard Provisions and applicable City Ordinances, and any amendments thereto.

15.2. **Ordinance Language Governs.** In the event of a discrepancy between this License or Exhibit B and the applicable ordinance language, as amended, the language of the ordinance shall govern.

ARTICLE 16. MISCELLANEOUS PROVISIONS

16.1. **Adult Supervision.** LICENSEE will maintain or cause to be available adult supervision adequate to supervise and control visitors to the Premises.

16.2. **Amendment of License.** No amendment, modification, supplement or mutual termination of any provision of this License shall in any event be effective unless the same shall be in writing and signed by GSD, DEPARTMENT, and LICENSEE.

16.3. **Approval for Displays/Signage.** LICENSEE is authorized to display routine posted information (such as "Open/Closed" signs, bulletins, dog/cat posters within the CLINIC, posted hours, etc.). All posted information and signage for LICENSEE shall be at LICENSEE's sole cost and expense, and shall be subject to LICENSEE's mandatory removal should DEPARTMENT and GSD, at their sole discretion, instruct LICENSEE to do so. No permanent sign (or sign requiring physical alteration of the PREMISES building's exterior surfaces of any sort) shall be placed on the outside of the PREMISES building without first having been submitted to DEPARTMENT for review, and without GSD's prior written approval. Such signage, if approved by GSD, shall not be inconsistent with exterior signs for similar businesses on similar buildings.

16.4. **Binding Effect.** The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

16.5. **Captions, Table of Contents, and Index.** The titles or captions of all Articles, Sections, or Paragraphs, as well as the Table of Contents and the Index contained herein, are for convenience and reference only, are not intended to define or limit the scope of any provisions of this License, and shall have no effect on the interpretation of any provision of this License.

16.6. **CITY's Right of Entry.** At all reasonable times, GSD's or DEPARTMENT's authorized representatives may enter and inspect the Premises for purposes of ensuring compliance with the provisions of this License, to make changes and alterations, for purposes of entry to equipment access panels, or for any other reasonable lawful purpose. During the final six months of the Term of this License, GSD or DEPARTMENT may exhibit the Premises. During the final month of the Term of this License, GSD or DEPARTMENT may display thereon appropriate notices relating to leasing of the Premises in such manner as not to unreasonably interfere with LICENSEE's business.

16.7. **Conflict of Laws and Venue.** This License shall be governed by and interpreted in accordance with the law of the State of California. Venue in any action arising out of this License will be proper only in the County of Los Angeles, State of California.

16.8. **Consent/Duty to Act Reasonably.** Except where otherwise expressly qualified and except for matters which will have an adverse effect on the (a) structural integrity of the Building, (b) the Building Systems (Section 16.3, page 12), or (c) which could affect the exterior appearance of the Building, whereupon in each such case LICENSEE's duty is to act in good faith and in compliance with the License, any time the consent of LICENSEE or GSD is required, such consent shall not be unreasonably withheld, conditioned, or delayed. Whenever the License grants LICENSEE or GSD the right to take action, exercise discretion, establish rules and regulations or make allocations or other determinations, LICENSEE and GSD shall act reasonably and in good faith and take no action which might result in the frustration of the reasonable expectations of a sophisticated licensor and sophisticated licensee concerning the benefits to be enjoyed under the License.

16.9. **Corporate Resolution.** If LICENSEE is a corporation and the signators for LICENSEE are not two officers of the corporation as specified in California Civil Code Section 313, then prior to or contemporaneous with the execution of this License, LICENSEE shall provide to GSD a current copy of its corporate resolution depicting the names, titles and legal signatures of the officer or officers of the corporation authorized to execute legal documents, including this License, on behalf of LICENSEE. Within thirty (30) days after LICENSEE's receipt of GSD's written request, LICENSEE shall provide to GSD an updated corporate resolution depicting such names and legal signatures.

16.10. **Covenants and Agreements.** The failure of LICENSEE or GSD to insist in any instance on the strict keeping, observance or performance of any covenant or agreement contained in the License, or the exercise of any election contained in the License shall not be construed as a waiver or relinquishment for the future of such covenant or agreement, but the same shall continue and remain in full force and effect.

16.11. **Days.** Unless specified otherwise herein, all references in this License to less than ten (10) days shall mean business days; otherwise, "days" shall mean calendar days unless specifically modified herein to be "business" or "working" days. All references to "notice" shall mean written notice given in compliance with Article 4. All references, if any, to "month" or "months" shall be deemed to include the actual number of days in such actual month or months.

16.12. **Exhibits - Incorporation in License.** All exhibits referred to are attached to this License and incorporated by reference as though fully set forth in the body of the License.

16.13. **Force Majeure.** Except as otherwise provided in this License, whenever a day is established in this License on which, or a period of time, including a reasonable period of time, is designated within which, either party is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which such party is prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of wars, insurrections, rebellions, civil disorder, declaration of national emergencies, acts of God, or other causes beyond such party's reasonable control (financial inability excepted) ("Force Majeure"); provided, however, that nothing contained in this Section 16.13 shall excuse LICENSEE from the prompt payment of any Rent or other charge required of LICENSEE hereunder. Neither party shall be liable for and in particular, LICENSEE shall not be entitled to, any abatement or reduction of Rent or right to terminate by

reason of, any such delays or failures or other inability to provide services or access under this License due to Force Majeure.

16.14. **No Partnership or Joint Venture.** Nothing contained in this License shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association between GSD and LICENSEE. Neither the method of computation of Rent nor any other provision contained in this License, nor any acts of the parties hereto, shall be deemed to create any relationship between GSD and LICENSEE other than the relationship of Lessor and LICENSEE.

16.15. **No Relocation Assistance.** LICENSEE acknowledges that it is not entitled to relocation assistance or any other benefits under the California Relocation Assistance Act (Government Code section 7260, et seq.), the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C.A. § 4601, et seq.), or any other provisions of law upon termination of this License. LICENSEE therefore waives any claim to such assistance or benefits.

16.16. **Parking.** LICENSEE is not guaranteed any parking spaces for their use at the Clinic. Specific parking privileges may be negotiated with the individual DEPARTMENT Animal Care Center with which the Clinic is associated. Any additional parking required by code and/or for permits for LICENSEE's business operation is LICENSEE's expense and responsibility

16.17. **Partial Invalidity.** If any provision or condition contained in this License shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other provision and condition of this License shall be valid and enforceable to the fullest extent possible permitted by law.

16.18. **Prior Agreement/Amendments.** This License contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this License, and no prior agreement or understanding, oral or written, express or implied, pertaining to any such matter shall be effective for any purpose. This License cannot be altered, changed, modified or added to, except as approved in writing by the City Council of City of Los Angeles and signed by the General Manager of the Department of General Services and by LICENSEE, or their successors in interest. The parties acknowledge that all prior agreements, representations and negotiations are deemed superseded by the execution of this License to the extent they are not incorporated herein.

16.19. **Quiet Enjoyment.** Upon conformance by LICENSEE with the covenants, provisions, and conditions of this License, LICENSEE shall peaceably and quietly hold and enjoy the Premises for the Term of this License without hindrance or interruption by CITY, or any other person or persons lawfully or equitably claiming by, through, or under CITY, subject, nevertheless, to the provisions and conditions of this License.

16.20. **Receivership or Bankruptcy.** In the event LICENSEE shall be adjudicated a bankrupt or become involved in any proceedings under the bankruptcy laws of the United States, or if the license created hereby, or any improvements constructed pursuant to this License, shall be transferred by operation of law, including but not limited to, enforcement of a judgment, the trustee in bankruptcy, the assignee or judgment purchaser shall be bound by all provisions of this License, including but not limited to the provision that operation of the Premises be for the purposes stated in Article 5.1.

16.21. **Severability.** If any provision of this License or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this License, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this License shall be valid and be enforced to the fullest extent permitted by law. This License shall be governed by and construed under the laws of the State of California.

16.22. **Successors in Interest.** Subject to the provisions hereof relative to assignment, this License shall be binding upon and inure to the benefit of the heirs, executors, administrators, transferees,

successors and assigns of the respective parties hereto.

16.23. **Time**. Time is of the essence with respect to the performance of every provision of this License in which time or performance is a factor.

DRAFT

IN WITNESS WHEREOF, the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Department of General Services, and with the consent and cooperation of DEPARTMENT, Licensor, and «<CONTRACTOR>»as LICENSEE, have caused this LICENSE to be executed as of the date of the attestation by the City Clerk. If the space provided in Article 1 of this LICENSE is blank, such date shall be entered in such space, although such date shall be deemed to be the date of this LICENSE in any case.

APPROVED AS TO FORM AND LEGALITY

Michael N. Feuer, City Attorney

By: _____
Annette R. Bogna
Deputy City Attorney

DATE: _____

ATTEST:

Holly Wolcott, City Clerk

By: _____
Deputy

DATE: _____

CITY:

CITY OF LOS ANGELES, a municipal corporation,
acting by and through its Department of General
Services

By: _____
Tony Royster
General Manager

DATE: _____

LICENSEE:

SNP|LA (Spay Neuter Project of Los
Angeles, Inc.)

By: _____

Executed at _____, California

DATE: _____

(second signature required of corporations)

By: _____

Executed at _____, California

DATE: _____

CF No.:

Approval Date:

(05/06/16)

**BOARD OF
ANIMAL SERVICES
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**DEPARTMENT OF
ANIMAL SERVICES**

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BRENDA F. BARNETTE
GENERAL MANAGER

DANA H. BROWN
ASSISTANT GENERAL MANAGER

DR. JEREMY PRUPAS
CHIEF VETERINARIAN

Report to the Board of Animal Services Commissioners

Brenda Barnette, General Manager

COMMISSION MEETING DATE: September 22, 2015

REPORT BY: Mark D. Salazar

REPORT DATE: September 22, 2015

TITLE: Director of Field Operations

SUBJECT: FLEET REPORT REGARDING AIR FLOW IN ANIMAL COLLECTION VEHICLES

SUMMARY

The Animal Services Commission requested a report back regarding the Department's animal collection vehicles. The Commission requested information regarding what other local agencies use for collections vehicles with air flow units, updated information on the new vehicles that are on order and information regarding animals dying as a result of being left too long in collection vehicles. This report will answer those questions and is intended to be informational.

BACKGROUND

Department Fleet:

There are currently 73 vehicles in entire LAAS fleet. 50 of the vehicles are collection vehicles. Please refer to the fleet roster (See Attachment "A").

The Department currently has three types of collection vehicles with three different air components for the collection compartments. All collection vehicles referred to as Animal Rescue Vehicles or commonly called, "ARVs". They are described as follows:

"Creating a Humane LA "

AN EQUAL OPPORTUNITY EMPLOYER

Visit our website at www.LAAnimalServices.com

Type 1: Truck chassis with an insulated fiberglass collection compartment, an air blower and side door air vents. There are 36 of these vehicles in the fleet.



TRUCK



FAN (BLOWER) CONTROLS



INTERIOR AIR VENT



BLOWER UNIT



FRONT CAB



FIBERGLASS COMARTMENT
& SIDE DOOR VENTS

This unit is equipped with a fan switch on the control box pictured above. The fan switch activates a blower unit (non A/C) connected to the fiberglass compartment which moves air through the compartment. The blower unit works whether the truck is running or not.

Height of the floor of the lowest compartment to the ground is 32.5 inches.

Type 2: Truck chassis with an insulated metal collection compartment, an A/C unit and side door air vents. There are two of these vehicles in the fleet.



TRUCK



REAR A/C CONTROL



A/C VENT



"RED DOT" A/C UNIT



METAL COMPARTMENT



INSIDE DOOR VENT

This unit is equipped with an air conditioning (A/C) switch on the control box pictured above. The A/C switch activates an independent a/c unit connected to the metal compartment which moves air through the compartment. **The A/C does NOT work when the truck is not running.** The unit will continue to run and blow air without A/C if the truck is not running.



COMPARTMENT THERMOMETER

The truck has an inside thermometer for the compartments which is not relied upon since it does not give independent air and surface readings of each compartment. The temperature display device is located on the dash.

Height of the floor of the lowest compartment to the ground is 29 inches.

Type 3: Van with a metal collection compartment, rear A/C, side panel windows and no side or rear door vents. There are 12 of these vehicles in the fleet.



VAN



VAN REAR (NEW PIC)



REAR A/C CONTROLS (NEW PIC)



FRONT A/C CONTROLS



A/C VENT



SHARED A/C VENT



SIDE COMPARTMENTS



REAR COMPARTMENTS

This unit is equipped with an air conditioning (A/C) switch located in the cab near the rear view mirror pictured above on the left. The A/C switch blows air into the metal compartments. The main cab A/C (located on the dash near the radio) must also be "ON" in order for the rear A/C to operate properly. The cab A/C need only be "ON" in order for the rear A/C to work. **The A/C does NOT work when the truck is not running.**

The vehicle also has some A/C vents which are "shared" between two large animal compartments (pictured above). This means that each compartment does not have its own dedicated air flow vent as with the Type 1 and 2 vehicles.



The van has an inside thermometer for the compartments which is not relied upon since it does not give independent air and surface readings of each compartment. The unit often resets to Celsius readings and can only be adjusted by removing the device from the van wall. The temperature display device is located opposite the rear view mirror behind the drive on the interior cab wall.

Height of the floor of the lowest compartment to the ground is 27.25 inches.

These vans were not built for containing animals like the Type 1 and 2 truck compartments were specifically designed for. The vendor installed standard and uninsulated stainless steel cages into the vehicle. The windows also appear to magnify the sunlight into the compartments.

After eight animals suffered (three died, as a result) from being left in a van in 2013, these vans were recirculated with the following fleet redeployment to areas in the Department which did not have daily transportation of animal(s). There are still a couple of vans in daily use in field services due to the demand of collection vehicles in field services.

New Vehicles on Order:

The Department currently has five new collection vehicles on order with Fleet Services. Below is information regarding the vehicles and their expected arrival dates:

1. Two Chevy Silverado trucks with metal collection compartments designed by CTEC. The compartments will be insulated and have exhaust fans and a secondary vents for when the vehicle is in motion to create a greater air flow. These two trucks are anticipated to arrive on or around October 1, 2015.
2. Two Ford Transit van chassis with metal collection compartments designed by CTEC. The compartments will be insulated and have exhaust fans and a secondary vents for when the vehicle is in motion to create a greater air flow. This van chassis is not an enclosed van as with the Type 3 described above. It is just the cab and bed of a van with the insulated compartments placed on top of the bed. The Department decided to try two of these vehicles as they should provide closer access from the ground to the floor of the

lowest compartment than the truck models will. If the vehicle works well, future orders may involve this style. These two vehicles are anticipated to arrive within 90 days.

3. One additional truck chassis is currently being order. The final information is not available at this time.

On September 16th, 2015, GSD/Fleet Services advised the Department that they will be funding for 12 new vehicles. This is in addition to the vehicles above. The Department will be working with Fleet Services to determine the best vehicles to order after the new shipment above arrives and is tested.

Points of Clarification:

1. Some staff refer to the Type 1 and 2 vehicles as, "ARVs" and the Type 3 vehicle simply as a "Van". All of the collection vehicles are technically Animal Rescue Vehicles (ARVs).
2. Some discussion has taken place where the vans have been referred to being used for transporting equipment or are being used by the Specialized Mobile Animal Rescue Team (SMART). The SMART team has their own assigned vehicles which are not collection vehicles. They use one orange cargo type van in addition to two larger UPS/MOBILE LAB type vehicles. None of these vehicles hold or transport animals.

Animal Deaths Resulting From Being Left in Collection Vehicles:

During a May 26th, 2015 Oral Report on Fleet, I reported that 11 animals died in vans over the last couple years. That information was incorrect. The total number of deaths resulting from being left inside a collection vehicle is three. The number being referred to was the number of animals involved in vehicle related incidents, some of which resulted in the death of the animals.

Below is information regarding the incidents which the Department has documented involving recent years. Some of the employees involved in each incident received disciplinary action up to and including discharge from the Department. In one case, an employee was returned to service by the Civil Service Commission.

12/31/2008-01/07/2009

A male boxer was left in a box truck closed for seven days and survived. This dog was transported to the North Central Shelter from the old South Los Angeles Shelter on 12/31/2008 and left in the box truck in a crate. Seven days later, on 01/07/2009 the dog was discovered.

Medical findings:

- Lost 11 lbs (73 lbs on 12/31 and 62 lbs on 01/07)
- Alert, and active, wagging tail
- Medical staff had to slowly introduce small amounts of food and water
- No neurological deficits
- Full recovery

09/20/2012

Eight dogs were over heated in a van (Type 3) which resulted in the death of three dogs. The incident occurred on a day which averaged 89 degrees and the animals had been picked up throughout the day.

A1344962, female American Eskimo Dog surrendered by the owner

Approximately four hours in the van. Medical findings:

- Presented with temperature of 108 degrees
- Unable to stand or lift head (recumbent) panting heavily
- Ice packs and wet towels were applied and temp was reduced to 101.5
- Became alert
- Was monitored overnight for seizures
- Full recovery

A1344964, female Pit Bull Terrier caught as a stray

Approximately one and half hours in the van. Medical findings:

- Presented with a temperature of 108 degrees
- Unable to stand or lift head (recumbent) panting heavily
- Ice packs and wet towels were applied and temp was reduced to 101.5
- Began to have neurological symptoms, muscle tremors, very reactive to noise, pupils dilated, and not responsive to light.
- Dog was euthanized due to poor prognosis and likely brain damage

The remaining six dogs were impounded from one location during an investigation and spent approximately one and a half hours to twenty five minutes in the van (Type 3):

A1344954, female Cairn Terrier

- Presented with a temperature of 108.5
- Suffering heat stroke, recumbent, seizing, unresponsive
- Due to condition upon presentation, no attempts to lower temperature were not made
- Dog was euthanized due to poor prognosis and likely brain damage

A1344955, male Pit Bull Terrier

- Presented with a temperature of 108.5
- Suffering heat stroke, recumbent, seizing, unresponsive
- Dog also very thin with possible cancer on paw
- Due to condition upon presentation, no attempts to lower temperature were not made
- Dog was euthanized due to poor prognosis and likely brain damage

A1344956, female German Shepherd

- Presented with a temperature of 108 degrees
- Unable to stand or lift head (recumbent) panting heavily
- Ice packs and wet towels were applied and temp was reduced to 101.5
- Became alert
- Was monitored over night for seizures
- Full recovery

A1344957, Female German Shepherd

- Presented with a temperature of 108 degrees
- Unable to stand or lift head (recumbent) panting heavily
- Ice packs and wet towels were applied and temp was reduced to 101.5
- Became alert with neurological symptoms
- Was monitored over night for seizures
- Full recovery

A1344959, female Pit Bull Terrier

- Presented with a temperature of 108 degrees
- Unable to stand or lift head (recumbent) panting heavily
- Ice packs and wet towels were applied and temp was reduced to 101.5
- Became alert
- Was monitored over night for seizures
- Full recovery

A1344960, female Pit Bull Terrier

- Presented with a temperature of 108 degrees
- Unable to stand or lift head (recumbent) panting heavily
- Ice packs and wet towels were applied and temp was reduced to 101.5
- Became alert
- Was monitored over night for seizures
- Full recovery

02/22/2013 – 02/25/2013

An adult female domestic shorthair cat was found in a truck (Type 1) possibly for several days. It was thought to have been left in the truck from an investigation which took place several days earlier. It could not be confirmed that the cat was from that investigation. The truck had been used by various staff over the course of those days. Personnel could not confirm who left the cat in the vehicle and for how long.

- Presented with a weight of 5.1 lbs (under weight)
- Temperature was 100.2
- 3-5 % dehydration
- Sneezing, nasal discharge, congestion
- Full recovery

The information seems to show that an animal may stand a better chance of survival if it is accidentally left inside a Type 1 or 2 vehicles versus a Type 3 vehicle.

RESEARCH CONDUCTED

Current LAAS Collection Vehicle Temperature Readings:

The following temperature readings were conducted of the three types of collection vehicles in the Animal Services Fleet. The readings were taken with the following equipment:

1. Fluke Infrared Thermometer Model #59MAX. It accepts a range of -22 to +662 degrees Fahrenheit. This thermometer are designed to take **surface** temperatures.
2. Chaney Instruments AcuRite Thermometer Model# 00822A2. It accepts a range of -40 to +158 degrees. This thermometer is designed to take the **air (ambient)** temperatures.

Several various temperature readings were taken of all three vehicles the week of September 8th, 2015. The Type 2 vehicles only had one reading taken, which will be elaborated on below the chart.

The four columns below indicate the following:

Column #1: Shows how the reading was taken.

Column #2: Shows the Ambient (air inside the compartment) temperature vs. the surface temperature for the Type 3 (Van) vehicle.

Column #3: Shows the Ambient (air inside the compartment) temperature vs. the surface temperature for the Type 1 (Truck) vehicle.

Column #4: Shows the outside temperature.

Please see the chart below:

<u>Column #1</u>	<u>Column #2</u>	<u>Column #3</u>	<u>Column #4</u>
How Reading was Taken:	Van (Type 3) Temp Ambient / Surface	Truck (Type 1) Temp Ambient / Surface	Outside Temp
Stationary - blower or A/C off The first reading was taken while the vehicle was stationary with the vehicle, blower or a/c off. The ambient (or air) inside the compartment was taken by the AcuRite thermometer left inside the compartment. Then the compartment was simply opened and the surface reading was taken as taken by the Fluke thermometer.	131 / 130	104 / 110	104
Stationary - blower or A/C on. The second reading was taken with the air blower or A/C left in the "On" positions with the vehicle running for approximately 15 minutes. The ambient (or air) inside the compartment was taken by the AcuRite thermometer left inside the compartment. Then the compartment was simply opened and the	110 / 127	104 / 109	103

surface reading was taken as taken by the Fluke thermometer.			
<p>1 hour later - blower or A/C on</p> <p>The third reading was taken with the air blower or A/C left in the "On" positions with the vehicle running for approximately 60 minutes. The ambient (or air) inside the compartment was taken by the AcuRite thermometer left inside the compartment. Then the compartment was simply opened and the surface reading was taken as taken by the Fluke thermometer.</p>	103 / 113	103 / 109	102
<p>Driving - blower or A/C off</p> <p>The fourth reading was taken with the air blower or A/C left in the "Off" positions after having driven the with the vehicles for approximately 15 minutes. The ambient (or air) inside the compartment was taken by the AcuRite thermometer left inside the compartment. Then the compartment was simply opened and the surface reading was taken as taken by the Fluke thermometer.</p>	105 / 113	104 / 109	101
<p>Driving - blower or A/C on</p> <p>The fifth reading was taken with the air blower or A/C left in the "On" positions after having driven the with the vehicles for approximately 15 minutes. The ambient (or air) inside the compartment was taken by the AcuRite thermometer left inside the compartment. Then the compartment was simply opened and the surface reading was taken as taken by the Fluke thermometer.</p>	103 / 113	103 / 109	101

Both of the Type #2 vehicles were out of service during the time of these tests. These vehicles have the "Red Dot" A/C systems. One of the vehicles was with Fleet for regular maintenance and other issues. The other vehicle's A/C was not working in the animal compartments. This vehicle was available at the time of the testing to take the stationary blower or A/C off reading. The reading showed as follows:

Ambient 96 / Surface 100 with an outside temperature of 106 degrees.

One additional note. On September 9th, 2015, a surface reading was also take with myself present for both the Type 1 (truck) and Type 3 (van) collection vehicles. With an outside temperature of 95 degrees according to AccuWeather, the surface temperature of the Type 1 vehicle while it was stationary and the blower was not running was 100 degrees inside a compartment. At the same time, a reading was taken of the Type #3 (van) vehicle with the same conditions. **The surface reading of a side compartment was 140 degrees. One reading taken registered 150 degrees.** We believe that the side and rear windows contribute to the high surface readings.

Six Surrounding Agencies Vehicle Comparisons:

Six surrounding agencies were contacted and surveyed. Their information is attached to this report (please see Attachment "B"). The agencies contacted were the Los Angeles County Animal Care and Control, Southeast Area Animal Control Authority (SEAACA), Pasadena Humane Society, Santa Monica Animal Control, Inland Valley Humane Society and the Riverside County Department of Animal Services.

All of the agencies had animal compartments which were all manufactured by companies that design these units specifically for animal collection. All of the agencies had side vents built into their compartment doors for ventilation outside of the compartments, except for a secondary Santa Monica vehicle. All of Santa Monica's primary collection vehicles were of the Type 1 and 2 vehicle styles. Santa Monica had a secondary van that was used when in need for transport. This van does not have any side vents.

The vehicles and equipment used by these agencies is similar to that of LAAS. There are three different types of air flow units used. They are as follows:

1. **Blowers:** They are also referred to as "Fan" units. They produce a fairly strong air flow into each compartment from a single independent blower unit which sits on top of the animal compartments. The unit typically can run whether the vehicle is on or off. At least one of the agencies commented that they prefer the blowers over the A/C units.
2. **Chillers:** Some of the agencies have chillers which are a component that takes air in and cools it as it passes to the compartments.
3. **Red Dot A/C:** The County of Riverside has some vehicles with Red Dot A/C units. They are an independent A/C unit connected to the top of the metal compartment which moves air through the compartment. The A/C does NOT work when the truck is not running. The unit will continue to run and blow air without A/C if the truck is not running. LAAS Type 2 vehicles have these units.

Most of the agencies use similar means to keep animals cool during transport, which include the use of water bowls. LAAS officers will sometimes also cool animals down with water and cool cloths prior to transporting if they are overheated.

Santa Monica and the Pasadena Humane Society are the only agencies, like LAAS, which will return animals to the shelter after an animal is picked up. The other agencies will return depending on the condition of the animal.

On September 2, 2015, after receiving an allegation that officers may have been taking a lunch break and not returning to the shelter with animal(s) collected, I issued the following email to all field staff:

Date: Wed, Sep 2, 2015 at 9:19 AM

Subject: Policy Reminders

To: Annette Ramirez <annette.ramirez@lacity.org>, Armando Navarrete <armando.navarrete@lacity.org>, Bill Tranzow <w.tranzow@lacity.org>, Jesse Castillo <Jesse.Castillo@lacity.org>, John Cessna <john.cessna@lacity.org>, Karen Knipscheer-Cox <karen.knipscheercox@lacity.org>, Susan Botta <susan.botta@lacity.org>, Troy Boswell <Troy.Boswell@lacity.org>, Wendell Bowers <Wendell.Bowers@lacity.org>, Yvette Smith <Yvette.Smith@lacity.org>

Cc: Brenda Barnette <brenda.barnette@lacity.org>

Please have your field officers review the below policies:

OPS 11
FLD 3
FLD 15

Please remind them to transport animals back to the shelter after impounding and not to take a lunch break with an animal kept inside their collection vehicle.

Thanks,

Mark

--

Mark D. Salazar
Director of Field Operations
Commander

The above noted policies reflect Department Policies regarding animals in vehicles. Please see Attachment "C" for all three referenced policies.

Options for Improvements for Current LAAS vehicles:

Two options were researched for all three current vehicles. Neither of these options will guarantee the compartments will be cooler than with the existing equipment. They are as follows:

1. Install A/C ("Red Dot") systems on the Type 1 vehicles. LAAS has received an initial estimate of \$10,000 per truck. There are currently 46 of these vehicles in the fleet. There will soon be 5 new vehicles arriving which would also need the new A/C units. The total cost is estimated at over a half of a million dollars.
2. Install side door vents in the Type 3 vehicles. This would be done by replacing the windows with metal vents. This would create air flow from outside the vehicle and also eliminate the magnification of outside light inside the side compartments. The estimate to retrofit each Type 3 vehicle is approximately \$1,800.00 per van. The total cost for 12 vehicles is \$21,600.00. This retrofit would not guarantee that the vans would reach an acceptable lower temperature.

TRAINING BULLETIN

A Training Bulletin has been developed and issued to staff regarding the collection vehicles (see Attachment "D"). The bulletin was released on September 15th, 2015 and reminds staff how to use the air flow units inside all three types of vehicles. The bulletin also requires certain safeguards to take place regarding the use of the vehicles, the air flow units and the transporting of any animal.

SUMMARY

The overall information and research shows that the Type 1 vehicle is cooler with the blower than the Type 3 vehicles with the A/C under all of the testing conditions. The Type 2 vehicle did show a cooler reading with a higher outside temperature than both of the other vehicles. Only the stationary reading with all of the equipment off could be read due to the mechanical issues of both Type 2 vehicles. Our research shows that the vehicles which have collection areas designed and insulated for animal transport are more resistant to heat and have overall lower temperatures.

If either of the Improvement Options are considered, it would be suggested that only one vehicle is retrofitted of the Type #1 and #3 with the options above to see if there is an improvement. This will save unnecessary costs if the units are not improved.

The Training Bulletin should help prevent future overheating and safety concerns with animals being transported.

RECOMMENDATION

None. Report is informational only.

FISCAL IMPACT

There is no fiscal impact.

APPROVED:

Brenda F. Barnette, General Manager

Attachments

BOARD ACTION:

_____ Passed

_____ Tabled

_____ Disapproved

_____ New Date

_____ Passed with noted modifications

Attachment A

LOS ANGELES ANIMAL SERVICE FLEET INVENTORY - AS OF 9/11/15

ASSIGNED SECTION	LOCATION	YEAR	MAKE	MODEL	TYPE
ADMIN GROUP	ADMIN	2007	TOYOTA	PRIUS	Sedan
ADMIN GROUP	ADMIN	2008	HONDA	CIVIC HYBRID	Sedan
ADMIN GROUP	ADMIN	2008	HONDA	CIVIC HYBRID	Sedan
ADMIN GROUP	ADMIN	2002	FORD	U62	SUV
ADMIN GROUP	ADMIN	2002	FORD	U62	SUV
ADMIN GROUP	ADMIN	2007	TOYOTA	PRIUS	Sedan
ADMIN GROUP	ADMIN	2007	TOYOTA	PRIUS	Sedan
SUPERVISOR	EAST VALLEY	2000	FORD	E3112	Passenger Van
FIELD	EAST VALLEY	2000	GMC	TC20903	ARV
FIELD	EAST VALLEY	2000	GMC	TC20903	ARV
KENNELS	EAST VALLEY	2000	GMC	TC30903	ARV
FIELD	EAST VALLEY	2000	GMC	TC30903	ARV
FIELD	EAST VALLEY	2001	GMC	TC30903	ARV
FIELD	EAST VALLEY	2003	FORD	F20	ARV
FIELD	EAST VALLEY	2003	FORD	F20	ARV
FIELD	EAST VALLEY	2003	FORD	F20	ARV
FIELD	EAST VALLEY	2006	FORD	F250	ARV
TRAINING	EAST VALLEY	2003	FORD	SPORT TRAC	SUV
TOW VEHICLE	EAST VALLEY	2002	GMC	TC31003	Stakeside
VOLUNTEER	EAST VALLEY	2005	GMC	TG33803	Panel Van
SUPERVISOR	HARBOR	2005	FORD	FOCUS	Station Wagon
FIELD	HARBOR	2000	GMC	TC20903	ARV
FIELD	HARBOR	2000	GMC	TC20903	ARV
FIELD	HARBOR	2001	GMC	TC30903	ARV
FIELD	HARBOR	2001	GMC	TC30903	ARV
FIELD	HARBOR	2001	GMC	TC30903	ARV
FIELD	HARBOR	2003	FORD	F20	ARV
CHIEF VET	HARBOR	2006	TOYOTA	PRIUS	Sedan
SUPERVISOR	NORTH CENTRAL	2002	FORD	U62	SUV
FIELD	NORTH CENTRAL	2000	GMC	TC20903	ARV
FIELD	NORTH CENTRAL	2000	GMC	TC20903	ARV
FIELD	NORTH CENTRAL	2000	GMC	TC20903	ARV
FIELD	NORTH CENTRAL	2000	GMC	TC30903	ARV
FIELD	NORTH CENTRAL	2000	GMC	TC30903	ARV
FIELD	NORTH CENTRAL	2005	FORD	F20	ARV
FIELD	NORTH CENTRAL	2008	GMC	SAVANA	ARV
TOW VEHICLE	NORTH CENTRAL	2008	FORD	F350	Dually
TOW VEHICLE	NORTH CENTRAL	2008	FORD	F350	Dually

ACTF	SPECIAL OPS	2008	GMC	SAVANA	ARV
WILDLIFE	SPECIAL OPS	2008	GMC	SAVANA	ARV
WILDLIFE	SPECIAL OPS	2008	GMC	SAVANA	ARV
PERMITS	SPECIAL OPS	2008	GMC	SAVANA	ARV
PERMITS	SPECIAL OPS	2008	GMC	SAVANA	ARV
SMART SR1	SPECIAL OPS	1999	CHEVY	UCBC	Walk Through
SMART SR2	SPECIAL OPS	2005	CHEVY	CG23405	Cargo Van
SMART SR3	SPECIAL OPS	2007	GMC	C5500	RV
LICENSING	SPECIAL OPS	2008	GMC	SAVANA	ARV
LICENSING	SPECIAL OPS	2008	GMC	SAVANA	ARV
LICENSING	SPECIAL OPS	2008	GMC	SAVANA	ARV
VOLUNTEER	SPECIAL OPS	2008	GMC	SAVANA	ARV
SUPERVISOR	SOUTH LA	2002	FORD	U62	SUV
FIELD	SOUTH LA	2000	GMC	TC30903	ARV
FIELD	SOUTH LA	2000	GMC	TC30903	ARV
FIELD	SOUTH LA	2000	GMC	TC30903	ARV
FIELD	SOUTH LA	2003	FORD	F20	ARV
FIELD	SOUTH LA	2003	FORD	F20	ARV
KENNELS	SOUTH LA	2003	FORD	F20	ARV
FIELD	SOUTH LA	2003	FORD	F20	ARV
FIELD	SOUTH LA	2003	FORD	F20	ARV
FIELD	SOUTH LA	2006	FORD	F250	ARV
FIELD	SOUTH LA	2008	GMC	SAVANA	ARV
SUPERVISOR	WEST LA	2006	TOYOTA	PRIUS	Sedan
KENNELS	WEST LA	2000	GMC	TC20903	ARV
FIELD	WEST LA	2001	GMC	TC30903	ARV
FIELD	WEST LA	2003	FORD	F20	ARV
FIELD	WEST LA	2006	FORD	F250	ARV
FIELD	WEST LA	2008	GMC	SAVANA	ARV
SUPERVISOR	WEST VALLEY	2007	TOYOTA	PRIUS	Sedan
FIELD	WEST VALLEY	2000	GMC	TC20903	ARV
FIELD	WEST VALLEY	2000	GMC	TC30903	ARV
FIELD	WEST VALLEY	2001	GMC	TC30903	ARV
FIELD	WEST VALLEY	2005	FORD	F20	ARV
TOW VEHICLE	WEST VALLEY	2000	CHEVY	CC31003/C5B	Stakeside

Attachment B	LA County	SEACCA	Pasadena	Santa Monica	Inland Valley	Riverside
Primary Vehicles						
Make/Model of Chassis	Ford F250	Ford F250	Ford F250	Chevy Silverado	Ford F250	Ford F250
Manufacturer of Compartments / Steel or Fiberglass	CTEC / Steel	CTEC / Steel	CTEC / Steel	ShoreLine / Fiberglass	CTEC / Steel	CTEC / Steel
Side Vents	Yes	Yes	Yes	Yes	Yes	Yes
Type of Cooler	Blowers & A/C	Blowers & Chillers	Blowers & Chillers	Blowers	Blowers	Blowers and RedDot A/C
Secondary Vehicles						
Make/Model of Chassis	Ford F250	N/A	Ford F250	Ford Transit	N/A	N/A
Manufacturer of Compartments /Steel or Fiberglass	Shoreline / Fiberglass	N/A	DeerSkin / Fiberglass	Mavron	N/A	N/A
Side Vents	Yes	N/A	Yes	No	N/A	N/A
Blowers or A/C	Blowers	N/A	Blowers	A/C	N/A	N/A
Other means to keep animals cool	Water Bowls	None	None	None	Water Bowls	None
Return policy	Depends on condition of dog. If the dog is healthy they stay out. If injured, they come in.	Depends on condition of dog.	Come straight in after pick up	Come straight in after pick up	Usually twice a day weather permitting.	Returns with animals at least twice per day.



CITY OF LOS ANGELES
DEPARTMENT OF ANIMAL SERVICES
POLICIES and PROCEDURES



**LOADING/UNLOADING OF ANIMALS INTO AN ANIMAL RESCUE VEHICLE
OR OTHER DEPARTMENT VEHICLE**

Date Issued: **March 26, 2009**

Division Code: **FLD 15**

POLICY

Any Department employee who loads any animal into any Department vehicle shall be responsible for safe, proper and humane loading and unloading that animal.

PROCEDURE

Only equipment that has been approved and authorized by the Department shall be used when capturing, loading, or unloading, or moving any animal. Remember to use sufficient number of personnel to ensure the safety of both employee and animal. Regardless of whether unloading/loading/moving, all animals shall be treated humanely.

When impounded animal(s) are to be LOADED into Department vehicles, the following shall be observed and adhered to by Department employees:

1. Use only the restraint, and force necessary.
2. Physically support the animal during loading, where appropriate.
3. Confine animals in compartments or cages suitable to the size and temperament of the impounded animal(s) and isolate different species. If the animals impounded are of the same species, but have incompatible temperament, or of the opposite sex, then the animals shall be segregated. Nevertheless, whenever possible, confine same species individually.
4. No more than two canines shall be carried in individual animal rescue vehicle cage compartments. The exception to this prohibition will be in the case of puppies that are from the same litter. If the puppies are unweaned, or under eight (8) weeks of age, then the animals shall be confined to a "cat carrier" or transfer cage and shall not be over-crowded.
5. Felines shall always be confined to a "cat carrier" or transfer cage prior to the loading of the animal into an animal rescue vehicle cage compartment and shall never be placed with another species of animal.
6. Sick or injured animals shall be confined separately and individually.
7. All wild animals shall be secured in a carrier or cage with respect to the animal's size and shape.

8. Snakes and lizards shall be first confined to a burlap or similar cloth bag, prior to the placement of the animal in a Department vehicle. If the reptile is too large for a cloth bag, then the animal shall be confined and transported separately in an animal collection vehicle cage compartment. Reptiles **SHALL NOT** be allowed or afforded the opportunity to come in contact (visually) or (physically) with any other impounded animal.
9. Poisonous reptiles shall not be transported in any Department vehicle unless the animal has been humanely euthanized. If the poisonous reptile is being held as evidence or where extenuating circumstances apply, you may transport the animal in a suitable, non-breakable container that can be secured.
10. For livestock, see Unloading/Loading of Livestock Policy
11. Turtles and tortoises shall be placed in a carrier or cage with respect to the animal's size and shape.
12. Animals confined to Department vehicles that are provided cage locks shall be locked at all times.

When impounded animal(s) are to be UNLOADED from Department vehicles, the following shall be observed and followed by Department employees:

1. Use only the restraint and force necessary.
2. Employees shall use caution and maintain safety standards when unloading an animal.
3. Impounded animals shall be unloaded immediately upon returning to the animal care center.
4. Animals of a species or disposition requiring immediate confinement shall be unloaded at the animal care center or unloaded at other locations as authorized by the Field Supervisor or ACOIC.
5. Animals unloaded at the animal care center shall immediately be placed in appropriate caging in "ACO Unloading Area," or enclosure suitable for the particular species being handled. Opposite sexes or differing species shall not be placed, housed, kenneled or kept together, with the following exceptions:
 - Poultry
 - Livestock

Note: However, if the fowl or livestock are found to be incompatible, then the animals shall be segregated.

6. Animals should not be allowed to jump or leap from the confines of Department Animal Rescue Vehicle (ARV) to the ground.

Any department employee who loads/unloads an animal into an Animal Rescue Vehicle SHALL NOT:

1. **Leave** animal(s) in Department vehicle(s) after the vehicle has returned to the animal care center.
2. **Leave** animal(s) in a Department vehicle during the employee's lunch break.
3. **Leave** the animal(s) in a Department vehicle during a lengthy service repair or vehicle breakdown.
4. **Leave** the animal(s) in a Department vehicle during any known prolonged absence by the employee.
5. **Allow** animal(s) in the cab area of the ARV.
6. **Allow** an animal to be transported in a cage not designated by the department as suitable.
7. **Leave** animal(s) overnight in vehicle.

NOTE: See Policy for **ANIMAL UNLOADING AT ANIMAL CARE CENTERS** for next steps following unloading animal from vehicle.



CITY OF LOS ANGELES
DEPARTMENT OF ANIMAL SERVICES
POLICIES and PROCEDURES



ANIMAL UNLOADING AT ANIMAL CARE CENTERS

Date Issued: **March 30, 2009 (Rev)**

Division Code: **FLD**

3

POLICY

To minimize the amount of time Animal Control Officers (ACOs) spend in the shelter by defining employee roles at the time of impoundment.

PROCEDURE

ACOs are required to perform the following tasks for each animal impounded by them when returning to an animal care center:

1. Humanely unload the animal from vehicle.
2. Immediately deliver any animal that is in need of medical attention to the medical staff.
3. Create an impound record for each animal in Chameleon (If owner surrender insure an Animal Profile record is filled out, including reason for surrender)
4. Tag the animal with correct Impound Number
5. Place animal in the designated ACO "Unloading Area" cage.
6. Attach the kennel card to the cage. Make sure to indicate behavioral issues on card, if applicable.
7. **Provide water for the animal.**
8. Verify that center staff, including Animal Care Technician Supervisors, is notified that animals have been taken in.

NOTE: Refer to Microchip Scanning Policy for instructions on scanning an animal.

ACT Supervisors are responsible for ensuring that animals are not maintained in the ACO holding area for any length of time in excess of 20 minutes. Impounded animals shall be evaluated and vaccinated by medical staff within 60 minutes of arrival to the center, if an Registered Vet Technician (RVT) is on duty. If a RVT is not on duty, the ACTS will leave a written message with medical staff (in a manner designated by medical staff) to insure the animal is examined by the next arriving RVT. ACTs will assist the medical staff with examining the animal. ACTs will photograph the animal and print a kennel card complete with picture, attaching it to the kennel/cage door.



CITY OF LOS ANGELES
DEPARTMENT OF ANIMAL SERVICES
POLICIES and PROCEDURES



IMPOUND PROCEDURES, HOLD TYPES, AND OWNER NOTIFICATION

Date Issued: **September 16, 2010 (Rev.)**

Division Code: **OPS 11**

POLICY

All employees must follow a consistent, system-wide procedure for bringing animals into the centers, notifying the animals' owners and processing the animals for proper release.

PROCEDURE

Any animal taken into custody by the Department shall be entered into Chameleon and provided automatically with an Animal Identification Number (A#). Employees shall determine, if necessary, which type of hold is to be placed on the animal and which notification is to be sent to the owners (if known).

Employees shall perform the following steps when an animal is brought into the **center**:

1. Determine what zip code the animal is from (location animal was picked up from by citizen).
2. Scan the animal for a Microchip (See Microchip Scanning Policy).
3. Determine whether the animal is stray, owned, or has a possible owner.
4. Ask for Identification from the Source-find or create a person record for Source.
5. Enter the animal into Chameleon.
6. Take a picture of the animal and attach it to the kennel card.
7. Take the animal to the medical ward (medical holding) for evaluation.
8. Place the animal in a kennel cage or run.

NOTE: If for any reason the employee believes animal cruelty was involved, immediately call a Registered Vet Technician (RVT) and Officer in Charge (OIC). Make sure to retain possession of the person's identification.

Employees shall perform the following steps when an animal is picked up in the **field**:

1. Radio dispatch that Officer has arrived to call.
2. Scan the animal for Microchip, if scanner is available (See Microchip Scanning Policy).
3. Take down Source Information (Chameleon should already have this entered or verified by Dispatch).
4. Load animal into Animal Rescue Vehicle (ARV) (See Loading/Unloading Policy).
5. Determine whether animal is in need of urgent medical attention.
6. Radio dispatch for completion time of call.
7. Return to care center and unload animal. (If animal is in need of urgent medical care, take directly to vet staff or proceed directly to AFE from location.)

8. Enter animal information into Chameleon.
9. Place in designated "ACO Unloading Area".
10. Attach kennel card to cage. Make sure to indicate any behavioral issues on the back of kennel card.
11. Provide water for animal.

NOTE: Refer to Unloading of Animals at Care Centers Policy.

The Employee booking in the animal shall do one of the following as it pertains to the animal in addition to the procedure above:

Owner Surrender – Employees shall charge an owner surrender fee as currently established. The 2009-2010 fee for dogs is \$25 (\$56 if picked up in the field) and \$22 for cats (\$53 if picked up in the field). Other animal surrender and pick-up fees can be checked in Chameleon. Be sure to use the current approved fee. Employees will bring up the Animal Profile Window, ask the Owner a series of questions sufficient to obtain as many answers as possible and place the answers in the Animal Profile Window. Owner must sign the Owner Surrender Form. (Located under Reports-F3). Animal becomes available for adoption immediately, upon surrender.

DOA (Dead on Arrival) – Employees will obtain information to book in the animal, either listing the home address and information from the owner or if from a person bringing in a stray, employees shall obtain information about where the animal was found. In all cases the animal must be booked in, however, no surrender fee is charged if the animal is not alive. Persons requesting pick-up of a dead animal should be referred to call the Bureau of Sanitation.

Stray – Employees shall obtain information of where animal was located. Stray animals will be held for four (4) days, not including the day the animal was booked in (legal holding period). Holidays and Monday will not be counted as part of the legal holding period and the animal will become available after the legal holding period. (Owner must provide proof of ownership to obtain animal before the fourth day.)

Evidence – When an animal is part of an ongoing investigation performed by our Officers or Animal Cruelty Task Force (ACTF), employees shall set the hold type in Chameleon as **Evidence** and set hold to **Y**. The review date shall be set for 30 days from the date the animal is brought in and can be changed in the event the animal is released at an earlier date. Animals under Evidence Hold are being held for the City Attorney or District Attorney cases or Potentially Dangerous Animal cases and must remain in the Department's custody until the animal is approved for release by the impounding officer or his/her immediate supervisor. Memos shall be placed in the Memo Window upon any change of the animal's review date (i.e., another 30 days). Memos shall also be entered pertaining to the animal's well being and should problems arise with the owner.

NOTE: Evidence animals will not be fostered without the Director of Field Operations' approval. Evidence animals shall not be fostered by city employees nor LAPD employees.

Personal Property – Animals impounded as personal property generally happen for 3 main reasons; the animal's owner is arrested, the animal's owner died, the animal's owner has a medical issue requiring hospitalization. Employees shall set the hold type in Chameleon as **Personal Property (PP)** and set hold to **Y (Yes)**. The review date shall be set for **30** days from the date the animal was booked in. Employees shall collect information regarding the owner's whereabouts, if known/applicable. The impounding employee must immediately request that Clerical Staff send a notification form to the owner, by mail, to the last known address of the owner no later than the next postal business day. Clerical Staff will enter a memo indicating the date the letter was sent. Upon the thirtieth (30th) day, the animal shall become available for adoption, if no contact was received from the owner. It is at the discretion of the Animal Care Technician Supervisor or Lieutenant whether to continue the hold of the animal if contact with the owner is made, depending on the wishes or extenuating circumstances of the owner.

Possible Owner – Employees shall set the hold type in Chameleon as **Possible Owner (PO)** and set hold to **Y (Yes)**. The review shall be set for seven (**7**) days after the date the animal was found to have a possible owner. The impounding employee must immediately request that Clerical Staff send a notification form to the owner's last known address no later than the next postal business day. The form will allow 7 days for the owner to redeem the animal. Clerical staff will enter a memo in Chameleon indicating the date the form was sent and will adjust the available date to seven (7) days after the date the letter is sent i.e. the animal is not available for adoption until the eighth day (day the letter is sent plus seven days) . If the identification is a Microchip, please follow the Microchip Scanning Policy.

NOTE: At any time it is discovered that an animal has a PO, regardless of the amount of time the animal has been impounded, the department must send notification to the PO and hold the animal for seven (7) days after the notification is sent.

Los Angeles Police Department HOLD – On occasion, LAPD will personally bring animals in or call our officers to an address and request we hold the animal(s) pending their (LAPD) investigation. Employees shall set the hold type in Chameleon as **LAPD** and set the hold to **Y (Yes)**. The review shall be set for **30** days from the date the animal was booked in. The employee shall obtain as much owner information as possible and shall obtain the investigating LAPD officer's name and phone number. No animal will be released until the LAPD Officer releases the animal. The impounding employee must immediately request Clerical Staff send a notification form to the owner(s) at the provided address to notify the owner that the department is maintaining their animal(s). Clerical staff will enter a memo in Chameleon indicating the date the form was sent.

Quarantine – Employees shall set the hold type in Chameleon as **Quarantine** and set the hold to **Y (Yes)**. The review date shall be set for **10** days from when the bite occurred and may be extended by Los Angeles County Veterinary of Public Health (VPH), if necessary. VPH must have a representative sign off on an animal before release. Employees shall be cautious when handling Quarantined animals.

Disaster – Employees shall set the hold type in Chameleon as **Disaster** and the set the hold to **Y** (Yes). The review date shall be set for thirty (**30**) days from when the animal was booked in. Employees shall obtain as much information about the owner(s) as is available and advise the owner (if possible) as to where the animal will be held. It is at the discretion of the Supervisor (Center Manager or above) to hold an animal after 30 days. The impounding employee must immediately request that Clerical Staff send a notification form no later than the next postal business day to the owner(s) at the last known address or forwarding address if provided, if contact with the owner has not been obtained post-disaster. The Clerical Staff must enter a memo in Chameleon indicating the date the letter was sent.

ANY ANIMAL REGARDLESS OF AVAILABILITY OR HOLD TYPE CAN BE EUTHANIZED IN THE EVENT THE VETERINARY STAFF FEEL THE ANIMAL IS IRREMEADIABLY SUFFERING.



September 15, 2015

TRAINING BULLETIN

Collection Vehicles: Transport of Animals and Air Controls

The below information is to be adhered to by all staff using the three types of collection vehicles. This Training Bulletin is intended to compliment all other existing Department policies regarding vehicles.

All animals are to be returned to a shelter or directly transported to their destination upon pick up.

The Department currently has three types of collection vehicles with three different air components for the collection compartments. They are described as follows:

Type 1: Truck chassis with a fiberglass collection compartment, an air blower and side door air vents.



TRUCK



FAN CONTROLS



AIR VENT

This unit is equipped with a fan switch on the control box pictured above. The fan switch activates a blower unit connected to the fiberglass compartment which moves air through the compartment. The blower unit works whether the truck is running or not. Staff are to do the following whenever using this vehicle:

1. Turn on the fan (blower) switch (forward toggle position) when you use the vehicle.
2. Open the compartments and ensure you feel air flowing from the vent pictured above. If you do not feel any air flow, **DO NOT USE THE VEHICLE** and report the vehicle to your supervisor for repair.
3. Leave the fan switch in the "on" (forward toggle position) until you are done using the vehicle for the shift and all of the animals have been removed from the compartments.
4. Turn off the fan switch at the end of your shift and you are done using the vehicle for the day. Ensure all animals have been removed from the compartments.
5. You may turn off the blower if you are concerned the animal(s) may become ill from the air circulating through the compartments. **The blower must be turned back on after the animal(s) have been removed and then repeat starting at step #2 above.**
6. Towels or blankets are to be used on the floor of the compartments when the surface is hot.

Type 2: Truck chassis with a metal collection compartment, an A/C unit and side door air vents.



TRUCK



REAR A/C CONTROL



A/C VENT

This unit is equipped with an air conditioning (A/C) switch on the control box pictured above. The A/C switch activates an independent A/C unit connected to the metal compartment which moves air through the compartment. **The A/C does NOT work when the truck is not running.** The unit will continue to run and blow air without A/C if the truck is not running. Staff are to do the following whenever using this vehicle:

1. Turn on vehicle.
2. Turn on the A/C switch (forward toggle position) pictured above.
3. Open the compartments and ensure you feel air flowing from the vent pictured above. If you do not feel any air flow, **DO NOT USE THE VEHICLE** and report the vehicle to your supervisor for repair.
4. Leave the A/C switch in the "on" (forward toggle position) until you are done using the vehicle for the shift and all of the animals have been removed from the compartments.
5. Turn off the A/C switch at the end of your shift and you are done using the vehicle for the day. Ensure all animals have been removed from the compartments.
6. You may turn off the A/C switch if you are concerned the animal(s) may become ill from the air circulating through the compartments. **The A/C switch must be turned back on after the animal(s) have been removed and then repeat step #3 above.**
7. Towels or blankets are to be used on the floor of the compartments when the surface is hot.

Type 3: Van with a metal collection compartment, rear A/C, side panel windows and no side door vents.



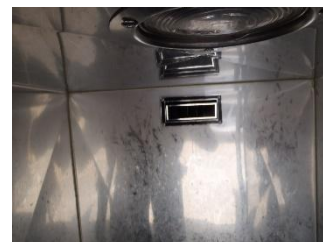
VAN



REAR A/C CONTROLS



FRONT A/C CONTROLS



A/C VENT

This unit is equipped with an air conditioning (A/C) switch located in the cab near the rear view mirror pictured above on the left. The A/C switch blows air into the metal compartments. The main cab A/C (located on the dash near the radio) must also be "ON" in order for the rear A/C to operate properly. The cab A/C need only be "ON" in order for the rear A/C to work. **The A/C does NOT work when the truck is not running.** Staff are to do the following whenever using this vehicle:

1. Turn on the vehicle.

2. Turn on the front (cab) A/C controls (pictured above right) to the following positions: There are three knobs on this control panel. Turn the knob on the far right to the "Max" position. **Ensure this knob is always in this position at all times** (even when you turn off the vehicle and are done using it). You may then control the left and middle buttons to suit the comfort level of the driver and passenger.
3. Turn the rear A/C controls (pictured above left) to the following positions as pictured: There are three knobs on this control panel. The knob on the left is to be turned to the "3" position. The middle knob is to be turned so the indicator is all the way to the left (the illustrated head position). The far right knob is to be turned all the way to the left so the dial is in the far blue positions. **Ensure these knobs are always in the above described positions at ALL times (even when you turn off the vehicle and are done using it).**
4. Open the compartments and ensure you feel air flowing from the vent pictured above. If you do not feel any air flow, **DO NOT USE THE VEHICLE** and report the vehicle to your supervisor for repair.
5. You may turn off or adjust the A/C knob(s) to the animal compartments if you are concerned the animal(s) may become ill from the air circulating through the compartments. **The knob(s) must be turned back to the positions indicated above in steps #1 and #2 after the animal(s) have been removed and then repeat step #4 above.**
6. Towels or blankets are to be used on the floor of the compartments when the surface is hot.

Please refer any questions to your immediate supervisor.

Los Angeles Administrative Code Sec. 5.199. Creation and Administration of the Fund.

(a) There is hereby created and established within the Treasury of the City of Los Angeles a special trust fund to be known as the "Animal Sterilization Fund", hereinafter referred to in this article as the "Fund".

(b) Subject to any special terms or conditions of individual gifts, contributions or bequests to the Fund, the Fund shall be used to provide pet sterilization services to residents of the City of Los Angeles who meet applicable program eligibility requirements, as established by the General Manager of the Department of Animal Services (hereinafter referred to in this Section as the "Department") and approved by the City Council; and for dogs, cats and rabbits adopted from City animal shelters by other persons.

(c) Any gift, contribution or bequest accepted by the City Council or the General Manager of the Department for the purpose of providing pet sterilization services shall be placed in the Fund.

(d) All gifts, contributions or bequests to the Fund which exceed \$25,000 shall be submitted to the City Council for acceptance or rejection. All gifts, contributions or bequests of \$25,000 or less may be accepted or rejected by the General Manager of the Department.

(e) The Controller shall establish a separate account for each accepted gift, contribution or bequest which includes any special requirements, qualifications or conditions for use. All accepted gifts, contributions or bequests which do not include any special requirements, qualifications or conditions for use shall be placed in a general account established by the Controller for this purpose.

(f) The civil penalties collected pursuant to Los Angeles Municipal Code Sections 53.12.2, 53.15.2 and 53.15.3 shall be deposited in the Fund and shall be used in a manner consistent with its purposes.

(g) Within 30 days after the end of each calendar quarter, there shall be transferred to the Fund from the General Fund an amount equal to \$2.00 for each paid dog license for an unaltered dog and an amount equal to \$7.00 for each paid dog license for an altered dog issued during that calendar quarter. Any additional allocations for pet sterilization services shall be transferred from the General Fund to the Fund.

(h) Subject to the prior approval of the Board of Animal Services Commissioners, expenditures may also be authorized for the following purposes: establishing and financing a public education program to prevent overpopulation of dogs and cats; a follow-up program to assure that animals sold or given away by the Department are spayed or neutered; and for any additional costs incurred by the City of Los Angeles because of the enactment of Sections 30503 and 31751 of the California Food and Agricultural Code.

(i) Spaying and Neutering Fees. The Department may enter into cooperative agreements with other animal control agencies, society for prevention of cruelty to animal shelters, humane society shelters and rescue groups and with veterinarians licensed to practice veterinary medicine in this state, in lieu of requiring spaying and neutering prepayments in order to carry out the requirements of this Section.

(1) Fee Amounts. The Department shall not sell or give away any dog, cat or rabbit that has not been spayed or neutered before placement with the owner. A fee of \$40.00 for spaying or neutering shall be collected by the Department at the time of adoption or sale for any dog, cat or rabbit that is a suitable candidate for spaying or neutering surgery. The fee will be used to pay for veterinary services.

(2) Prepayment Alternative. If a veterinarian licensed to practice veterinary medicine in this state certifies that a dog, cat or rabbit is too sick or injured to be spayed or neutered or that it would otherwise be detrimental to the health of the dog or cat to be spayed or neutered, at the time of adoption or sale, the Department shall collect a prepayment fee of \$40.00. All such prepayment fees shall be deposited in the Fund.

(3) Prepayment of Spaying and Neutering Fees. Whenever a dog, cat or rabbit has been spayed or neutered as provided in Subsections (i)(2) and (4), the adopter or purchaser shall be entitled to have the prepayment forwarded to the licensed veterinarian performing the above operation, and the General Manager shall draw the necessary demand on the Fund therefor.

(4) Disposition of Prepayments. The prepayment collected as provided in Subsection (i)(2) shall only be retained until the dog, cat or rabbit is healthy enough to be spayed or neutered, as certified by a veterinarian licensed to practice veterinary medicine in this state. The dog, cat or rabbit shall be spayed or neutered within 14 business days of that certification or the prepayment shall be forfeited. The adopter or purchaser shall obtain written proof of spaying or neutering from the veterinarian performing the operation. If the adopter or purchaser presents proof of spaying or neutering to the Department within 30 business days of obtaining the proof, the adopter or purchaser shall receive a full refund of the prepayment.

On and after January 1, 2006, any dog, cat or rabbit six months of age or younger at the time it is sold or given away by the Department shall be spayed or neutered within six months of its acquisition or the prepayment shall be deemed unclaimed. Any dog, cat or rabbit over six months of age at the time it is sold or given away by the Department shall be spayed or neutered within 60 days of its acquisition or the prepayment shall be deemed unclaimed. All unclaimed or forfeited prepayments may be expended by the Department in accordance with the restrictions on the use of the proceeds in the Fund.

(5) Refund of Prepayments. Whenever any dog, cat or rabbit which has been acquired from the Department dies or is destroyed prior to being spayed or neutered as required herein, the adopter or purchaser shall be entitled to a refund upon satisfactory proof of such death or destruction and the General Manager shall draw the necessary demand therefor on the Fund. No refund shall be made, however, where death or destruction occurs following the time within which the aforementioned operation was required to be performed.

(j) The Fund shall be administered and expenditures shall be authorized by the General Manager of the Department in accordance with established City practices. Expenditures of funds shall be made for the purpose of providing pet sterilization services and for purposes as stated in Subsection (h) of this Section.

(k) The General Manager of the Department shall report to the City Council annually regarding expenditures from the Fund and the purposes thereof.

SECTION HISTORY

Added by Ord. No. 149,721, Eff. 6-27-77.

Amended by: Subsec. (d), Ord. No. 162,039, Eff. 4-5-87; Subsec. (g), adds (h), Ord. No. 162,671, Eff. 9-6-87; Subsecs. (b), (c), and (f), Ord. No. 170,429, Eff. 4-26-95; "Department of Animal Regulation" renamed "Department of Animal Services," Ord. No. 174,661, Eff. 8-9-02; Subsec. (i) added, Ord. No. 175,081, Eff. 3-25-03; Subsec. (d), Ord. No. 176,520, Eff. 4-19-05; In Entirety, Ord. No. 181,290, Eff. 9-27-10.

**DEPARTMENT OF ANIMAL SERVICES
STATEMENT OF REVENUE AND EXPENSES
FUND 842- ANIMAL STERILIZATION FUND (ASF-06005A)
For the period July 1, 2015 to Mar 31, 2016**

	July 1 -Feb 29, 2016	Mar 1-31, 2016	(A + B = C)
	YTD Revenue (A)	Current Month (B)	Total (C)
Revenue			
Spay and Neuter Fees (\$7 for sterilized; \$2 for intact)	\$579,396.56	\$89,778.39	\$669,174.95
Donations & Contributions	41,454.00	5,489.37	\$46,943.37
General Fund Subsidy (\$546,000 total for 2014-15)	333,340.00	41,665.00	\$375,005.00
Total Revenue	\$954,190.56	\$136,932.76	\$1,091,123.32
	YTD Expenses (A)	Current Month (B)	Total (C)
Expenses/Encumbrances			
Spay and Neuter Program	\$735,805.90	\$59,436.20	\$795,242.10
Transfer to General Fund (for administrative support of the s/n program)			\$0.00
Total Expense	\$735,805.90	\$59,436.20	\$795,242.10
Net Income (Loss)	\$218,384.66	\$77,496.56	\$295,881.22
Cash Balance, beginning , 03/01/2016			\$5,004,395.66
Cash Balance, end, 03/31/2016			\$5,099,863.22
Dog/Cat Spay & Neuter Deposits	\$60,636.50		\$60,636.50
Pet Adoption Deposit	\$1,709,699.91	\$15,351.00	\$1,725,050.91
ASPCA Grant ¹	\$0.00		\$0.00
ASPCA Grant 3A ³	\$0.00		\$0.00
Fund Balance Residual Encumbrance ²	\$419,537.18	\$80,116.56	\$499,653.74
Unrestricted & Undesignated Fund Balance	\$2,146,010.80		\$2,146,010.80
Residual Equity Transfer ⁴	\$668,511.27		\$668,511.27
Total	\$5,004,395.66	\$95,467.56	\$5,099,863.22

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

² Represents net spendable and available funds in the current year

³ Represents ASPCA Grant 3A received to pay for New Hope adoption fees for 8,200 adoption pulls @\$40/pull=\$328,000

⁴ Fund 543 (\$668,137.27) and Fund 841 (\$374) were closed. Proceeds went to Animal Sterilization Fund.

**DEPARTMENT OF ANIMAL SERVICES
SCHEDULE OF DONATIONS & CONTRIBUTIONS
FUND 842- ANIMAL STERILIZATION FUND (ASF-06005A)
For the period July 1, 2015 to Mar 31, 2016**

	July 1 -Feb 29, 2016	Mar 1-31, 2016	(A + B = C)
	YTD Revenue (A)	Current Month (B)	Total (C)
Donations & Contributions			
Donations via direct solicitation	13.00		13.00
Donation -- Big Fix	4,438.50	10.00	4,448.50
Donations -- \$250 and below	33,228.50	5,479.37	38,707.87
California Community Foundation -- Nellie Rhode Trust	0.00		0.00
Grant-ASPCA ² -New Hope Adoption	0.00		0.00
Grant-ASPCA 3A-New Hope Adoption	0.00		0.00
Online Donations	3,774.00		3,774.00
Total Donations & Contributions	41,454.00	5,489.37	46,943.37

**DEPARTMENT OF ANIMAL SERVICES
SCHEDULE OF SPAY AND NEUTER PAYMENTS BY PROGRAM
Residual encumbrance (APPR 06005A) and Pet Adoption Deposit (BSA 2228)
For the period July 1, 2015 to Mar 31, 2016**

	July 1 -Feb 29, 2016	Mar 1-31, 2016	TOTAL
\$30/\$70 Voucher Coupons (ASF)			
Contractual			
ASPCA	\$58,030.00	\$5,740.00	\$63,770.00
SNP LA -EV	\$30,900.00	\$4,190.00	\$35,090.00
SNP LA -HARBOR	\$14,540.00	\$1,470.00	\$16,010.00
VALUE VET	\$9,310.00		\$9,310.00
SPAY4LA	\$3,900.00		\$3,900.00
Non-Contractual	\$72,220.00	\$9,140.00	\$81,360.00
Total \$30/\$70 Voucher Coupons	\$188,900.00	\$20,540.00	\$209,440.00
Adoption Vouchers (ASF & PAD)			
Contractual			
ASPCA	\$64,362.00	\$8,330.00	\$72,692.00
SNP LA -EV	\$90,667.80	\$10,166.40	\$100,834.20
SNP LA -HARBOR	\$83,031.30	\$7,426.80	\$90,458.10
VALUE VET	\$122,682.00	\$6,804.00	\$129,486.00
SPAY4LA	\$256.00		\$256.00
Non-Contractual	\$296,901.00	\$20,000.00	\$316,901.00
Total Adoption Vouchers	\$657,900.10	\$52,727.20	\$710,627.30
Mobile Van Spay & Neuter Spay (ASF)			
Amanda Foundation	\$169,500.00		\$169,500.00
Lucy Pet Foundation	\$9,985.00	\$14,415.00	\$24,400.00
SPAY4LA	\$107,660.00		\$107,660.00
Total Mobile Van Spay & Neuter	\$287,145.00	\$14,415.00	\$301,560.00
GRAND TOTAL SPAY AND NEUTER EXPENSES(ASF/PAD)	\$1,133,945.10	\$87,682.20	\$1,221,627.30

DEPARTMENT OF ANIMAL SERVICES
SCHEDULE OF SPAY AND NEUTER EXPENSES
FUND 842- ANIMAL STERILIZATION FUND (ASF 06005A)
For the period July 1, 2015 to Mar 31, 2016

	July 1 -Feb 29, 2016	Mar 1-31, 2016	(A + B = C)
Amanda Foundation (\$500,000 mobile spay/neuter contract-116573)	\$166,555.00		\$166,555.00
ASPCA (\$500,000 contract for SLA clinic-123811)	\$31,832.00	\$6,790.00	\$38,622.00
Lucy Pet Foundation (\$500,000 mobile spay/neuter contract-126900)	\$9,985.00	\$14,415.00	\$24,400.00
SPAY4LA(\$500,000 mobile spay/neuter contract-125233)	\$111,816.00		\$111,816.00
SNP LA (\$500,000 contract for Harbor s/n clinic-125639)	\$69,651.30	\$7,376.80	\$77,028.10
SNP LA (\$500,000 contracts for East Valley s/n clinic-117333)	\$36,386.60	\$8,756.40	\$45,143.00
Value Vet (\$500,000 contract for WLA s/n clinic-125775)	\$88,580.00	\$5,894.00	\$94,474.00
Other participating vets	\$221,000.00	\$16,204.00	\$237,204.00
Total S/N Program(ASF)	\$735,805.90	\$59,436.20	\$795,242.10

DEPARTMENT OF ANIMAL SERVICES
SCHEDULE OF SPAY AND NEUTER EXPENSES
FUND 842- ANIMAL STERILIZATION FUND (APPR 06005A)
For the period July 1, 2015 to Mar 31, 2016

	July 1 -Feb 29, 2016	Mar 1-31, 2016	(A + B = C)
	YTD Revenue (A)	Current Month (B)	Total (C)
<u>OTHER PARTICIPATING VETS</u>			
All Pets Medical Center -William Martin	\$4,655.00		\$4,655.00
Aloro Pet Clinic -Suresh V. Dogra DVM Inc.	\$4,704.00		\$4,704.00
Angeles Vista Pet Clinic - John D. Hardy	\$350.00		\$350.00
Angelus Pet Hospital -Ahmed A. Khalek	\$19,482.00	\$420.00	\$19,902.00
Animal Health Care Ctr -Lisa Hsuan Inc.	\$58.00		\$58.00
Animal Hospital LA Inc.	\$1,440.00	\$140.00	\$1,580.00
Animal Rescue Center -Sis Inc.	\$19,684.00	\$1,510.00	\$21,194.00
Avenue 26 Small Animal Hospital	\$0.00		\$0.00
Center Sinai Animal Hospital -Barlin Inc.	\$1,022.00	\$734.00	\$1,756.00
Community Vet Hospital -Delora Lauver/Edward James Lauver	\$27,398.00		\$27,398.00
Cozycroft Pet Hospital - Steve Haerther DVM Inc.	\$5,160.00	\$550.00	\$5,710.00
Devonshire Animal Hospital	\$0.00		\$0.00
Dog & Cat S/N Clinic -MK Veterinary Corporation	\$0.00		\$0.00
Eagle Glen Veterinary Clinic	\$760.00	\$140.00	\$900.00
Fixnation, Inc	\$8,002.00	\$1,054.00	\$9,056.00
Gateway Animal Hospital	\$6,602.00	\$478.00	\$7,080.00
Green Dog & Cat Hospital -Dina N. Bahl	\$200.00	\$100.00	\$300.00
Highland Park Animal Hospital	\$510.00		\$510.00
Highland Veterinary Hospital	\$30.00		\$30.00
Holiday Humane Society	\$1,910.00		\$1,910.00
JP Pet Clinic Inc.	\$884.00	\$202.00	\$1,086.00
Kinder4Rescue	\$5,840.00		\$5,840.00
LA Central Animal Hospital	\$3,278.00	\$140.00	\$3,418.00
Mar Vista Animal Med Ctr -Wendy C Brooks	\$900.00		\$900.00
MK Veterinary Clinic	\$1,020.00	\$210.00	\$1,230.00
N. Valley Vet Clinic -Todd A. Bender	\$0.00		\$0.00
North Figueroa Animal Hospital	\$57,272.00	\$5,122.00	\$62,394.00
Northridge Animal Med Ctr -Marco Pet Care Inc	\$5,048.00		\$5,048.00
Peninsula Pet Clinic Inc	\$266.00		\$266.00
Pet Care Veterinary Center	\$1,808.00	\$1,644.00	\$3,452.00
Porter Pet Hospital	\$3,614.00		\$3,614.00
Pruno Vet Enterprises	\$30.00	\$60.00	\$90.00
Roxford Veterinary Clinic - Teresa Long	\$70.00		\$70.00
Shadow Hills Pet Clinic - Satich K. Mohan	\$0.00	\$60.00	\$60.00
South Shores Pet Clinic of San Pedro	\$3,936.00	\$1,164.00	\$5,100.00
Spay and Neuter of Los Angeles-Pico	\$522.00	\$210.00	\$732.00
Spay4LA	\$0.00		\$0.00
Taub Veterinary Services, Inc.	\$0.00		\$0.00
Valley Animal Hospital of Van Nuys	\$1,324.00		\$1,324.00
Value Vet., Inc.-Canoga Park	\$24,048.00	\$2,246.00	\$26,294.00
Warren Animal Hospital -Marsan Inc.	\$8,265.00		\$8,265.00
Westchester Vet Center -Henry K Yoo	\$0.00		\$0.00
Westside Cat Practice -Thomas H. Elston	\$908.00	\$20.00	\$928.00
Total Other Participating Vets	\$221,000.00	\$16,204.00	\$237,204.00

DEPARTMENT OF ANIMAL SERVICES
STATEMENT OF REVENUE AND EXPENSES
Fund 859 - ANIMAL WELFARE TRUST FUND (AWTF)
For the period July 1, 2015 to Mar 31, 2016

	July 1-Feb 29, 2016	Mar 1-31, 2016	(A + B = C)
Revenue	Yr-to-Date (A)	Curr Mo (B)	Total (A + B = C)
Interest Income	\$11,009.17	\$3,968.62	\$14,977.79
Donations & Contributions	\$884,700.07	\$18,865.80	\$903,565.87
TOTAL REVENUE	\$895,709.24	\$22,834.42	\$918,543.66
Expenses			
ASPCA -Pitbulls/Chihuahua Incentive Program - Angel City Pitbulls	\$500.00		\$500.00
Advertisement-CBS Radio/Media Planet	\$20,000.00		\$20,000.00
Animal Playgroups-Leather/Bamboo sticks-Alderhoist	\$1,392.80		\$1,392.80
Milk Powder for young litters	\$34,671.21		\$34,671.21
Shelter Security Cameras - RD Systems	\$203,814.65		\$203,814.65
Exotic Animal Vet-Ryan Folse	\$3,675.00		\$3,675.00
K9W8 Scale-Shor-line	\$946.53		\$946.53
Rabbit/Cat Cages	\$5,337.78		\$5,337.78
Lease/Whistles for Animal PlayGroups	\$1,361.80		\$1,361.80
Digital Cameras	\$8,389.51		\$8,389.51
SMART/Field Equipment	\$18,555.74		\$18,555.74
Trainings-CSU/State Humane/HSUS	\$1,790.00	\$1,250.00	\$3,040.00
GSD (pays for Council approved alteraltions/improvements)	\$497.88		\$497.88
TOTAL EXPENSES	\$300,932.90	\$1,250.00	\$302,182.90
Net Income (Loss):	\$594,776.34	\$21,584.42	\$616,360.76

DEPARTMENT OF ANIMAL SERVICES
Schedule of Donations and Contributions by Program
Fund 859 - ANIMAL WELFARE TRUST FUND (AWTF)
For the period July 1, 2015 to Mar 31, 2016

	July 1-Feb 29, 2016	Mar 1-31, 2016	(A + B = C)
Donations & Contributions	YTD Rev (A)	Curr Mo (B)	Total (A + B + C)
Donations -- Community Assistance Fund	\$8,169.06		\$8,169.06
Donations -- Special Treatment And Recovery (STAR)	\$5,270.00	\$100.00	\$5,370.00
Donations -- Kennel Plaque Sponsorship	\$4,800.00	\$900.00	\$5,700.00
Donations -- Foster	\$0.00		\$0.00
Donation-via Direct AWTF Solicitation	\$414.00	\$40.50	\$454.50
Donation-via Direct STAR Solicitation	\$720.00		\$720.00
Donations - Grants/Trusts			
Grant - ASPCA ³ (New Hope Adoption/Microchips)	\$0.00		\$0.00
Grant - ASPCA ^S (Public Adoptions)	\$400,000.00		\$400,000.00
The Northern Trust-Johnston Administrative Trust	\$0.00		\$0.00
Jimmy Mitchell Estate	\$133,333.40		\$133,333.40
Donations AWTF (\$300 and below)	\$311,618.61	\$15,994.30	\$327,612.91
Online Donations			
Animal Welfare	\$9,632.00	\$1,646.00	\$11,278.00
S.T.A.R	\$10,743.00	\$185.00	\$10,928.00
TOTAL DONATIONS	\$884,700.07	\$18,865.80	\$903,565.87
Cash Balance, beginning 3/01/16			\$2,596,729.17
Cash Balance, end 3/31/16			\$2,618,313.59

**DEPARTMENT OF ANIMAL SERVICES
SCHEDULE OF DONATIONS AND CONTRIBUTIONS
Fund 859 - ANIMAL WELFARE TRUST FUND (AWTF)**

For the period July 1, 2015 to Mar 31, 2016

	Beg Balance Yr-to-Date (A)	Mar 1-31, 2016 Curr Mo (B)	(A + B = C) Total (A + B = C)
UNRESTRICTED DONATIONS			
AVAILABLE	\$1,241,872.19	\$14,771.50	\$1,256,643.69
RESTITUTION FOR ANIMAL CRUELTY	\$18,789.08	\$1,414.28	\$20,203.36
COMMUNITY ASSISTANCE FUND	\$9,793.56		\$9,793.56
AWARDS & REFRESHMENTS	\$433.00		\$433.00
VENDING SALES	\$1,697.57		\$1,697.57
TOTAL UNRESTRICTED DONATIONS	\$1,272,585.40	\$16,185.78	\$1,288,771.18
RESTRICTED DONATIONS			
WEST VALLEY SHELTER (Shelter maintenance)	\$49,063.57	\$964.03	\$50,027.60
HARBOR SHELTER "	\$38,269.39	\$607.30	\$38,876.69
NORTH CENTRAL SHELTER "	\$47,990.45	\$333.36	\$48,323.81
SOUTH LA SHELTER "	\$29,157.23	\$268.55	\$29,425.78
EAST VALLEY SHELTER "	\$62,301.55	\$469.40	\$62,770.95
WEST LA SHELTER "	\$81,758.31	\$1,551.00	\$83,309.31
ON-LINE DONATIONS			
SPECIAL TREATMENT AND RECOVERY (S.T.A.R.) PROGRAM	\$36,578.00	\$185.00	\$36,763.00
CHAMELEON DONATIONS			
S.T.A.R. PROGRAM	\$43,921.36	\$100.00	\$44,021.36
FOSTER PROGRAM	\$6,094.87		\$6,094.87
KENNEL PLAQUE SPONSORSHIP	\$41,321.92	\$900.00	\$42,221.92
PUBLIC EDUCATION	\$1,500.00		\$1,500.00
SPECIALIZED MOBILE ANIMAL RESCUE TEAM (S.M.A.R.T.)	\$1,227.41	\$20.00	\$1,247.41
BEST FRIENDS ANIMAL SOCIETY			
Restricted to promote adoptions	\$50,744.00		\$50,744.00
Restricted to adoption ad campaign	\$10,000.00		\$10,000.00
CEQA RELATIVE TO PROPOSED "CAT PROGRAM"			
Best Friends Animal Society	\$0.00		\$0.00
Found Animals	\$0.00		\$0.00
California Community Foundation	\$0.00		\$0.00
ASPCA	\$0.00		\$0.00
ASPCA			
ASPCA GRANT 1 -(CARROLL PETRIE) - pays for pitbulls/chihuahua adoptions	\$0.00		\$0.00
ASPCA GRANT 3B -NEW HOPE Microchips (8,200 pulls @ \$10/microchip)	\$0.00		\$0.00
ASPCA GRANT S3-PUBLIC ADOPTIONS	\$400,000.00		\$400,000.00
GENERAL SERVICES DEPARTMENT	\$4,356.87		\$4,356.87
TOTAL RESTRICTED DONATIONS	\$904,284.93	\$5,398.64	\$909,683.57
UNRESTRICTED ESTATE/TRUST DONATIONS			
ROBERT EMERSON ESTATE	\$10,228.24	\$0.00	\$10,228.24
LIZ DOUGLAS ESTATE	\$10,000.00	\$0.00	\$10,000.00
JIMMY MITCHELL ESTATE	\$133,333.40		\$133,333.40
NORTHERN TRUST COMPANY-Johnston administrative Trust	\$22,629.31	\$0.00	\$22,629.31
TOTAL UNRESTRICTED ESTATE DONATIONS	\$176,190.95	\$0.00	\$176,190.95
RESTRICTED ESTATE DONATIONS			
MARIE TYNER ESTATE (Maintenance of West Valley shelter)	\$43,242.23	\$0.00	\$43,242.23
AGNES WOOD ESTATE (Maintenance of North Central shelter)	\$112,813.67	\$0.00	\$112,813.67
L.C. MIRABILE ESTATE (Maintenance of SLA shelter)	\$4,316.26	\$0.00	\$4,316.26
SHUSTER/CUNARD ESTATE (Maintenance of East Valley shelter)	\$55,165.68	\$0.00	\$55,165.68
AMELIA PARKER ESTATE (Shelter renovations)	\$7,130.05	\$0.00	\$7,130.05
J.S. ROGERS FOUNDATION S.T.A.R.	16,000.00	\$0.00	\$16,000.00
M.L. PORT LIVING TRUST (Maintenance of WLA shelter)	\$5,000.00	\$0.00	\$5,000.00
TOTAL RESTRICTED ESTATE DONATIONS	\$243,667.89	\$0.00	\$243,667.89
TOTAL ESTATE DONATIONS	\$419,858.84	\$0.00	\$419,858.84
TOTAL DONATIONS AND CONTRIBUTIONS	\$2,596,729.17	\$21,584.42	\$2,618,313.59