



BOARD OF ANIMAL SERVICES COMMISSIONERS
CITY OF LOS ANGELES

REGULAR MEETING AGENDA
Tuesday, August 22, 2017
9:00 A.M.

LOS ANGELES CITY HALL, ROOM 1050
200 NORTH SPRING STREET
LOS ANGELES, CALIFORNIA 90012

LARRY GROSS
President

OLIVIA E. GARCÍA
Vice-President

LAYNE DICKER
ALISA FINSTEN
ROGER WOLFSON

Sign language interpreters, assistive listening devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting you wish to attend. For information please call (213) 482-9558.

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 172055 EV**
Respondent: Kari Whitman
East Valley Animal Care and Control: Captain Karen Knipscheer-Cox
Complaining Witness: Mrinalina Sharma, Dalila Ascencio and Mirsita Avelarde
2. **Dangerous Animal Case: DA 162385 HAR**
Respondent: Vivien Hao
Harbor Animal Care and Control: Lieutenant Jesse Castillo
Complaining Witness: Patricia Moncada

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. **NEIGHBORHOOD COUNCIL COMMENTS** - (Discussion with Neighborhood Council representatives on Neighborhood Council Resolutions or Community Impact Statements filed with the City Clerk which relate to any agenda item listed or being considered on this agenda for the Board of Animal Services Commissioners)

3. COMMISSION BUSINESS

- A. Approval of the Minutes for Meeting of August 8, 2017. (Action Item; Public comment limited to one minute per speaker).

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

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

6. DISCUSSION ITEMS

- A. Removal of Dog Breed Labels from Kennels and Adoption Forms. (Public comment limited to one minute per speaker).

7. BOARD REPORTS

- A. ASPCA Grant Acceptance. (Public comment limited to one minute per speaker).
- B. Geller Trust Donation Acceptance. (Public comment limited to one minute per speaker).
- C. Request to Release RFP for the West Valley Spay-Neuter Clinic. (Action item; public comment limited to two minutes per speaker).

8. ADJOURNMENT

Next Regular Meeting is scheduled for 7:00 P.M., September 12, 2017, at Best Friends Animal Society Shelter, 15321 Brand Boulevard, Mission Hills, California 91345.

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, 221 North Figueroa Street, 6th Floor, Suite 600, Los Angeles, CA 90012. Board Agendas may also be viewed on the 2nd floor Public Bulletin Board in City Hall East, 200 North Main Street, Los Angeles, CA 90012. Internet users may also access copies of present and prior agenda items, copies of the Board Calendar, MP-3 audio files of meetings as well as electronic copies of approved minutes on the Department's World Wide Web Home Page site at <http://www.laanimalservices.com/CommissionAgendas.htm>

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

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

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LAYNE DICKER

ALISA FINSTEN

ROGER WOLFSON

City of Los Angeles

CALIFORNIA



ERIC GARCETTI
MAYOR

**DEPARTMENT OF
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GENERAL MANAGER

DANA H. BROWN
ASSISTANT GENERAL MANAGER

LOUIS P. DEDEAUX
INTERIM ASSISTANT GENERAL MANAGER

NOTIFICATION OF ADMINISTRATIVE APPEAL HEARINGS

To Be Held:

Tuesday, August 22, 2017, at 9:00 A.M.

City Hall

**200 North Spring Street, 10th Floor, Room 1050
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 172055 EV**
Respondent: Kari Whitman
East Valley Animal Care and Control: Captain Karen Knipscheer-Cox
Complaining Witness: Mrinalina Sharma, Dalila Ascencio and Mirsita Avelarde
- 2. Barking Animal Case: BD 162385 HAR**
Respondent: Vivien Hao
Harbor Animal Care and Control: Lieutenant Jesse Castillo
Complaining Witness: Patricia Moncada

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.

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Visit our website at www.LAAnimalServices.com



BOARD OF ANIMAL SERVICES COMMISSIONERS
CITY OF LOS ANGELES



MINUTES

TUESDAY, August 8, 2017 at 9:00 AM

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

Audio MP-3 Recording is available at www.laanimalservices.com

Larry Gross, President
Olivia E. García, Vice President
Layne Dicker
Alisa Finsten
Roger Wolfson

Meeting called to order at 9:09 a.m. Commissioners present were Gross, García, Dicker, Finsten and Wolfson (NOTE: Commissioner Wolfson was not present at the time attendance was taken but arrived at 10:03 a.m.). Also present from Los Angeles Animal Services (LAAS) Board Secretary Johana Moran, Assistant General Manager (AGM) Dana Brown, General Manager (GM) Brenda Barnette; and Deputy City Attorney (DCA) Dov Lesel.

Commissioner Gross opened the meeting, introduced staff, and provided an overview of the meeting agenda.

I. **ADMINISTRATIVE APPEALS**

1. **Possible Dangerous Animal Case: DA 161353 WV**

Respondents: Marina Moskovich and Solomon Moskovich
West Valley Animal Care and Control: Lieutenant Lorna Esparza
Complaining Witness: Judy Greenwald

The Respondents were represented by legal counsel Jeff Jacquet. Mr. Jacquet stated there was a violation of due process because the respondent was denied a Russian speaking interpreter for the administrative hearing, and denied a continuance of the hearing to bring an interpreter. **Commissioner Gross** inquired why that information was not included on the appeal form. Mr. Jacquet replied that he had insufficient time to work on the appeal because the Hearing Examiner did not send him a copy of the determination letter; rather, the respondent received the determination and sent it to him. **Commissioner Gross** questioned how Mr. Jacquet missed such an important point. Mr. Jacquet stated that it was just one of several concerns, and recounted other factors in the case, including that the dog, "Bella", was off-leash for over an hour before the incident, and showed no signs of aggression towards anyone else in the park. **Commissioner Gross** asked Mr. Jacquet if he is aware leash laws. Mr. Jacquet acknowledged that he is aware, and argued that Bella is not an aggressive dog; surmised that the Complaining Witness must have provoked the dog. **Commissioner Gross** asked about the Respondents' ability to understand and communicate in English. Mr. Jacquet stated that Mrs. Moskovich speaks English, and has limited comprehension; and Mr. Moskovich does not speak English, at all. **Commissioner Dicker** asked the Department if the City provides translation services. **AGM Brown** confirmed that it does, and stated that the Department attempts to accommodate requests for interpreters. **Commissioner Gross** inquired about the hearing process in cases where interpreters are requested.

AGM Brown informed the Board that, upon request, the Department seeks out interpreters from within City Departments; if an interpreter cannot be found, the parties are notified that they can bring their own; generally, a case is continued until an interpreter is found. **Commissioner Dicker** asked Mr. Jacquet if he has evidence of the request for an interpreter. Mr. Jacquet confirmed that he has copies of the requests he made through email. **AGM Brown** stated for the record that this case is one of "Terms and Conditions," and not "Dangerous Animal." The Complaining Witness Judy Greenwald was present with her legal counsel Ash Ashour. Ms. Greenwald recounted the details of the attack, and countered statements made by Mr. Jacquet, including, his assumption that she provoked the dog. Mr. Ashour stated that the respondents tried to downplay the severity of the attack, and have not shown remorse for having their dog off-leash in a public area. Ms. Greenwald corrected a statement that she made during the administrative hearing regarding the position of the dogs head when it bit her, and repeated that she did not provoke the dog. Mr. Jacquet presented his rebuttal to the Ms. Greenwald's testimony. **Commissioner Gross** asked Mr. Jacquet if the Respondents testified that they allowed their dog to be off-leash for an hour on the day of the attack and that their dog had been off-leash on several occasions and remarked that that is a violation of the law. Mr. Jacquet agreed and said that his argument was meant to prove that the dog is not a dangerous animal. **Commissioner Garcia** commented that the finding is that the dog is not dangerous. **AGM Brown** clarified that the finding is that the owners can keep their dog under certain terms and conditions imposed by the Department; therefore, this is an appeal of the terms and conditions. Mr. Jacquet stated that in addition to appealing the terms and conditions, Respondents want to ensure that the dog is not deemed dangerous. **Commissioner Gross** assured Mr. Jacquet the dog is not deemed dangerous. **Commissioner Garcia** asked the Board if any Commissioners doubt that the dog bit the Complaining Witness, and it appeared that none doubted that the bite occurred. **Commissioner Dicker** remarked that it was clearly a bite, and that the incident could have been prevented had the dog been on a leash, as required by law; and cautioned the appellants that the outcome could be worse if they want a rehearing. Mr. Jacquet denied wanting a new hearing, rather, desired a finding that the dog was provoked and should not be subject to the terms and conditions. **Commissioner Dicker** stated that there is a preponderance of evidence against the appellants. Mr. Jacquet argued that the lack of an interpreter during the hearing process was a factor in the outcome as the appellant did not completely understand the examiner's questions. **Commissioner Dicker** cited the pictures of the wounds resulting from the attack as sufficient evidence that a bite occurred. Mr. Jacquet argued that the pictures taken the first day show only scratches, and not a bite. **Commissioner Dicker** stated that he saw all of the pictures and that he observed clear puncture wounds, in addition to the scratches; commented on the terms and conditions. Mr. Jacquet inquired about the increased cost of the license. **DCA Lesel** referenced item five on the terms and conditions, the cost for a restricted dog permit cost is \$120, in addition to the regular license cost. **GM Barnette** added that it serves as a reminder to keep the dog on a leash. **Commissioner Gross** commented that the pattern of the dog being off-leash is of great concern, and the terms and condition serve as a warning that the dog must be on a leash at times when out in public. Mr. Jacquet stated that his clients agree and have leashed the dog in public since the incident occurred.

Commissioner Dicker motioned to uphold the decision of the General with the modification to strike item 7 from the Terms and Conditions. **Commissioner Finsten** seconded the motion and it was approved by a vote of 3-1.

Commissioner Gross instructed the Department to ensure that requests for interpreters are documented and handled appropriately.

2. Possible Dangerous Animal Case: DA 171049 WLA

Respondents: Shulamit Nazarian

West Los Angeles Care and Control: Captain Wendell Bowers

Complaining Witness: Amanda Richards

The Respondent was represented by legal counsel David J. Weiss and Mary Louise Wright. Mr. Weiss stated that the Respondent Shulamit Nazarian is appealing the certain terms and conditions imposed by the Department; presented a brief review of the dogs' "Rocky" and "Baxter" background, including that Rocky is medicated for anxiety, and not aggression; described Ms. Nazarian's property, including multiple gates used to secure the dogs; recounted that the dogs got out on the day of the incident due to the caretaker "Mr. Bravo" leaving a gate open and a second, electronic, gate malfunctioned; stated that the it was a one-off incident, and the dogs are secured behind two gates; and argued that item 14, requiring that the dogs be maintained in a six-sided enclosure/dog run, should not apply given that the dogs are already kept in a secure area. Ms. Wright added that they object to the language in item 10 "counter conditioning your dogs' aggressive behavior" as the dogs were not deemed dangerous. **Commissioner Gross** inquired if the dogs had gotten out before. Ms. Nazarian testified that in 2011 Rocky got out as a neighbor walking a dog passed by, she retrieved him without incident. **Commissioner Gross** asked how many times the dogs have escaped. Mr. Weiss responded that it happened twice. Ms. Nazarian agreed and added that now she keeps the dogs in an enclosed pool area to prevent further incident. There was further discussion on the details of the enclosed areas, location and number of gates, and where the dogs are maintained on the property. Complaining Witness Amanda Richards was represented by legal counsel Lawrence Marks. Mr. Marks asked if Respondent submitted an appeal form, as he only sees letter requesting an appeal and questioned appeal protocol. **DCA Lesel** confirmed that a letter that addresses the particular reasons for the appeal. Mr. Marks recounted what transpired at the hearing, evidence submitted, and testimony given; recounted the details of the attack and the previous incident where the dogs got out; alleged that the gate was not fixed; urged the Board to enforce all of the terms and conditions. There was further discussion on item 14 of the terms and conditions. Mr. Weiss rebutted that the malfunctioning gate was fixed and it was not the primary method for securing the dogs, they only got out because other gate was left open. Ms. Wright added that Mr. Marks misrepresented the testimony, including alleging that both dogs were involved in the attack, when only Rocky got out. **Commissioner Gross** noted that Ms. Richards testified that both dogs got out a couple of times. Ms. Wright stated that both dogs got out in the first incident, but only Rocky got out in this incident; cited the testimony, including Rocky is medicated to treat anxiety and not aggression. **Commissioner Gross** remarked that there is testimony that the dogs have been muzzled during walks since 2010, not in response to the bite. Mr. Weiss and Ms. Wright stated that the use of

the muzzles shows that Ms. Nazarian is a responsible dog owner and that the muzzles are precaution, not a necessity. **Commissioner Wolfson** asked Respondent's counsel how they want item 10 to be modified. Ms. Wright stated that they oppose the part that states "counter condition your dogs' aggressive behavior" because Baxter was not involved and the dogs were not deemed dangerous. **Commissioner Wolfson** offered to modify it to apply the training only to the dog involved. Ms. Nazarian stated that modifying item 10 in that way would have no practical effect since both dogs are present when the trainer visits. **Commissioner Garcia** inquired if the objection to item 10 is only the reference to "aggressive behavior." Ms. Nazarian confirmed. **Commissioner Wolfson** asked if Ms. Nazarian would prefer that language removed. Ms. Nazarian confirmed. **Commissioner Wolfson** asked if Ms. Nazarian had any objection to item 14 requiring construction of a six-sided dog run/enclosure to keep the dogs in. Mr. Weiss replied that item 14 is inappropriate as the dogs are properly secured by the gates on the property and the dogs are not dangerous. Discussion took place about striking item 14 entirely from the terms and conditions, and striking language referencing aggressive behavior on item 10.

Commissioner Wolfson made a motion to uphold the decision of the General Manager with the modification to strike item 14 entirely and eliminate certain language from item 10 of the terms and conditions. **Commissioner Dicker** seconded the motion and it was approved by a unanimous vote of 5-0.

Commissioner Gross announced that **Commissioner Garcia** left to attend the City Council meeting in session where she's expected to be confirmed for a new term on the Board. **GM Barnette** also went to the confirmation.

II. REGULAR COMMISSION MEETING

1. PUBLIC COMMENT

Phyllis Dougherty: Spoke about the need for grief counseling for staff that worked with an ACT who was shot and is in critical condition; stated this is the second incident in a year; opined that counseling provided by EAP is insufficient; urged the Board to visit the shelters incognito to assess the conditions; secondhand report of conditions at one shelter in particular.

2. NEIGHBORHOOD COUNCIL COMMENTS - (Discussion with Neighborhood Council representatives on Neighborhood Council Resolutions or Community Impact Statements filed with the City Clerk which relate to any agenda item listed or being considered on this agenda for the Board of Animal Services Commissioners)

Public Comment:
None

3. COMMISSION BUSINESS

A. Approval of the Minutes for Meeting of July 25, 2017.

Commissioner Wolfson made a motion to approve the minutes of July 25, 2017. **Commissioner Dicker** seconded and the motion passed by a unanimous

vote of 4-0.

B. Vote to Set a New Meeting Start Time. *(Item taken out of order, held after item 6. A)*

Commissioner Gross provided the background for the reason that this item is before the Board, including that there is a Council Committee that needs the meeting room at 1:00 p.m. on Board days; options are setting the new start time at 9:00 or 9:30 a.m., or keeping the start time at 10:00 a.m. **Commissioner Dicker and Finsten** spoke in favor of a start time of 9:00 a.m., however, they were both willing to chose a later time to accommodate the other Commissioners. **Commissioners Gross and Garcia** expressed agreement with Commissioner Dicker and Finsten. **Commissioner Wolfson** stated that he has no issue with an earlier start time and added that the Board would be more effective if it set an end time; proposed meetings that do not run over two hours, and items that run out of time will be continued in future meetings. **Commissioner Gross** respectfully disagreed with setting an end time and discussed how that might be a disservice for the people and animals of the City; agreed that the Board needs to be more efficient, believes it has been moving in that direction. **Commissioner Dicker** recognized Commissioner Wolfson's long service on the Board and agreed with Commissioner Gross's statement. **Commissioner Wolfson** expressed appreciation for the Commissioners' commitment to the animals of the City and spoke about his experience serving in Senate Committees as an example of the benefit of setting a time limit on meetings; stated that appeal hearings are needlessly long. **Commissioner Finsten** asked Board to limit discussion to setting a new start time and apologized because she must leave the meeting early. **Commissioner Garcia** stated that there is a trend in the Board "working smarter" and is not comfortable with setting a time limit.

Public Comment:
None.

Commissioner Dicker moved to set the Board meeting start time at 9:00 a.m. **Commissioner Wolfson** moved to set the start time at 9:00 a.m. and end at 11:00 a.m. **Commissioner Gross** addressed the first motion and asked if there was a second for it. **Commissioner Finsten** seconded the first motion and the vote was inconclusive. There was discussion to clarify the result of the vote, leading to further discussion on the alternatives. **Commissioner Wolfson** stated that it is irresponsible of the Board to not set a time limit and discussed why it should. **DCA Lesel** provided guidance on the sequence of the votes and noted for the record that Commissioner Dicker, Commissioner Finsten, and Commissioner Gross voted in favor of the first motion; asked if any Commissioners oppose or abstain. **Commissioners Garcia and Wolfson** abstained and the motion and was approved by a vote of 3-0.

4. ORAL REPORT OF THE GENERAL MANAGER

AGM Brown provided the GM Oral Report in GM Barnette's absence and discussed the following:

- On July 28, the Department received notification that Marcia Kislinger had passed away; services held on August 1; Ms. Kislinger was a dedicated RACO and Department volunteer for over 30 years, during which she served as an ACT for six months; Ms. Kislinger served her community well and will

be greatly missed.

- August 4, ASPCA Grant: \$200,000.00 to underwrite cat adoption fees for cats four months and older.
- August 4 – 6, “Free the Shelters” event underwritten by Prai Beauty; all participating shelters doubled their adoptions from the previous year; South L.A. did especially well; a total of 414 dogs and cats were adopted during the weekend, compared to 169 dogs and cats adopted during the same period last year.
- August 7, Victoria Garcia started as the Department’s Director of Volunteer Services (DVS).
- Western Veterinary School contract finalized; operating the Spay-Neuter Clinic in the East Valley.

Commissioner Gross inquired about a clinic opening date. **AGM Brown** stated that there is no formal opening date, and it may be operational before the next Board meeting. **Commissioner Gross** inquired about the condition of the ACT that was shot. **AGM Brown** stated that Jose Salas was involved in an off-duty incident and is in critical condition, family and friends are with him; arrangements made for grief counseling at North Central, if needed, grief counseling will be provided to staff at other shelters. **Commissioner Gross** suggested that grief counselors be sent to East Valley, and extended best wishes to Mr. Salas and his family. **Commissioner Dicker** inquired if there is information on bids for the C4C projects. **AGM Brown** stated that Interim AGM Dedeaux is still in the process gathering bids for all of the projects and is not ready with a board report.

Public Comment:

Phyllis Dougherty: Welcomed Ms. Garcia; commented on the Free the Shelters reports; opined that the department is not teaching responsibility to people. **Dan Guss:** Agreed with Ms. Dougherty’s views against free adoptions; stated that people do not place value on animals that are given away; urged the Department to take the lead and send a consistent message to the public regarding No Kill and overflowing shelters.

Commissioner Gross welcomed DVS Garcia and commented on the importance of the position.

5. COMMISSIONERS’ ORAL REPORTS AND FUTURE AGENDA ITEMS

Commissioner Wolfson welcomed DVS Garcia and commented on the importance of the volunteer program; related his own experience as a volunteer coordinator with Best Friends, and compared their support for volunteers to the challenges faced by the Department in dealing with the bureaucracy to secure the DVS position; thanked DVS Garcia for coming aboard; recognized Sr. MA John Forland and thanked the LAAS staff for their efforts in moving forward the RFP to provide the sale of pet products.

Commissioner Dicker discussed his visit to West L.A. shelter and commented on the play group; asked for discussion on participation numbers and changes to make the groups more inviting to people and dogs; concerned with licensing issues; suggested requiring adoption groups to require licensing at the time of adoption or a database to record what dogs were adopted and to who; welcomed DVS Garcia and offered the support of the Board in improving the volunteer program; requested a board report on removing breed labels from kennels; requested discussion on increasing the household dog limit; requested DCA Lesel to discuss using the AWTF to underwrite adoptions; commented on pet auction rules and requested DCA Lesel to provide input; inquired on the status of the Shelter at Home proposal. **DCA Lesel** replied that he should have the information soon.

Commissioner Finsten requested the Department to schedule a report regarding the phones and ITA staff present to discuss it. **GM Barnette** agreed.

Commissioner Gross discussed requiring pet stores and veterinary clinics to post notices on licensing, spay/neuter, and leash laws. **GM Barnette** clarified that the Department licenses pet stores, and not veterinary clinics. **Commissioner Gross** requested to schedule training on the Brown Act and Conflict of Interest rules for late September or early October. **DCA Lesel** agreed. **Commissioner Gross** discussed that Rosh Hashanah is on September 26, and with it a new wave of Kapparot issues; requested to reassemble a committee to discuss it at the Board Meeting on September 12. **GM Barnette** stated that the Department's protocol in the past has been effective. **Commissioner Gross** recommended a review of that protocol. **GM Barnette** briefly described some of the measures taken in the past.

Public Comment:

Dan Guss: Commented on an article he wrote on dog licensing scofflaws at City Hall; asked for a public audit of how licenses have been issued by Best Friends.

Phyllis Dougherty: Commented on the need to address the emotional well being of volunteers exposed to abused animals; spoke about pet auction laws; spoke out against removing breed labels.

6. Board Reports

- A. Request to Use the Animal Welfare Trust Fund to Provide Vaccines and Other Services for Pets of Homeless Individuals

Management Analyst (MA) Kay Ha presented a brief overview of the report, including that the request is for up to \$150,000 from the AWTF to provide vaccines and other vital services for up to 10,000 pets of homeless residents of the City; in line with the City's Homelessness Strategy and the Department's core mission; discussed the progress made by the pilot program in Skid Row. **GM Barnette** relayed email received from Lori Weise of Downtown Dog Rescue (DDR), DDR is a partner in the Department's Skid Row project, in the first year DDR served 1,500 pets of homeless residents; the Department will be serving several communities and may be underestimating the number of pets that need to be served. **Commissioner Gross** asked for details on what the funds will be

spent on and who will administer. **AGM Brown** provided examples of how the program would operate, cited the Skid Row Pet Services Center. **Commissioner Gross** inquired about areas of the City that will be served. **AGM Brown** stated that funds will be used to purchase pet medication and treatments and provide those supplies to various groups that provide these services throughout the City or used to reimburse the groups for the supplies. **Chief Accountant (CA)** Lilia Liclican explained the approval and allocation process; subject to tracking and monitoring to ensure that expenditures do not exceed the allotted amount. **Commissioner Gross** asked if there is an estimate about the length of time it will take to exhaust the funds. **AGM Brown** stated that the City estimated that there are 10,000 pets of homeless City residents and that it is the Department's goal to vaccinate all of them; there is proven need for these services; once the Department implements the program, there will be a better idea of how long it might take to exhaust the funds. **GM Barnette** added that if approved, the funds will be restricted only for the purpose identified in the report. **DCA Lesel** asked if the AWTF will be drawn as needed, and not all at once. **CA Liclican** confirmed and added that it is similar to the authorized expenditures earmarked for the canine flu vaccinations. **Commissioner Gross** asked for a breakdown of the cost of the services. **AGM Brown** stated that the Department's Chief Veterinarian estimated that the cost is \$20 per dog. There was discussion about the responsibility of the Department to maintain transparency and accountability. **Commissioner Dicker** asked for clarification on who will administer the vaccinations. **AGM Brown** stated that vaccines are administered by RVT's at the Pet Services Center and by the contractors at City events. **GM Barnette** added that RVT's are under supervision of a veterinarian.

Public Comment:

Phyllis Daugherty: spoke about why she's against the proposal as written; stated that it's not well defined and needs more controls; stated that each recipient should be required to sign-off so the City is not liable if something goes wrong; agreed with Commissioner Gross's comment that the Department must be accountable.

Dan Guss: spoke out in favor of the proposal with some recommendations; stated the Department should only provide the goods, not cash to the third parties providing the services; opined that the Department should require that the owners spay or neuter the animals in order to receive the services, and provide a post-surgery recovery facility.

Commissioner Gross asked the Department if it was going to disburse cash. **GM Barnette** stated that cash will not be disbursed. Discussion took place on vendor participation; outreach and partnering with events for the homeless held throughout the City; funds are restricted to purchase medication for pets of the homeless; program is not subject to an expiration date; pros and cons of requiring spay-neuter to receive the treatments; tracking results to determine effectiveness via regular reports to the Board; and ensuring that underserved communities are not overlooked.

- B. **Commissioner Wolfson** moved to approve the Request to Use the Animal Welfare Trust Fund to Provide Vaccines and Other Services for Pets of

Homeless Individuals. **Commissioner Finsten** seconded and the motion was unanimously approved by a vote of 5-0.

C. Animal Welfare Trust and Animal Sterilization Fund Balances for June 2017 *(Item taken out of order, held after item 3. A)*

Commissioner Gross asked if he's correct to interpret that there is a 4.1 million balance in the ASF. **GM Barnette** clarified that a significant portion is encumbered in contracts with vendors. **AC Liclican** reported on some of the expenditures, including that approximately 500K is for each of the six contracted on-site spay-neuter clinics, totaling three million; and 500K is for each of the three mobile van spay-neuter clinics. There was further discussion on the difference between ASF restricted and unrestricted funds. **Commissioner Gross** asked for an explanation of the Restitution for Animal Cruelty funds in the AWTF. **AC Liclican** stated that people found guilty of abusing animals are required to pay this restitution fee to the Department. **Commissioner Gross** inquired about what the Trifecta Tripods are used for. **GM Barnette** stated that she's almost certain it is equipment to lift horses.

Public Comment:
None.

Commissioner Gross stated that the next meeting will be held on August 22, 2017 at 9:00 a.m. in room 1050; he is unable to attend, however, is expecting a quorum.

7. ADJOURNMENT

Meeting ended at 11:45 a.m.

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

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BRENDA F. BARNETTE
GENERAL MANAGER

DANA H. BROWN
ASSISTANT GENERAL MANAGER

LOUIS P. DEDEAUX
INTERIM ASSISTANT GENERAL MANAGER

Report to the Board of Animal Services Commissioners

COMMISSION MEETING DATE: August 22, 2017

PREPARED BY: Dana Brown

REPORT DATE: August 17, 2017

TITLE: Assistant General Manager

SUBJECT: ACCEPTANCE OF A \$200K GRANT AWARDED BY THE AMERICAN SOCIETY
FOR THE PREVENTION OF CRUELTY TO ANIMALS (ASPCA)

BOARD ACTIONS RECOMMENDED:

1. ACCEPT a check in the amount of \$200,000 from the ASPCA as a grant award for fee-waived cat adoptions;
2. APPROVE the deposit of these funds into the Animal Welfare Trust Fund and restrict these funds for the purposes of fee-waived adoptions of cats 4 months and older; and
3. FORWARD the acceptance of these grant funds to the Mayor and City Council for approval.

BACKGROUND:

On July 28, 2017, the Department of Animal Services submitted an application to the ASPCA for a grant in the amount of \$200,000 to subsidize adoption fees for cats 4 months and older. On August 4, 2017, the ASPCA awarded the \$200,000 grant to the Department and sent the attached Grant Agreement Reference letter outlining the grant requirements, timelines, usage, and reporting requirements. The terms and conditions of the grant were accepted and agreed upon by the Department and the letter was signed and returned to the ASPCA via US mail.

JUSTIFICATION:

The Department of Animal Services is constantly seeking new and innovative avenues for encouraging animal adoptions in the City of Los Angeles. This ASPCA grant provides funding to accomplish increased adoptions and increased live save rates. This year, kitten season is especially busy. The acceptance of these funds will also allow the Department to run adoption

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Report to the Board of Animal Services Commissioners
SUBJECT: ACCEPTANCE OF ASPCA GRANT FUNDS

events focused on adult cats to increase their chances of finding homes. Over the years, the Department has used a variety of strategies to encourage adoptions. One proven successful method is to offer reduced adoption fees. Documented data supports that when an organization has offered to subsidize adoption fees, adoption numbers have risen during the reduced fee period. There are detractors who believe that reduced fee or fee waived adoptions will devalue an animal and potentially make it more likely to be abused, abandoned or neglected. From a practical perspective, those participating in fee waived adoptions must provide valid identification before taking an animal into his/her custody. With the number of under-socialized and/or stray cats in the City, people who have malicious intent toward cats could more easily victimize these undocumented animals rather than identifying themselves to the Department as cat owners. Also, nationwide studies have been conducted gathering information from numerous adoption agencies and there is no evidence to support a greater likelihood of abuse or neglect in fee waived adoptions.

It should be noted that the Department applied for and received a similar grant from the ASPCA in 2015. The use of those funds had a very positive impact on the overall live/save rate for adult cats.

FISCAL IMPACT:

There will be no financial impact on the Department's budgeted funds. This grant will be deposited into the Department's Animal Welfare Trust Fund and used in accordance with the grant agreement.

Approved:

Brenda F Barnette

Brenda Barnette, General Manager

Attachment

BOARD ACTION:

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



GRANT AGREEMENT REFERENCE:

NAME: Los Angeles Animal Services
PROJECT: Fee-Waived Public and Rescue Adoptions for Cats
AMOUNT: \$200,000.00
GRANT NUMBER: 2017-0691
GRANT TERM: August 4, 2017 - February 4, 2018
ASPCA GRANT OFFICER: Jill Buckley, Esq.

GRANT ACCOUNT LOGIN: https://www.grantrequest.com/SID_900?SA=AM

August 4, 2017

Mr. Mark Salazar
Los Angeles Animal Services
221 N. Figueroa Street, Suite #600
Los Angeles, CA 90012

Dear Mr. Salazar,

The American Society for the Prevention of Cruelty to Animals (the "ASPCA") is deeply honored to be able to grant to Los Angeles Animal Services (the "Grantee," and together with the ASPCA, the "parties" and each a "party") the amount of \$200,000.00 (the "Grant"). These funds are designated for the purpose set forth below and as outlined in your grant request and as further described in this agreement (this "Agreement") and, if applicable, its amendments: Fee-Waived Public and Rescue Adoptions for Cats (the "Project").

Unless otherwise noted in the payment schedule below, the ASPCA shall pay the grant to the Grantee approximately two to six weeks following receipt of the signed original contract, including all pages. By endorsing and depositing the Grant check, you represent and warrant that Grantee will meet the obligations specified in this Agreement.

Intending to be legally bound and in consideration of the Grant provided to the Grantee and the desire of the Grantee to conduct the Project, the parties hereby agree to the following terms and conditions as of the first date listed above (the "Effective Date"):

1. Grantee Requirements.

| Type | Notes | Schedule Date |
|-----------------|-------|------------------|
| Signed Contract | | August 9, 2017 |
| Final Report | | February 4, 2018 |

The Grantee shall communicate with Jill Buckley, Esq. (jill.buckley@aspcapro.org) (the “ASPCA Grant Officer”) according to the schedule and additional instructions (if applicable) to review and evaluate the use of the Grant funds. **Requirements must be submitted through your ASPCA Grants account at: https://www.grantrequest.com/SID_900?SA=AM**

An explanation of additional grant requirements you may be asked to fulfill are described in Schedule 1 and on our website at aspcapro.org/grants.

You are required to provide additional information relating to this Grant upon the ASPCA's request. Such additional information may include but is not limited to: receipts (up to three years after the Grant end date), photographs, and press information. In addition, you are required to provide access to the ASPCA upon the ASPCA's request so that the ASPCA may conduct a site visit of your location(s) during standard business hours, or at a day and time mutually agreed upon by the ASPCA and the Grantee. The ASPCA will provide you with reasonable notice of any such request unless otherwise mutually agreed upon.

You may submit requirements upon completion at any point during the grant term. Organizations that fail to submit required documentation in a timely manner may jeopardize future grants and/or grant payments. Should you need a due date extension, please forward your request, prior to the due date, to jill.buckley@aspcapro.org with the requirement type (e.g. Final Report, Financial Report, etc.), an explanation for your request (including the reason for the anticipated delay) and your preferred new due date.

2. Use of Grant Funds. The ASPCA shall pay the Grant to the Grantee according to the following schedule:

| Payment Number | Total # of Payments | Approximate Schedule Date | Amount |
|----------------|---------------------|---------------------------|-----------|
| 1 | 1 | August 4, 2017 | \$200,000 |

Please note that payment is contingent upon our receipt of the signed contract, including all pages of the Agreement and original signature on the Agreement, from you. The ASPCA will not advance Grant funds until all required documents have been received and reviewed. Please return the originally executed agreement as soon as possible in order to expedite payment.

The Project shall consist of the activities outlined in the Grant request submitted to the ASPCA (“Fee-Waived Public and Rescue Adoptions for Cats”). The Project shall also include the following:

Grant shall be used for fee-waived cat adoptions.

The Grantee agrees that it is the sole employer of all individuals who are compensated in whole or in part with Grant funds, or whose employment, fellowship or internship position arises in any way as a direct or indirect result of the Grant (each a “Funded Position”). The Grantee further

agrees that it is exclusively responsible for the classification and engagement of any contractors whose fees and/or expenses are paid in whole or in part with Grant funds (“Funded Contractor”). Accordingly, the Grantee agrees that with respect to any Funded Position and/or any Funded Contractor, the Grantee is exclusively responsible for compliance with, and will comply with, any and all applicable federal, state and local employment laws, regulations and rules, including, but not limited to, any employer obligations to: (a) timely pay all wages or other compensation due; (b) withhold and remit employment taxes; (c) administer any required discipline; (d) provide insurance coverages; (e) prohibit discrimination or harassment based on any protected characteristic; and (f) provide any required leave or accommodation. The Grantee acknowledges and agrees that the parties to this Agreement are in the relationship of Grantor and Grantee, and the use of Grant funds for Funded Positions and/or Funded Contractors does not constitute a joint venture, affiliation, or joint employment relationship of any kind.

The Grantee acknowledges and agrees that the grant shall be used exclusively for costs incurred directly in connection with the Project and as set forth in this Agreement, and that failure to do so will result in the Grantee having to return the grant to the ASPCA within ten (10) days of the ASPCA’s request to do so.

The Grantee agrees that at no time will any funds it receives from the ASPCA be used to attempt to influence the outcome of any selection, nomination, election, or appointment of any individual to any public office or office of a political organization within the meaning of Internal Revenue Code Section 527(e)(2), and shall furthermore not use any of the funds it receives from the ASPCA to participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

The Grantee hereby grants to the ASPCA a license to use the Grantee’s name and trademarks on materials directly related to the activities of the Project and/or the Grant. The Grantee Key Contact is Mr. Mark Salazar (the “Grantee Key Contact”), and the Grantee Key Contact shall communicate with Jill Buckley, Esq. (jill.buckley@aspc.org) monthly to review and evaluate the progress of the Project.

The Grantee agrees that if any grant funds are used to purchase food for a gathering of individuals, including at conferences, trainings and other events sponsored by the ASPCA, the Grantee will limit the use of ASPCA funds to purchase vegetarian, vegan, fish or welfare-certified meat products only. “Welfare-certified meat products” shall mean products that are from farms, obtained either directly or through another supplier (restaurant, retailer, etc.), that are certified by at least one of the following certification programs: (a) Animal Welfare Approved; (b) Certified Humane; and/or (c) Global Animal Partnership, Steps 2 and above. For more information about welfare-certified products or where to locate welfare-certified products, please visit <http://www.aspc.org/take-action/help-farm-animals/finding-higher-welfare-products>.

Employees, volunteers or other associates of the Grantee whose food expenses are reimbursed or otherwise paid from ASPCA grant funds, including, but not limited to beneficiaries of travel stipends and scholarships, are strongly encouraged to choose higher-welfare meat products, fish, vegan or vegetarian food.

3. Acknowledgment of ASPCA Support. In consideration of the grant, the Grantee shall publicly acknowledge that the Project was made possible through a generous grant from the ASPCA and shall reference the ASPCA in all “Project Materials.” “Project Materials” shall include, but not be limited to, all copy, script, text, graphics, photographs, video, audio, promotional and advertising materials, and all other editorial matter(s) or press releases relating to the Project. The Grantee shall submit the Project Materials for review and approval by the ASPCA Grant Officer prior to its inclusion in any materials prepared and intended to be distributed regarding the activities of the Project. No changes on the approved version of any Project Materials shall be instituted by the Grantee without the prior written approval of the ASPCA Grant Officer. The ASPCA hereby grants to the Grantee a license to use the ASPCA Trademarks on materials directly related to the activities of the Project. “ASPCA Trademarks” are: “ASPCA®”, which must always appear in PMS 422 and 021, unless used in materials that are completely black and white in nature, in which case it may appear in black; and “The American Society for the Prevention of Cruelty to Animals®”. The ASPCA has the right in its sole discretion to require the Grantee to remove all references to the ASPCA’s involvement if the ASPCA determines that the Grantee is not fulfilling its obligations under this Agreement or if for any other reason the ASPCA determines that it is no longer in the ASPCA’s best interest to be referenced in such manner.

Jpegs of the ASPCA logo are embedded below for your cut-and-paste use on your website or other collateral. Additional logos and badges can be found here: <http://aspcapro.org/badges>. Instructions regarding links to the ASPCA’s website can be found at this URL: <http://www.asPCA.org/about-us/linking-policy>.

For assistance regarding recognition of your Grant, including press releases, advisories, or general media outreach, please contact the ASPCA’s Media Department at press@asPCA.org. A suggested press release template is provided as Schedule 2 as a helpful guide. Social media tips are provided on Schedule 3.

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4. Records. The Grantee will keep accurate books and records with respect to the grant in accordance with generally accepted accounting principles and business practices. The Grantee will maintain its books and records in such a manner that the receipts and expenditures of the Grant funds will be shown separately on such books and records in any easily checked form. The Grantee will keep records of receipts and expenditures made of Grant funds as well as copies of the reports submitted to the ASPCA and supporting documentation for at least three years after completion of the use of the Grant funds, and will furnish or make available such books, records, and supporting documentation to the ASPCA for inspection at reasonable times from the time of the Grantee's acceptance of the Grant through such period.

5. Maintenance of Tax-Exempt Status. In carrying out the Project, the Grantee shall comply with all applicable federal, state and local laws and regulations. If the Grantee is a 501(c)(3) organization, the Grantee certifies that it is in good standing with the Internal Revenue Service and shall notify the ASPCA immediately of any change in, or challenge by the Internal Revenue Service to, its status as a 501(c)(3) tax-exempt organization.

6. Termination. The ASPCA may, in its sole discretion (i) withhold payment of funds until in its opinion the situation has been corrected or (ii) declare the Grant terminated in any of the following circumstances:

- (a) If, as the result of the consideration of reports and information submitted to it by the Grantee or from other sources, the ASPCA, in its sole discretion, determines that continuation of the Project is not reasonably in furtherance of the ASPCA's mission to provide effective means for the prevention of cruelty to animals throughout the United States (the "ASPCA Mission") or that the Project is not being executed in substantial compliance with the grant request (or work plan as revised) or that the Grantee is incapable of satisfactorily completing the work of the Project;
- (b) In the case of any violation by the Grantee of the terms and conditions of this Agreement;
- (c) In the event of any change in, or challenge by the Internal Revenue Service to, the Grantee's status as a 501(c)(3) tax-exempt organization if applicable; or
- (d) If it is revealed that, during the Project, the Grantee is or was involved in any activity or makes any statement disparaging of, or reflecting unfavorably upon the ASPCA, tarnishes the reputation of the ASPCA or is not in alignment with the ASPCA Mission.

If the ASPCA terminates the Grant, it shall so notify the Grantee, whereupon it, if so requested by the ASPCA, shall promptly refund and pay back to the ASPCA any unexpended balance of the Grant funds in the Grantee's hands or under its control.

Upon completion of the Project or termination of this Agreement for any reason, the ASPCA will withhold any further payments of Grant funds and the Grantee shall, at the option of the ASPCA, repay to the ASPCA any portion of the Grant funds that were not spent for the Project. All such determinations by the ASPCA under this Section 6 will be final, binding and conclusive upon the Grantee.

7. Unspent Grant Balance. If the Grantee anticipates not spending or committing to spend the full grant amount within the Grant Term, the Grantee may request an extension to allow for more time to complete the Project without requesting additional funds. To request an extension, the Grantee must provide the following 30 days prior to the grant end date or earlier: 1) a brief (2-3 sentence) explanation for why the extension is necessary, 2) any proposed changes to the Project budget line items, if applicable, and 3) a proposed new end date for the grant. The request should be emailed to the Grant Officer and grants@aspc.org.

The ASPCA, in its sole discretion, may approve the extension request and extend the grant term to a date different from the Grantee's proposed new end date. If the ASPCA declines the request for an extension, or if the Project is completed but carries a balance of unspent funds, the Grantee shall promptly refund and pay back to the ASPCA the unexpended balance.

8. Future Funding. The Grantee acknowledges that the ASPCA and its representatives have made no actual or implied promise of funding except for the amounts specified in this Agreement. If any of the Grant funds are returned or if the Grant is rescinded, the Grantee acknowledges that the ASPCA will have no further obligation to the Grantee in connection with this Grant as a result of such return or rescission.

9. Modification. No amendment or modification of this Agreement shall be valid, unless made in writing and duly executed by the parties hereto.

10. Miscellaneous. This Agreement is intended to be binding upon the Grantee and the ASPCA. This Agreement represents the final agreement between the parties with respect to the subject matter hereto, and supersedes any and all prior agreements, written or oral, between the parties with respect to the matters contained herein. This Agreement is not intended to, nor shall it be deemed to create, any partnership or joint venture between the Grantee and the ASPCA. This Agreement shall be interpreted, governed by and construed in accordance with the internal laws of the State of New York, without regard to the conflict of laws principles thereof. The parties hereto acknowledge and consent to personal jurisdiction and venue exclusively in New York, New York with respect to any action or proceeding brought in connection with this Agreement. This Agreement may be executed by the parties hereto in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which shall constitute together the same document.

If the terms and conditions of this Agreement are acceptable, please sign this Agreement and return it to us. By signing this Agreement, you represent and warrant that you are capable of binding the Grantee to the terms set forth in this Agreement.

SIGNATURE PAGE BELOW

GRANT NUMBER: 2017-0691
GRANT AMOUNT: \$200,000.00

Sincerely,
THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

Sarah Levin Goodstine
Senior Vice President of Operations

OR

Julie Morris
Senior Vice President
Community Outreach

OR

Michael Barrett
Vice President
ASPCA Grants

ACCEPTED AND AGREED:

Los Angeles Animal Services

By (signature of CEO/President/Director): Brenda F. Barnette

Name: _Brenda F. Barnette, General Manager

Title: President/CEO/Executive Director (circle one or add actual title after name)

Schedule 1: Grant Reporting Requirements

We require ASPCA grantees to fulfill a variety of requirements based on the grant size and purpose. We make every effort to minimize the reporting burden on grantees while employing best practices in all of our grants programs.

Please follow these guidelines when submitting requirements:

- Submit ALL requirements online by logging into your [ASPCA Grant Account](https://www.grantrequest.com/SID_900?SA=AM) at https://www.grantrequest.com/SID_900?SA=AM
- Please adhere to the due dates – you may submit fulfilled requirements at any point during the grant term. Should you need extra time to submit any particular requirement, please contact the ASPCA Contact on your award letter prior to the due date with 1) a request for a due date extension, 2) the preferred due date and 3) an explanation for the request.

Grantees will be asked to submit some or all of the following requirements:

- **Acknowledgement of Award Letter** – all grant awards in the amount of \$5,000 or less must be acknowledged online as your official indication that you intend to use the funds as instructed in the grant agreement.
- **Final Report** – indication of results/outcomes and an analysis of your project plus an estimation or exact indication, if measurable, of the number of animals impacted by the grant. Narrative text entry and/or upload.
- **Financial Report/Receipts** – a comprehensive list of expenditures for which grant money had been used (typically best submitted in a spreadsheet). Financial Reports for projects that produce accurate, easily measurable outputs, such as targeted spay/neuter programs, should identify the cost per animal as part of a detailed report on the project. Receipts and/or invoices should be uploaded when appropriate.. Narrative text entry and/or upload.
- **Photos** – Generally, we ask for photos that show pictorial evidence of the intended use of funds; we may also ask for photos associated with human interest stories for promotional purposes. Narrative text entry for captions plus uploads.
- **Press Information** – links to or uploads of press releases, clips or links showing recognition of the ASPCA's grant for your project. You can also include stories, anecdotes, quotes, and social media posts that could be used for promotional purposes including human interest stories with accompanying photos. Narrative text entry and/or upload.
- **Progress Report** – an interim report designed to inform your grant officer on the status of the project. Narrative text entry and/or upload.
- **Signed Amendment** – occasionally the purpose or amount of a grant will change during the grant term. In some cases, this will require a signed amendment to the contract.
- **Signed Contract** – payments of all grant awards that exceed \$5,000 are contingent upon your submission of two signed contracts mailed to ASPCA, Attn: Grants Department, 520 8th Avenue, 7th Floor, New York, NY 10018.
- **Site Visit** – indicates that a grant officer wishes to make a physical site visit of your facility during the grant term, sometimes as a condition of payment or to provide your organization with additional non-cash outreach and resources.

Schedule 2: Press Release Template (Optional)

Your Organization's Logo Here

[DATE]

Media Contact: [NAME]
[PHONE] / [EMAIL]

Headline

Subheader

[City], [State]—The [Organization] today announced (general information about the initiative/program/event/grant)

“Compelling opening statement about a problem,” said Spokesperson, title. “Quote that includes more information about how the funding will assist in impacting animals.” (Example: “Many families have sadly had to part with their pets in recent years as a result of the economic downturn,” observes Jane Doe, director of shelter operations. “These funds will help expand our safety net program in order to keep more families together.”)

Optional quote from the ASPCA (must contact ASPCA Media Department press@aspca.org)

Paragraph with detailed information about initiative/program/event/grant.

For more information, please visit [website].

About [Organization]

History and background of your organization.

###

Schedule 3: Social Media Tip Sheet for Grantees

Why Use Social Media?

Using social media tools such as Facebook, Twitter, YouTube, and blogs to spread the word about your organization and the great work it does can be a powerful and cost-effective strategy for capturing the attention of potential and existing adopters and donors. If you aren't already using social media, here are three of the most compelling reasons to do so:

- **The potential reach of social media is immense.** In contrast to more conventional publicity vehicles, such as printed advertisements, nearly everyone has equal access to your message, and your audiences can easily and immediately share that message with their audiences, helping it go exponentially farther. Social media tools make it easier to see who you're reaching and easier to interact with your constituents, and thereby build and strengthen connections with them.
- **Social media tools are free.** There is no cost to sign up for accounts on Facebook, Twitter, YouTube, or blogging sites such as WordPress or Blogger, which eliminates barriers to entry for cash-conscious organizations. Social-media-savvy volunteers can provide *pro bono* assistance in promoting your organization's work with these tools.
- **Brevity is a virtue.** In the social media realm, lengthy appeals can be counterproductive – usually a few words or lines, a brief story, a photo, or a video can be ideal for generating substantial interest in your efforts. There's no need to use every available social media platform – choose only the one(s) that best fit your organization's communication style.

ASPCA Grant Publicity Guidelines

Social media tools make it easy to share news about your ASPCA grant and the project it is supporting! Updates on your successes that engage readers, along with clear and colorful photos and videos that showcase those successes, will help your group to attract more followers. We encourage you to publicize your funded project – and if you do, please loop in your grant officer to let him/her know!

Connect with us...



...on **Twitter** at **@aspcapro** and **@aspcapro**

Using the **#aspcagrants** hashtag to share news of your ASPCA grant and its impact makes it easy for adopters and donors across the Twittersphere to catch wind of your success, whether or not they're already followers.



...on **Facebook** at **facebook.com/aspcapro** and **facebook.com/ASPCAPro**

Becoming a “fan” of ours and creating a “fan” page of your own makes it easy for the ASPCA, other organizations, and the general public to learn about your organization and the great work you do, and to share your success with others. We hope you'll “like” us!



...on **YouTube** at **youtube.com/ASPCA** and **youtube.com/ASPCAPro**

Many smartphones make it easy to shoot and upload videos to YouTube, which provides a powerful platform for your audiences to literally see your work in action. Subscribe to the ASPCA's channel and see how other animal welfare organizations are using YouTube to bring their efforts to life.

Resources

- **ASPCAPro Resource Library** (<http://www.aspcapro.org/resource-library>) – This repository of articles, tip sheets, and webinars has been developed specifically to serve the needs of our grantees.
- **The Social Animal** (<http://www.thesocialanimal.com/>) – A blog focused on helping animal welfare advocates use social media tools to accomplish their mission more effectively.
- **Beth Kanter's Blog** (<http://www.bethkanter.org/>) – A blog focused on helping nonprofits use social media and other digital tools to achieve social change.

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ERIC GARCETTI
MAYOR

**DEPARTMENT OF
ANIMAL SERVICES**
221 North Figueroa Street
Suite #800
Los Angeles, CA 90012

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BRENDA F. BARNETTE
GENERAL MANAGER

DANA H. BROWN
ASSISTANT GENERAL MANAGER

LOUIS P. DEDEAUX
INTERIM ASSISTANT GENERAL MANAGER

Report to the Board of Animal Services Commissioners

Brenda Barnette, General Manager

MEETING DATE: August 22, 2017

PREPARED BY: Dana Brown

REPORT DATE: August 17, 2017

TITLE: Assistant General Manager

SUBJECT: BEQUEST FROM LEDA G. GELLER TRUST

BOARD ACTIONS RECOMMENDED:

1. ACCEPT the bequest of \$68,000.00 from the Leda G. Geller Trust on behalf of the Los Angeles Animal Services;
2. APPROVE acceptance of any residual funds up to \$10,000.00 to be distributed in 2018;
3. APPROVE the deposit of the above-mentioned funds into the Animal Welfare Trust Fund;
4. APPROVE the disbursement of these funds in accordance with the provisions of the Animal Welfare Trust Fund;
5. FORWARD the acceptance of this bequest to the Mayor and City Council for approval.

SUMMARY:

The Los Angeles Administrative Code, Section 5.200.1 (Receipt of Property) states that any gift or bequest to be used by the Department that exceeds \$25,000 must be accepted by the Mayor and City Council.

In August 2017, the Department received the attached distribution letter from the Law Offices of Larwill and Wolfe identifying a \$68,000.00 disbursement to Los Angeles Animal Services from the Leda G. Geller Trust. The letter further indicated that approximately \$10,000.00 would be left in the Trust bank account which would be held until the beginning of next year (2018) to cover any additional expenses with any unused residual balance being distributed to the

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Report to the Board of Animal Services Commissioners
SUBJECT: BEQUEST FROM LEDA G. GELLER TRUST

Department next year. Pending approval by the Board, the Mayor, and the City Council, all funds received will be deposited into the Animal Welfare Trust Fund (Fund 859).

FISCAL IMPACT:

There will be no financial impact on the Department's budgeted funds. This bequest will be deposited into the Department's Animal Welfare Trust Fund and used to support Department programs in accordance with the provisions of the Fund.

APPROVED:

Brenda F. Barnette

Brenda F. Barnette, General Manager

Attachment

BOARD ACTION:

_____ Passed

_____ Tabled

_____ Disapproved

_____ New Date

_____ Passed with noted modifications

MAUREEN F. BINDER

LAW OFFICES

LARWILL AND WOLFE

1631 BEVERLY BOULEVARD
LOS ANGELES, CALIFORNIA 90026-5710
Telephone (213) 481-7377
Facsimile (213) 482-8250

GEORGE R. LARWILL
(1967)

CHARLES W. WOLFE
(2003)

August 1, 2017

Los Angeles Dept. of Animal Services
221 North Figueroa Street, Suite 600
Los Angeles, CA 90012

Re: Leda G. Geller Trust

Dear Beneficiary:

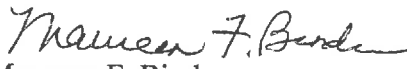
Enclosed is a check for \$68,000.00 as your portion of the distribution at this time. This will leave approximately \$10,000.00 in the Trust bank account which will be held until the beginning of next year to cover any additional expenses including any necessary income tax returns to be filed for 2017. Any unused residual balance shall be distributed to you next year.

A Receipt for said distribution is enclosed for your signature. Please use the self-addressed, stamped envelope to return same after signing.

An Accounting of the assets is enclosed for your records.

Very truly yours,

LARWILL AND WOLFE


Maureen F. Binder

MFB:esc

Enclosures

1 MAUREEN F. BINDER SB# 69550
2 LARWILL AND WOLFE
3 1631 Beverly Boulevard
4 Los Angeles, California 90026-5746

5 Telephone: (213) 481-7377
6 Facsimile: (213) 482-8250

7 Attorneys for MAUREEN F. BINDER, Trustee

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES

10
11 In the Matter of the Trust of

12 LEDA G. GELLER,

13 Decedent.
14 _____

RECEIPT OF LOS ANGELES
DEPARTMENT OF ANIMAL SERVICES

15
16 The undersigned acknowledges receipt of the amount of Sixty-Eight Thousand Dollars
17 (\$68,000.00) as distribution from the LEDA G. GELLER TRUST.

18 DATED: _____, 2017.

19 LOS ANGELES DEPARTMENT OF ANIMAL
20 SERVICES

21 By _____
22
23
24
25
26
27
28

Receipt

**BOARD OF
ANIMAL SERVICES
COMMISSIONERS**

LARRY GROSS
PRESIDENT

OLIVIA E. GARCIA
VICE PRESIDENT

COMMISSIONERS

LAYNE DICKER

ALISA FINSTEN

ROGER WOLFSON

City of Los Angeles
CALIFORNIA



ERIC GARCETTI
MAYOR

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

(888) 452-7381
FAX (213) 482-9511

BRENDA F. BARNETTE
GENERAL MANAGER

DANA H. BROWN
ASSISTANT GENERAL MANAGER

LOUIS P. DEDEAUX
ASSISTANT GENERAL MANAGER

Report to the Board of Animal Services Commissioners

MEETING DATE: August 22, 2017

PREPARED BY: John Forland

REPORT DATE: August 18, 2017

TITLE: Sr. Management Analyst II

**SUBJECT: REQUEST FOR PROPOSALS TO OPERATE WEST VALLEY SHELTER
SPAY/NEUTER CLINIC**

BOARD ACTIONS RECOMMENDED:

1. AUTHORIZE the General Manager to release a Request for Proposals (RFP), substantially in the form attached, for the operation of the spay/neuter clinic at the West Valley shelter, subject to approval of the City Attorney as to form and legality.
2. DIRECT the General Manager to report back to the Board with the recommended proposer(s) and a draft agreement for three years with three one-year renewal options.

BACKGROUND

Animal shelters funded through the Prop F Fire and Animal Facilities Bond were all designed with a separate vet clinic within each facility (except North Central) to provide spay/neuter surgeries for adopted shelter animals and offer general veterinary services to the public. The intent was to contract with a private veterinarian to operate the clinic making adoptions easier and friendlier and providing a single location for animal care and adoption services.

The new West Valley shelter opened in 2005, but the spay/neuter clinic space did not become available until earlier this year. The space has been used by our Department veterinary staff, but earlier this year construction was completed on the area of the shelter for our medical staff so they moved into that area making the spay/neuter clinic space available. This is the first time an RFP is being issued to seek a veterinarian to operate the spay/neuter clinic at our West Valley shelter. The Department has existing agreements with veterinarians for the clinics at the South LA, Harbor, West LA, and East Valley shelters.

The Department requires that all dogs and cats adopted from our shelters be spayed or neutered, with certain specific exceptions. To accomplish this, the Department contracts with private veterinarians to spay or neuter animals at our shelters that are being adopted. These veterinarians are paid from the Department's Animal Sterilization Fund. There are benefits to a fully functioning spay/neuter clinic at each shelter. The location of a spay/neuter clinic in a shelter:

- Reduces the City's transportation and staffing costs
- Reduces the administrative costs of processing payments
- Allows adopters to pick up their pets from the same shelters from which the animals are adopted
- Promotes responsible pet ownership by making it easier to sterilize animals, and
- Avoids the strain of sending soon-to-be-adopted animals to a remote location and requiring new owners to drive to that location to pick up their new family pets

While the Department employs several veterinarians and veterinary technicians who treat and care for all animals entering shelters and under our control, current workloads preclude City staff from performing all the spay/neuter surgeries that are needed for adoptions and to comply with the law. As the Department transitions into "no-kill," a long-term contract will ensure residents will continue to receive necessary veterinary services by going to our shelters.

SIGNIFICANT TERMS AND CONDITIONS:

Term

The initial term of the agreement shall be for three (3) years, with a renewal option of up to three (3) additional years, exercisable at the City's sole discretion.

Standard Terms and Conditions

The Contractor will be required to comply with all of the City's Standard Terms and Conditions. (All Proposers are required to submit proposals online using the City's Business Assistance Virtual Network (BAVN) to ensure fairness, transparency, and compliance with laws.)

Permits and Licenses

The Contractor will be required to obtain, at its sole expense, all necessary insurance, permits and licenses to operate the clinic.

Days and Hours of Operation

The Contractor shall provide spay and neuter services, at minimum, five days per week, preferably seven days per week.

Prices of Services

Spay/neuter payments may not exceed fees approved by the Board of Animal Services Commissioners. Prices to be charged by the Contractor to operate the shelter clinic reflect Board-approved pricing less the discount offered by the Contractor. The discounted fees paid for these services shall be considered adequate compensation for the use of a City facility.

Equipment

The Department will not provide any equipment to the Contractor; the Contractor will be required to purchase and maintain all equipment and medical supplies necessary to provide required services.

Report to the Board of Animal Services Commissioners
SUBJECT: RFP to Operate West Valley Spay/Neuter Clinic

Cost of Operations

The cost of staffing, maintaining and performing related services under the Agreement shall be the sole responsibility of the Contractor. No charges shall be paid by the Department beyond those stated in the Agreement.

Quality Assurance

The Department will evaluate the Contractor's performance by using such procedures as may be necessary to ascertain compliance with the Agreement including, but not limited to, audits, WOOFSTAT reports, on-site inspections and written reports. The Contractor shall be required to immediately correct deficiencies found. Budget allocations established for a clinic may be reduced if a contractor fails to perform and meet spay/neuter production goals, and may be used by another contractor to achieve these spay/neuter goals.

Improvements

The clinic property is managed by GSD. Each agreement contains a facility lease approved and signed by GSD. No improvements to the premises shall be made without prior written approval of the Department and General Services.

Utilities

The City shall provide electricity, water, heating and air conditioning, and maintain the delivery systems thereof. The Contractor will be responsible for all additional utilities, including telephone service and data.

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, General Manager

Attachments:

Draft West Valley Spay-Neuter Clinic Agreement
Draft West 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

REQUEST FOR PROPOSALS

To Operate the Department of Animal Services'

Spay/ Neuter Clinic

At the West Valley Animal Shelter:

| | |
|-------------------------------|-----------------------------|
| RFP Release Date | September 5, 2017 |
| BIP Outreach Deadline | October 24, 2017 |
| Deadline to Submit Proposals: | November 21, 2017 4:00 p.m. |
| BIP Summary Sheet Deadline: | November 22, 2017 |

Attention: John Forland
Department of Animal Services
221 North Figueroa Street, Suite 600
Los Angeles, California 90012

RFP and Contract Administrator: John Forland
Phone: (213) 482-9554
Fax: (213) 482-9511
john.forland@lacity.org

TABLE OF CONTENTS

| | | |
|-------|---|----|
| I. | INTRODUCTION | 3 |
| II. | ABOUT THE DEPARTMENT OF ANIMAL SERVICES... Error! Bookmark not defined. | |
| III. | DEPARTMENT EVENTS | 6 |
| IV. | PERSONAL SERVICES AGREEMENT | 7 |
| V. | REQUIREMENTS FOR SUBMITTING A PROPOSAL | 7 |
| VI. | CONTENTS OF SUBMITTED PROPOSALS | 9 |
| VII. | ADDITIONAL REQUIREMENTS OF SELECTED CONTRACTOR | 14 |
| VIII. | REVIEW, EVALUATION, AND AWARD | 15 |

I. INTRODUCTION

The City of Los Angeles (“City”) through its Department of Animal Services (“Department”), is releasing this Request for Proposals (“RFP”) to seek a qualified veterinary medical clinic operator to operate the Department’s spay/neuter clinic at the West Valley Animal Shelter, 20655 Plummer Street, Chatsworth, CA 91311. The operator will primarily provide high-volume spay and neuter services for Shelter dogs, cats and rabbits. Services will also be rendered to the public who may bring their pets for sterilization and related veterinary medical assistance. The operator will also implant microchips in all dogs, cats, and rabbits without microchips adopted from the Shelter.

The clinic is located in the West Valley Animal Shelter. In addition to the appropriate licenses, the Clinic operator will need only bring their equipment, materials, supplies, medicines and controlled substances, and staff to begin operations as a self-contained, fully-equipped spay/neuter clinic. The floor plan for the clinic is attached to this RFP as Attachment A.

Personal Services Agreement

The clinic will be operated pursuant to a Personal Services Agreement with the City of Los Angeles. As per Section 371 of the City Charter, such agreements are entered into through a competitive bidding process. To be considered, interested parties must respond to this RFP according to the instructions and guidelines stated herein. Additional information about the Personal Services Agreement is available in Section IV of this RFP.

Minimum Qualifications and Experience Required

The Contractor must have a valid California-licensed veterinarian with at least five years of recent experience in high-volume spay/neuter clinics on staff, or have a contract, partnership or similar relationship with a California-licensed veterinarian with at least five years of recent experience in high-volume spay/neuter clinics. Additional information about qualifications and experience is available in Section VI & VIII of this RFP.

Term and Award of Contract

The Department intends to award a three-year contract (with possible two, one-year extensions) to the person or entity who demonstrates it is the most qualified to provide the required services, at the best overall value to the City. The Contract will be subject to review by the City Attorney and the Mayor’s Office, and subject to approval by the Board of Animal Services Commissioners and the City Council prior to Contract execution and start of services. Additional information about the evaluation and award process can be found in Section VII of this RFP.

Scope of Services

Contractors will be expected to provide high-volume spay and neuter services, along with other veterinary medical services enumerated in the draft personal services contract which, along with its exhibits, is attached as Attachment B.

Estimated Value of Contract

Payments to the contractor are expected to be up to, but shall not exceed, \$500,000 per year.

The Department expects that a minimum of 6,000 animals will be sterilized during each year of clinic operation once capacity is reached. This total shall include both animals provided by the Shelter and animals provided by the public. **No guarantee is given or implied as to the total amount to be paid to the contractor during the term of the agreement. Conversely, additional funding may be available to fund additional surgeries.** The Department recognizes that its subsidy may only fund a portion of the total cost to operate the clinic; it is the Contractor's responsibility to identify other sources of revenues or funding in order to recover the cost of operating the clinic. For example, Contractors who offer additional services to the public may generate additional revenues; operators may also seek funding from private sources (donations, grants, etc.).

Definitions

The following terms used in this RFP shall be construed as follows:

- "Board" means the Board of Animal Services Commissioners.
- "City" means the City of Los Angeles, acting by and through the Department of Animal Services.
- "Clinic" means the spay/neuter clinic to be operated by a Contractor awarded an agreement pursuant to this RFP.
- "Contract" is synonymous with "Agreement" or "Personnel Services Agreement" and means the agreement executed as a result of this RFP.
- "Contractor" means the veterinarian, individual, foundation, partnership, corporation, or other entity to which an agreement is awarded.
- "Department" means the Department of Animal Services.
- "GSD" means the City of Los Angeles Department of General Services
- "Proposer" means any veterinarian, individual, foundation, partnership, corporation, or other entity who submits a proposal in response to this RFP.
- "RFP" means Request for Proposals.

II. ABOUT THE DEPARTMENT OF ANIMAL SERVICES

Mission and Goals:

Our Mission

The Department's mission is to promote and protect the health, safety, and welfare of animals and people in the City of Los Angeles.

Our Vision

We envision the day when every pet born is ensured a good home and care all its

natural life, and no person is ever endangered by an animal.

Our Values

We value each employee, volunteer and partner contributing to the professional delivery of excellent customer service and the humane treatment of animals, in an atmosphere of open, honest communication, predicated on our respect for and trust in each other. Our values depict the highest standards of:

Respect - We pledge to treat each person thoughtfully, politely and kindly regardless of rank or relationship

Trust – We strive to conduct ourselves in an honest, ethical, professional and respectful manner in everything we think, do and say, inspiring confidence in our abilities and our honesty.

Open and Honest Communication – We commit to complete transparency in all forms of communication and to carefully listen to the communications of one another.

Customer Service – We pledge to provide our best services to every customer, whether an internal or an external customer, every time.

Humane Treatment – At all times and in all places, we vow to care compassionately, advocate actively and work tirelessly to insure the best possible environment for all animals.

Our Service Theme

Creating a humane LA. We empower our communities to make humane choices.

Services at the Animal Shelters

The Department offers a wide range of programs and services, including pet adoption, licensing, low-cost spay/neuter services, microchipping, foster programs, volunteer programs, permits, prevention of animal cruelty, and community outreach programs, among others. Most of our services and programs are offered through our Animal shelters located throughout Los Angeles. At the shelters, staff receive stray or turned-in animals, and after an initial check-up, hold the animals for the legally required period of time before placing them up for adoption. The centers' veterinary staff looks after the health of the center's animals and treats those needing special care. Animal Control Officers respond to public calls and pick up stray and injured animals and wildlife, or animals that may be in danger due to inhumane treatment. Volunteers and staff work together to help pet owners find their missing companions, or to find new animal companions.

New and Expanded Animal Shelters

With the passage of the City's Proposition F, the Fire and Animal Facilities Bond, Los Angeles voters signaled their support for new, expanded, and modern facilities for animal care and human interaction. Seven new or expanded facilities provide community-oriented animal care, a safe environment for animals in the Department's care, and establish community relationships to enhance responsible pet ownership and to increase the number of pets reclaimed by owners or adopted to new homes.

Each new or expanded center features comfortable and safely designed public areas and state-of-the-art veterinary care, examination, and observation spaces. All include a major expansion of dog kennel space and large kitchens for preparing animal meals. They feature “get-acquainted” rooms for cats and outdoor yards for the adopter to get to know dogs and other animals. New spay/neuter clinics are included in five of the facilities. The new outdoor kennels keep animals comfortable with radiant heating built into the concrete kennels for winter, and misting systems for hot days, while human visitors will enjoy the garden settings of the kennel areas. Large community rooms will be used for everything from staff training to community events. The West Valley expansion project was completed on September 10, 2015 and increased the number of kennels from 60 to 165.

Additional information is available online at: www.laanimalservices.com .

III. DEPARTMENT EVENTS

The Contractor’s workload may increase in the days before or after the Department’s various adoption events; the Contractor will be expected to make a reasonable effort to accommodate increased workloads and sterilize all shelter animals received. Following is a sampling of some of the pet-adoption events held by the Department:

- Pet Adoption Weekends: Various adoptions events can occur monthly at one or more Shelter locations organized by the Department with discounts/promotions geared to attract and increase people visiting Animal Shelters.
- Mobile Pet Adoptions
Each month, the Department organizes Mobile Pet Adoptions, typically one-day events held on a Saturday or Sunday, and held in a variety of locations in Los Angeles. Usually about 30 to 40 animals are adopted at these events, and hundreds of people are provided with information and messages about animal issues, including spay/neuter information.
- Pet Fairs
The Department holds pet fairs throughout the year, typically held in lower-income neighborhoods, at which free rabies vaccinations are given...
- Super Adoption Events
Super Adoption events are held a few times a year, and are high profile events that are held through partnerships between the Department and rescue organizations. These all-day and multi-day events attract thousands of current and potential pet owners.

IV. PERSONAL SERVICES AGREEMENT

The Board of Animal Services Commissioners will award the contract for the Department, subject to review and approval by the City Attorney, the Mayor's Office, and the City Council. Services shall only begin upon full execution of the agreement by all parties and after attestation by the City Clerk.

The proposed Personal Services Agreement is attached as Attachment B and will be the Agreement, substantially in the form as attached, to operate the Clinic. Portions of the top-ranked proposal may be incorporated into and made part of the final executed Agreement. Attached to the Agreement are the License to Use the Premises of Spay and Neuter Clinic (Exhibit A of the Agreement) and the City's Standard Provisions for City Contracts (Rev. 03/09; Exhibit B of the Agreement).

V. REQUIREMENTS FOR SUBMITTING A PROPOSAL

A. Deadline for Submission

To be considered, proposals, (with required documents attached), must be received on or before **November 21 2017, 4:00 p.m. Pacific Standard Time**, at the address listed below.

B. Where to Submit your Proposal

Submit your proposal in a sealed envelope or box labeled "Proposal to Operate the Spay/ Neuter Clinic at the West Valley Animal Shelter." Indicate your name and address on the outside and deliver to:

Attention: John Forland
Department of Animal Services
221 North Figueroa Street, Suite 600
Los Angeles, California 90012

Signed electronic documents may be submitted to:

John.forland@lacity.org and copy corey.blake@lacity.org, and kay.ha@lacity.org

If the Proposer wished to limit the use of confidential financial information (per the Note in Section VI. B. of this RFP), the Proposer may provide two separate electronic copies identifying one as "Original" that contains all financial information, and the other as "Copy" that excludes the confidential information. After submission, the Proposer may be required to provide original printed copies of some of the documents electronically submitted as part of the proposal.

C. Number of Copies

Printed: Please provide one (1) original, five (5) photocopies with all respective documents plainly identified. An electronic copy submitted on a CD or flash drive is optional and can substitute for the required printed photocopy submissions.

D. Administrative Requirements for Submittal

All proposals must adhere to the following:

1. Acknowledgment of Terms and Conditions: A proposal submitted in response to this RFP shall constitute acknowledgment and acceptance of all terms and conditions set forth herein. Failure of the successful proposer to accept these obligations may result in cancellation of the Contract award.
2. Format of Proposals: Proposals must be typewritten, in English, and should be prepared simply and economically, avoiding the use of unnecessary promotional materials.
3. The RFP and the selected proposal, or any part thereof, may be incorporated into and made a part of the Contract. The City reserves the right to further negotiate the terms and conditions of the Contract with the selected Contractor.
4. The City reserves the right to withdraw this RFP at any time, to reject any and all proposals, to choose not to award a Contract, and to waive any informality in the process when to do so is in the best interest of the City.
5. A proposer may withdraw a submitted proposal in writing at any time prior to the specified due date and time. Faxed withdrawals will be accepted. A written request to withdraw, signed by an authorized representative of the proposer, must be submitted to the Department at the address specified herein for submittal of proposals. After withdrawing a previously submitted proposal, the proposer may submit another proposal at any time up to the specified submission deadline. All proposals submitted and not withdrawn prior to the end of the submission deadline may not be withdrawn after the submission deadline for a period of ninety (90) days following the deadline for submission of proposals specified in this RFP.
6. Timeliness of Proposals: Allow adequate mail delivery time to ensure timely receipt of the proposals. Late proposals will not be considered for review. The City reserves the right to determine the timeliness of all proposals submitted. At the day and time appointed, all timely-submitted proposals will be opened and the name of the proposer(s) announced. No other information about the proposals will be made public until after a recommendation for award is made to the Board.
7. Deadline Extension: The City reserves the right to extend the deadline for submission should such action be in the best interest of the City. In the event the deadline is extended, proposers will have the right to revise their proposals.

Proposals may be withdrawn personally, by written or email request, prior to the scheduled closing time for receipt of proposals.

8. All proposals submitted in response to this RFP become the property of the City.
9. Prohibition of Communication During Evaluation Period: After the submittal of proposals and continuing until a Contract has been awarded, all City personnel involved in the RFP will be specifically directed against holding any meetings, conferences, or technical discussions with any proposer except as provided in the RFP. Questions regarding this RFP should be directed only to the RFP/Contract Administrator indicated on the cover. Failure to comply with this requirement may terminate further consideration of that proposal. This prohibition does not prevent the proposer from communicating with Department staff on non-RFP-related matters or at Board of Animal Services Commission meetings.
10. Cost of Preparation: All costs of proposal preparation shall be borne by the proposer. The City shall not, in any event, be liable for any expenses incurred by the proposer in the preparation and/or submission of the proposal.
11. Questions: For questions regarding this RFP, contact John Forland at (213) 482-9554, or via email at john.forland@lacity.org.

VI. CONTENTS OF SUBMITTED PROPOSALS

ALL information requested must be included in your submitted proposal. The proposal must include:

- A cover letter
- Evidence of financial capability
- Description of your qualifications and experience
- Proposed services
- A business plan which includes:
 - An environmental operation statement
 - A financial plan
 - A functional element supporting Mayor Garcetti's pLAN for sustainability. <http://plan.lamayor.org/>
- Proposed compensation to the City
- Proposer Check List
- Proposer Background Information Page and References
- Additional information, if any
- Completed administrative requirements forms.

For each of the above sections of your proposal, provide, at a minimum:

A. Cover Letter

Include a cover letter from, and signed by, an authorized representative of the firm indicating intent in providing the requested services. The cover letter must provide complete contact information of the person or persons authorized to speak on the proposer's behalf regarding the proposal. Include the name and title of this person, mailing address, telephone, fax, and email addresses.

B. Financial Capability

The number one (1) priority of this contract is to sterilize Department's animals at the same shelter location where the animal were adopted so the adopter(s) may conveniently pick up the animal(s) after surgery. As such, projected revenues may not be the best determining factor of a proposer's demonstrated financial capability. The proposer is directed to look at other sources of funds to demonstrate sufficient financial capital and capacity to cash flow the operation during the initial startup period and through the entire term of the Contract. The proposer is directed to provide documentation of internal and external funding sources such as copies of bank statements, partnerships, contributors and donors, letters of credit, letters of intent to fund, etc. The proposer should also factor in the cost of equipping the clinic, providing adequate administrative and medical staffing, and providing required bonds.

(**Note:** You do not need to submit multiple copies of documentation to demonstrate financial capability. You must include this in your original submittal, but may omit in the copies of your proposal. Material that is considered confidential should be kept together and clearly marked confidential.)

C. Qualifications and Experience

Contractor must have a veterinarian licensed by the California Veterinary Medical Board, and all other necessary staff, such as veterinary technicians, etc, will be required to maintain current licenses from the Board of Consumer Affairs, the Drug Enforcement Administration (DEA), and any other regulatory agencies requiring licensure. Include in your proposal:

- A detailed description of the veterinarian's qualifications and credentials, as well as the qualifications and credentials of key staff.
- Copies of licenses currently held
- The proposer must submit a minimum of three (3) professional references whose relationship has occurred within the past five (5) years and a minimum of one (1) bank reference whose banking services have been provided for or used by the proposer within the last three (3) years. Include the following for each reference:

| PROFESSIONAL REFERENCES | BANK REFERENCES |
|----------------------------------|--------------------------------|
| Company Name | Company Name |
| Name of Contact | Name of Contact |
| Title of Contact | Title of Contact |
| Telephone Number | Telephone Number |
| Dates and Nature of Relationship | Dates of Banking Services Used |

The City may, at its option, contact other known proposer's business partners for references.

- Include resumes of key staff

Proposer must have at least five years of recent experience; or have on staff a California-licensed veterinarian with at least five years of recent experience in high volume (average of 30 surgeries per day or more) spay and neuter clinics.

Describe your experience in operating a spay/neuter veterinary clinic:

- How many clinics have you operated? How many years in each?
- Describe the medical services provided (surgeries, procedures, etc.)
- Describe the volume of services (number of surgeries, types of animals, etc.)
- Describe experience in performing prepubescent sterilizations on dogs and cats

D. Services to be Provided

In addition to required spay/neuter services provided to the shelter, indicate which of the optional services listed in the attached Agreement you will provide, if any. Include:

- List of services
- Price of each service
- Any additional services

For all services to be provided, indicate:

- Target volume of work
- How you expect to meet that target

E. Business Plan, Environmental Operations, and Financial Planning

Submit a proposed operation plan. This must reflect an understanding of the overall goals of the Department and should demonstrate an interest in assisting with the Departments' goals to promote and protect the health, safety and welfare of animals and people in Los Angeles, including achievement of a permanent "No-Kill" policy.

The plan should include:

- Number of staff, and categories of each (veterinary, vet technician, clerical, etc.) and days/hours per week for each staff member.
- Description of equipment to be used (indicate whether new, used, etc)
- A plan to track surgeries and other services; describe any software to be used for such tracking
- A plan to sell dog licenses (\$2 reimbursements to Contractor for each sale)
- Facility maintenance plans and procedures
- Methods of accounting

- Advertising and Community outreach plans
- Customer service:
 - Proposed hours and days of operation
 - Added-value services

Indicate your operations are environmentally friendly.

The Department strives to operate in an environmentally responsible manner by also reducing use of water, fuel, and electricity, by utilizing energy-efficient and consumption-reducing electronics, and by purchasing sustainable and/or recyclable products made in part or in whole from post-consumer waste. The Department also encourages our private business partners to engage in these same practices as well.

- Are your operations environmentally sustainable? How?
- Which equipment items of the proposed operation plan are produced in an environmentally sustainable way or are from recycled/recyclable materials? Which electronic equipment items of the proposed operation plan are certified as environmentally energy efficient (EG; Energy Star, epeat, etc.)?
- Are there any changes planned that will increase your efforts of sustainable and environmental operations?

Indicate your financial planning:

- What is your annual operating budget?
 - Indicate start-up costs
 - Indicate total expenses
- Other than the Department subsidy, what are your sources of revenue?
 - List any anticipated sale revenue items
 - List any anticipated grants, donations, or private revenue sources
 - Describe any plans for securing additional funding
- A projected financial statement, preferably in the form of a spreadsheet, for the operation of the proposed business for three years, showing projected operating expenses and projected revenues. You may indicate categories of services in your projected revenues, as well as categories of projected expenses (e.g. salaries, supplies, fees and insurance, etc.). You do not need to disclose proprietary or confidential information, but you should demonstrate realistic expectations of revenues and all expenses, and show that you are able to plan a financially viable operation. NOTE: Please indicate those sections of your proposal which you consider proprietary or confidential (see the Disposition of Proposals in the Administrative Requirements and Forms Document, attached)

F. Compensation

City shall pay Contractor for each spay/neuter surgeries for dogs, cats, and rabbits (males and females) from the shelter and those brought in by the public in connection with any of the Department's various sterilization programs, according to the Board-approved fee schedule indicated in the attached Agreement. Of this payment, Contractor shall reimburse Department a percentage discount each month

following receipt of the payment. Indicate your proposed discount percentage: ____%.

Additionally, Contractor shall pay the Department a percentage of gross revenues for all other services provided under the Agreement. Indicate your proposed percentage: ____ %.

The Department's proposed annual budget for this contract is \$500,000 and the Department expects a minimum of 6,000 spay and neuter surgeries to be performed for this amount. Indicate what percentage of your annual revenue would be comprised of this contract amount: ____%.

G. Additional Information (if any)

Provide any additional information which you feel will further demonstrate your ability to meet or exceed the requirements listed in this RFP. Any additional information may address:

- Your firm's qualifications and experience
- Proposed methods of providing services
- Community-specific services
- Additional services which are available in addition to those listed in the Agreement (additional methods of accomplishing the Department's goals)
- Bilingual capabilities
- Proper licenses including veterinarian and DEA licenses and permits necessary to operate a spay/neuter clinic.
- Explanations of any disciplinary actions, suspensions of license, claims, etc., if any
- Any other information which further demonstrates your firm's ability to achieve the Department's goals

If no additional information is to be provided, then state "*No additional information to provide*" in response to this subsection.

H. Administrative Requirements and Forms

All bidders and proposers seeking to enter into contracts with the City of Los Angeles are required to comply with the City's contracting requirements. These include, but are not limited to:

- Business Inclusion Program
- Affirmative Action
- Equal Benefits Ordinance
- First Source Hiring
- Non-discrimination/EEO
- Slavery Disclosure
- A functional element supporting Mayor Garcetti's pLAN for sustainability. <http://plan.lamayor.org/>

Further information on City contract procedures, required documents, and completion and submission requirements will be found online at the City of Los

Angeles Business Assistance Virtual Network (BAVN) at: <http://www.labavn.org/>. The Department reserves the right during the evaluation to request additional information and/or clarification regarding documents submitted in the proposal.

I. Proposer Checklist (Attachment C)

The Proposer Checklist should be used by the Proposer to ensure that all required documents are included in the response. It will also be used by the Department to verify that all required documents are received when the proposals are submitted. The check list is created by the Department and lists all of the documents that must be completed and returned for the RFP to be deemed responsive. The list should also be initialed by the Proposer and submitted as part of the proposal.

J. Proposer Background Information Page

The background information sheet is a required document.

| |
|---|
| Proposer's Contact Name: |
| Contact Title: |
| Mailing Address: |
| |
| Location of Business (if different from mailing address): |
| |
| |
| Telephone Number: |
| Fax Number: |
| Email Address: |
| BTRC Number: |

VII. ADDITIONAL REQUIREMENTS OF SELECTED CONTRACTOR

After award of the Agreement, and prior to execution, the selected Contractor shall complete and submit additional required documents. Provided below is a sample:

- 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 also 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

VIII. REVIEW, EVALUATION, AND AWARD

A. Minimum Requirements

1. Review Of Proposals

Staff will review all proposals to determine if they meet the minimum requirements contained in this RFP. All proposers must have, or employ at least one licensed veterinarian with, a minimum of five years of recent relative experience. All proposals must be complete at the time of submission and include all components. The Department reserves the right to request additional information to clarify a submitted proposal.

2. Financial Capability

Proposer must demonstrate that it has sufficient financial capability to cash flow the operation during the initial period and through the entire term of the Contract.

Proposers who fail to meet the minimum requirements stated herein, or who fail to demonstrate sufficient financial capability, may be disqualified from further evaluation and may be deemed non-responsive. Proposers who pass the minimum requirements will be further evaluated as follows:

B. Evaluation

A selection panel may be convened to evaluate proposals, may interview proposers whose proposals have met the minimum requirements, and may be asked by the Department to recommend an award of a Contract. Said selection panel may be comprised of Department staff and/or appropriate experts.

Proposals will be rated according to the following criteria:

- Qualifications and Experience
- Proposed Services
- Business, Environmental, and Financial Plan
- Fees

Each category will be rated based on a point scale as shown. Proposals will be ranked based on their respective aggregate scores with a perfect score being 100.

| Criteria: <u>Qualifications and Experience</u> (24 pts maximum) What has the proposed accomplished? | No pass | Poor | Fair | Good | Excellent |
|---|---------|------|------|------|-----------|
| Relevant experience of proposer as a group / company / management and veterinary staff | 0 | 1 | 2 | 3 | 4 |
| Licenses are current and sufficient for all staff performing | 0 | 1 | 2 | 3 | 4 |

| | | | | | |
|---|---|---|---|---|---|
| surgeries | | | | | |
| Proven ability to provide similar spay and neuter services, demonstrated through previous experience, license history, and other facts; experience may be in providing services to the City of Los Angeles, other government agencies, and/or in the private sector | 0 | 1 | 2 | 3 | 4 |
| Demonstrates sufficient ability to provide high volume of services | 0 | 1 | 2 | 3 | 4 |
| Demonstrates sufficient ability to perform prepubescent sterilizations | 0 | 1 | 2 | 3 | 4 |
| References attest to proposers ability to perform services | 0 | 1 | 2 | 3 | 4 |

| | | | | | |
|--|---------|------|------|------|-----------|
| Criteria: Proposed Services (20 pts maximum) What optional services will be performed? | No pass | Poor | Fair | Good | Excellent |
| Proposed fees for services to the public are low | 0 | 4 | 8 | 12 | 16 |
| Target volume and approach are aligned | 0 | 1 | 2 | 3 | 4 |

| | | | | | |
|---|---------|------|------|------|-----------|
| Criteria: Business, Environmental, and Financial Plan (40 pts maximum) How does the proposer accomplish this? | No pass | Poor | Fair | Good | Excellent |
| Number of staff is sufficient for planned operating hours | 0 | 2 | 4 | 6 | 8 |
| Thorough operating plan (plans for accounting, inventory, staffing, maintenance, etc) | 0 | 1 | 2 | 3 | 4 |
| | | | | | |
| Customer service: hours of operation, locations, added-value services, etc. | 0 | 1 | 2 | 3 | 4 |
| Advertising and Community Outreach Plans are thorough and cover all community income levels. | 0 | 1 | 2 | 3 | 4 |
| Environmental Plan – Sustainable and Environmentally Friendly | 0 | 1 | 2 | 3 | 4 |
| Sources of other revenues are adequate and explicit | 0 | 3 | 6 | 9 | 12 |
| 3-Year projected financial statement is balanced and adequate | 0 | 1 | 2 | 3 | 4 |

| | | | | | |
|---|---------|------|------|------|-----------|
| Criterion: Compensation (16 pts maximum) How are discounts and payments appropriated? | No pass | Poor | Fair | Good | Excellent |
| Proposed discount to the City for sterilizations | 0 | 4 | 8 | 12 | 16 |

All proposals will be evaluated solely on the basis of the criteria listed above and the ranking of any review panel will serve solely to assist Department staff on evaluating the merits and viability of each proposal. Staff will independently formulate a recommendation to the General Manager, who will be free to accept or reject the review staff's recommendation and present his/her recommendation to the Board in a Board Report. The Board will consider the General Manager's recommendation during a public Board meeting and may accept or reject the General Manager's recommendation in making their decision as to the selection, stating publicly the reasons for their action. The proposed Contract is subject to review by the Office of the Mayor and the City Attorney, and the approval or rejection by the City Council pursuant to Charter Section 373.

C. Award of Contract

The General Manager of the Department recommends Contract awards to the Board of Animal Services Commissioners. The Department will notify all proposers of the General Manager's recommendation. Once the contract or contracts are approved by the Board, the selected proposer will complete and submit the additional documents as required by City Ordinance, State, or Federal laws, after which the Contract or Contracts will be forwarded to the Los Angeles City Council for final approval.

Contracts are deemed to be executed upon the date of the signature and attestation of the City Clerk, or as otherwise stipulated in the Contract.

D. Contractual Arrangements

The proposer selected to perform the services outlined in this RFP will enter into a Contract, approved as to form by the City Attorney, directly with the City of Los Angeles.

E. Verification of Information

The Department reserves the right to verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the Department reserves the right to reject that proposal. If it is determined that a Contract was awarded as a result of false statements or other data submitted in proposal to this RFP, the Department reserves the right to terminate the Contract.

IX. ATTACHMENTS

Attachments are listed on the City of Los Angeles Business Assistance Virtual Network (BAVN) at: <http://www.labavn.org/>.

Attachment A: Clinic Floor Plan

Attachment B: Personal Services Agreement

Exhibit A: License to Use Premises of Animal Spay/ Neuter Clinic

Exhibit B: Standard Provisions for City Contracts

Attachment C: Proposer Check List



City of Los Angeles Department of Animal Services

City Agreement Number _____

WITH _____

To Provide Spay/Neuter and Related Veterinary Services

At the

West Valley Animal Shelter
Spay/Neuter Clinic
20655 Plummer Street
Chatsworth CA 91311

City Agreement Number _____

TABLE OF CONTENTS

| | | |
|------|--|----|
| I | Representatives of the Parties and Service of Notice | 3 |
| II | Term | 4 |
| III | Maximum Payment | 4 |
| IV | License to Use Premises of Animal Spay/ Neuter Clinic | 4 |
| V | Standard Provisions for City Contracts | 5 |
| VI | Premises | 5 |
| VII | Scope of Services | 5 |
| | A. Surgical Sterilizations | 5 |
| | B. Microchips | 6 |
| | C. Licensing | 6 |
| | D. Emergency Medical Treatment | 7 |
| | E. Care of Animals | 7 |
| | F. Release of Animals | 7 |
| | G. Wellness Clinics | 7 |
| | H. Optional Services and Additional Fees to the Public | 8 |
| | I. Operational Requirements | 8 |
| | J. Fees and Payments | 9 |
| | K. Code of Ethics | 14 |
| | L. Quality Control | 15 |
| VIII | Incorporation of Exhibits | 16 |
| IX | Order of Precedence | 17 |
| X | Entire Agreement | 17 |
| | Signature Page | 18 |

PERSONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LOS ANGELES
AND _____

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

To City Agreement Number _____

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is entered into as of _____, 2017, upon attestation by the Office of the City Clerk ("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 _____ ("Contractor") 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 West 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 _____ to solicit such services, and Contractor submitted the (best, only) proposal in response to the RFP, which proposal was dated _____, met the requirements, and was awarded this Agreement by the Animal Services Board of Commissioners ("Board") on _____, according to the terms of the RFP; 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
221 North Figueroa Street, Suite 600
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:

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.

D. Definitions

- "Authority for Expenditure (AFE)" is a document issued by the Department for a specific service on a shelter animal.
- "Day of Operation" shall be defined as any day the clinic is open for business as advertised under this agreement and shall include spay and neuter days, wellness, or other days.
- "D-Voucher" shall include a \$30 Cat Discount Coupon or \$50 Dog/Rabbit Discount Coupon for Spay/Neuter issued to a Los Angeles resident by the Department for the sterilization of an owned cat, dog, or rabbit.
- "F-Voucher" shall include a \$70 Cat Free Certificate or \$125 Dog/Rabbit Free Certificate for Spay/Neuter issued to a Los Angeles resident by the Department for the sterilization of an owned cat, dog, or rabbit.
- "Neuter" shall mean "castration."
- "Provider" shall mean participating veterinarian.
- "Spay" shall mean "ovariohysterectomy."
- "Sterilization" and "surgery" refer to the spaying or neutering of an animal. All sterilizations shall include: (a) a physical examination of the animal, (b) all vaccines and anesthesia that your hospital requires during hospitalization or before surgery, (c) all after-care including suture removal, licking problems, infections, and other normal procedures.

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 THREE YEARS from _____ 1, 2018 to _____, 2021, and may be renewed for up to two additional years (via one year extensions) 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 or is obligated or required to provide the total maximum amount of \$500,000 or any set amount in any agreement or fiscal year, or for the full term of this Agreement, but is subject to the availability of funds in the Animal Sterilization Fund of the City of Los Angeles, and to the Contractor's demonstrated capacity to provide mobile spay/neuter services as determined by the Department. The Department may reduce the not-to-exceed amount of \$500,000 in any given year and reallocate these unused funds to other spay/neuter programs or providers. The Department expects the Contractor to sterilize a minimum of 6,000 dogs and cats per year, once full service is reached.

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 attached in **Exhibit C**:

West Valley Animal Shelter
20655 Plummer Street
Chatsworth CA 91311

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:

1. A. Perform spay and neuter surgeries on all shelter animals provided by Department during each day of operation and shall reserve an adequate portion of its daily surgeries for shelter animals.

The number of animals provided by the Department each day will fluctuate depending on need. A typical day may include the following types and numbers of animals provided by the Department:

| Animal | Typical Daily Minimum: |
|---|-------------------------------|
| Dogs (any breed, size, or gender) | Ten |
| Female Cats (any breed or size over 2.5 lbs.) | Five |
| Male Cats (any breed or size over 2.5 lbs.) | Unlimited |
| Rabbits (any breed, size, or gender) | Two |

B. Coordinate with Department during special events or other occurrences, or when shelter animal occupancy increases near to or meets its capacity. Contractor will make reasonable efforts to accommodate additional surgeries if requested by Department.

C. Not reject Department animals without just cause notified to and supported by Shelter staff.

D. Perform an approximate estimate of 40 surgeries per day consisting of both shelter animals and animals from the public.

2. Perform pre-surgical physical examinations on all surgical candidates to determine if an animal is qualified for surgical treatment.
3. Perform 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 may be referred to a private veterinarian prior to sterilization at Contractors discretion.
 - 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. Contractor shall also provide the Department with the microchip number and owner information for the owned animals.

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 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 or lack thereof
- Microchip information

The Contractor shall inform dog owners that a license is required by law and encourage and assist owners to obtain a license and 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 and are determined to be normally-anticipated complications of surgical sterilization. However, Contractor shall not be liable for complications due to prior illness or conditions that are not directly related to surgical procedures, and may charge the City (or the owner) for such aftercare if these conditions could not have been reasonably determined before surgery.

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 if, and at such time, as medically safe to do so. 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 at (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. The new rates for S/N Programs shown below became effective on July 1, 2016. From that date forward, the participating veterinary hospital shall be paid the amount stated on the face of the Discount Coupon, Free Certificate or Authority for Expenditure.

2. Spay and Neuter Discount Vouchers / Free Certificates

| Discount Vouchers / Free Certificates | Discount Amount |
|--|-----------------|
| D-Voucher Cats (Spay/Neuter) | \$30 |
| D-Voucher Dogs & Rabbits (Spay/Neuter) | \$50 |
| F-Voucher Cats (Spay/Neuter) | \$70 |
| F-Voucher Dogs & Rabbits (Spay/Neuter) | \$125 |

- a. The Voucher Program is a series of sterilization programs for owned dogs, cats and rabbits belonging to residents of the City of Los Angeles. Residents can qualify for a Voucher from the Department.
- b. D-Voucher Program is available to all City Residents. The F-Voucher Program is available to City Residents with an income cap of \$40,000 per year, per household including low-income Senior Citizens 62 years of age or older, and those individuals who are low-income and permanently disabled.
- c. Vouchers are non-transferable, are not valid beyond the expiration date printed on them, and must be presented to Contractor at the time of sterilization. Vouchers 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. Vouchers cannot be used for any veterinary service other than sterilization, nor in combination with any other program.
- d. Contractor may charge a co-payment from an animal owner using a D-Voucher.
- e. No co-payment or additional fees may be charged to an animal owner using a F-Voucher 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.

Contractor will accept D-Voucher towards surgery and F-Voucher as full payment for surgery. In addition to the sterilization surgeries, Contractor will provide an E-collar and pain medication as part of the voucher package. Contractor 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.

3. Surgery Discount to Department

Contractor shall give to a discount to the Department an amount equal to 50% of Board-approved fees for spay/neuter surgeries performed on Care Center animals and animals adopted from the Care Center. This discount shall result in a net payment equal to the discounted net fee at the 50% discount proposed by Contractor and accepted by the Board, as indicated below:

AFE's are authorization to sterilize Shelter Animals and shall include the following:

- Adopted, rescued, and redeemed animals,
- Deferred surgeries,

- Impounded animals such as animals for adoption events & pregnant animals

| Surgery | Board-Approved Fee | Contractor Shall Discount Department | Net Fee At 50% Discount |
|----------------|---------------------------|---|--------------------------------|
| Cat Neuter | \$70 | \$40.00 | \$30.00 |
| Cat Spay | \$70 | \$35.00 | \$35.00 |
| Dogs | \$125 | \$62.50 | \$62.50 |
| Rabbits | \$125 | \$62.50 | \$62.50 |

- 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.
- 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.
- 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 veterinarian fees not authorized by the Department in writing prior to the fees being incurred.
- 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.

4. Contractor Responsibilities

- Contractor shall follow the mandates of the California Veterinary Medicine Practice Act.
- 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 Voucher or AFE is the same person requesting the services, and that the Voucher or AFE has not been transferred.
- e. Contractor has a duty to check, within reason, that Vouchers or AFEs have been issued for no 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.

5. 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 Voucher 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 AFEs in numerical order by the AFE Voucher number, e.g., F11-0000.
 - iv. Place the S/N Voucher 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, 221 North Figueroa Street, Suite 600, Los Angeles CA 90012. Any Voucher 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 Voucher 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 Vouchers and/or AFEs for surgeries performed by Contractor shall be mailed to the Department of Animal Services. A photocopy of the Voucher and/or AFEs shall be retained on file at Contractor's facility for a minimum of three (3) years. Signed, completed Vouchers 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: VOUCHERS 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 Vouchers 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 Vouchers and AFE's 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 (D-Voucher) S/N Program is for owned dogs and cats and has a value of \$30/\$50. Discount Coupons may be used to cover partial cost of sterilization off the Contractors regular cost of sterilization. **The Discount Coupon is for pet owners only—feral cats/dogs (rabbits) do not qualify for the programs.**

The Free Certificate (F-Voucher) S/N Program is for owned dogs and cats and has a value of \$70/\$125. 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/dogs (rabbits) 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, independent contractors or students 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 along with the information of whether the surgery was performed by a licensed veterinarian or by a student under the supervision of a licensed veterinarian and the identity of both the student and the licensed veterinarian; the number of Free Certificates/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.

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 including the impairment of an aggregate limit due to prior claims. Failure to maintain adequate insurance as approved by the City's Risk Manager shall be a breach of the Agreement and failure by the Contractor to reinstate the required insurance may be grounds to terminate the Agreement upon 15 days written notice to Contractor.

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 Exhibits

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

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

- Equal Benefits Ordinance/First Source Hiring
- Slavery Disclosure

After award of the Agreement, and prior to execution, the Contractor shall complete and submit the following (forms and/or instructions are 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
- Track4LA upload

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
- West Valley Animal Shelter Floor Plan – Exhibit C
- Section VIII attachments – Exhibit F
- RFP
- Contractor's response to the RFP

Section X. Entire Agreement

This Agreement, including Exhibits A through F, 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 – West Valley Animal Shelter Floor Plan

Exhibit D – Section VIII attachments

This Agreement is executed in four (4) duplicate originals, each of which is deemed to be an original.

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

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

By _____
Brenda F. Barnette, General Manager

Date: _____

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

By _____
Tony 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 –

By _____

Date _____

(second signature required of corporations)

By _____

Date _____

Los Angeles City Business Tax License Number _____

IRS Taxpayer Identification Number _____

City Agreement Number _____

**SUMMARY OF LICENSE TO USE THE PREMISES OF SPAY AND NEUTER CLINIC
AT THE WEST VALLEY ANIMAL CARE CENTER
20655 Plummer Street
Chatsworth, California 91311**

For information purposes only - not part of License

LAND NO.:
CF NO.: 17-0659

Council Approval Date: _____

EBO STATUS:
LWO STATUS:

OCC Date:
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 West Valley Spay/Neuter Clinic

ADDRESS: 20655 Plummer Street
Chatsworth, California 91311

LICENSOR: CITY OF LOS ANGELES
City Attorney / Dov S. Lesel
Department of General Services

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

LICENSEE: _____

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))

LICENSE

West Valley Spay and Neuter Clinic
20655 Plummer Street
Chatsworth, California 91311

TABLE OF CONTENTS

| | Page |
|--|------|
| PREAMBLE | 1 |
| ARTICLE 1. BASIC LICENSE PROVISIONS..... | 1 |
| 1.1 Capacity Of CITY As Owner..... | 1 |
| 1.2 Execution Date | 1 |
| 1.3 Title To Premises..... | 1 |
| 1.4 No Interest In Real Property | 1 |
| 1.5 Acknowledgment Of Taxable Interest | 1 |
| ARTICLE 2. USE AND OPERATIONS..... | 2 |
| 2.1 Joint Use..... | 2 |
| 2.2 Hours Of Business; Continuous Operation | 2 |
| ARTICLE 3. TERM | 2 |
| 3.1 Term | 2 |
| 3.2 Options To Extend..... | 2 |
| 3.3 Holdover | 2 |
| ARTICLE 4. NOTICES | 2 |
| 4.1 Notices - Where Sent | 2 |
| ARTICLE 5. CONSIDERATION | 3 |
| 5.1 Consideration | 3 |
| ARTICLE 6. MAINTENANCE AND REPAIR | 3 |
| 6.1 Maintenance and Security | 3 |
| 6.2 Janitorial | 3 |
| 6.3 No Repair Obligation By CITY..... | 3 |
| 6.4 Rights Reserved By CITY | 3 |
| ARTICLE 7. UTILITIES..... | 3 |
| 7.1 Electricity, Gas, Water And Telecommunications | 3 |
| 7.2 Air Systems | 4 |
| ARTICLE 8. COMPLIANCE WITH ALL LAWS AND REGULATIONS | 4 |
| 8.1 Compliance With Statutes And Regulations | 4 |
| 8.2 Americans With Disabilities Act..... | 4 |
| 8.3 Hazardous Materials | 4 |
| 8.4 Hazardous Materials Notification..... | 4 |
| ARTICLE 9. RENOVATIONS AND ALTERATIONS | 5 |
| 9.1 Renovations And Alterations | 5 |
| 9.2 As Built Drawings | 5 |
| 9.3 Removal Of Personal Property..... | 5 |
| 9.4 Claims/Nonresponsibility And Work Commencement Notices. | 5 |
| ARTICLE 10. INSURANCE AND INDEMNIFICATION | 6 |
| 10.1 Insurance..... | 6 |
| 10.1.1 General Liability Insurance..... | 6 |
| 10.1.2 Improvements or Alterations Insurance | 6 |
| 10.1.3 Workers' Compensation and Employer's Liability | 6 |
| 10.1.4 LICENSEE's Property | 6 |
| 10.1.5 Notice Of Reduction In Insurance | 6 |
| 10.1.6 Default | 6 |

| | | |
|-------------|--|----|
| 10.1.7 | Adjustment Of Insurance Levels | 7 |
| 10.2 | Waiver Of Subrogation | 7 |
| 10.3 | Indemnification | 7 |
| ARTICLE 11. | SECURITY DEPOSIT | 7 |
| 11.1 | Security Deposit | 7 |
| 11.2 | Return Of Security Deposit..... | 7 |
| ARTICLE 12. | ASSIGNMENT AND SUBLICENSING | 8 |
| 12.1 | Assignment Prohibited | 8 |
| ARTICLE 13. | DAMAGE OR DESTRUCTION | 8 |
| 13.1 | Total Destruction | 8 |
| 13.2 | Partial Destruction Of Premises | 8 |
| 13.3 | Waiver | 8 |
| 13.4 | Termination..... | 8 |
| ARTICLE 14. | DEFAULT AND TERMINATION | 8 |
| 14.1 | Default | 8 |
| 14.2 | Default of Service Agreement (Cross-default) | 8 |
| 14.3 | Termination — Non-Performance | 9 |
| 14.4 | Immediate Termination..... | 9 |
| 14.5 | Inability To Meet Financial Obligations | 9 |
| 14.6 | Surrender of Premises. | 9 |
| 14.7 | Condition of Surrendered Premises | 9 |
| 14.8 | CITY's Remedies..... | 9 |
| 14.8.1 | Termination Of Use..... | 9 |
| 14.8.2 | Continuation Of License..... | 10 |
| 14.8.3 | Other Remedies | 10 |
| 14.9 | Cumulative Remedies/Waiver | 10 |
| ARTICLE 15. | MANDATORY CITY REQUIREMENTS | 10 |
| 15.1 | Standard Provisions for City Contracts | 10 |
| 15.2 | Ordinance Language Governs | 10 |
| ARTICLE 16. | MISCELLANEOUS PROVISIONS | 10 |
| 16.1 | Adult Supervision | 10 |
| 16.2 | Amendment Of License..... | 10 |
| 16.3 | Approval For Displays | 10 |
| 16.4 | Binding Effect. | 10 |
| 16.5 | Captions, Table Of Contents, And Index..... | 10 |
| 16.6 | CITY's Right Of Entry | 11 |
| 16.7 | Conflict Of Laws And Venue | 11 |
| 16.8 | Consent/Duty To Act Reasonably | 11 |
| 16.9 | Corporate Resolution | 11 |
| 16.10 | Covenants And Agreements | 11 |
| 16.11 | Days | 11 |
| 16.12 | Exhibits - Incorporation In License. | 11 |
| 16.13 | Force Majeure | 11 |
| 16.14 | No Partnership Or Joint Venture | 12 |
| 16.15 | No Relocation Assistance | 12 |
| 16.16 | Parking | 12 |
| 16.17 | Partial Invalidity | 12 |
| 16.18 | Prior Agreement/Amendments | 12 |
| 16.19 | Quiet Enjoyment..... | 12 |
| 16.20 | Receivership Or Bankruptcy..... | 12 |
| 16.21 | Severability | 12 |
| 16.22 | Successors In Interest..... | 12 |
| 16.23 | Time..... | 13 |

LICENSE TO USE THE PREMISES OF ANIMAL SPAY AND NEUTER CLINIC

West Valley Animal Care Center
Spay and Neuter Clinic
20655 Plummer Street
Chatsworth, California 91311

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 SNPIA (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 20655 Plummer Street, Chatsworth, California 91311 ("**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 or 213/482-9518

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:

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 insured 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 cannot 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, though, 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.

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: _____

Dov S. Lesel
Deputy City Attorney

DATE: _____

CITY:

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

By: _____

Tony Royster
General Manager

DATE: _____

ATTEST:

Holly Wolcott, City Clerk

By: _____

Deputy

DATE: _____

LICENSEE:

By: _____

Name

Executed at _____, California

DATE: _____

(second signature required of corporations)

By: _____

Name

Executed at _____, California

DATE: _____

CF No.: _____

Approval Date: _____