



BOARD OF ANIMAL SERVICES COMMISSIONERS
CITY OF LOS ANGELES

REGULAR MEETING AGENDA
Tuesday, September 26, 2017
9:00 A.M.

LOS ANGELES CITY HALL, ROOM 1060
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 171079 WV

Respondent: Salvador Roberto Juarez Barrientos, Jose Gerardo Juarez Barrientos,
and Maylindi Careli Hernandez Aguilar

West Valley Animal Care and Control: Lieutenant Lorna Esparza

Complaining Witness: Odeen Emilio Orellana

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 September 12, 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. Update on Department's Phone System Problems. (Public comment limited to one minute per speaker).

7. BOARD REPORTS

A. Status of Council-Approved Changes to Department Fees, Fines and Charges (CF 16-0043). (Public comment limited to one minute per speaker).

B. Approve Release of Request for Bids to Provide Diagnostic Laboratory Services and Extend Current Agreement for up to 90 Days. (Action item; public comment limited to two minutes per speaker).

C. Recommended Changes to the Animal Welfare Trust Fund Language. (Action item; public comment limited to two minutes per speaker).

D. Request to Approve Policy to Allow Community Members to Care for Found Dogs and Cats Under Certain Guidelines. (Action item; public comment limited to two minutes per speaker).

8. ADJOURNMENT

Next Regular Meeting is scheduled for 9:00 A.M., October 10, 2017, at City Hall 200 North Spring Street, Room 1060, Los Angeles, California 90012. (Enter on Main Street).

AGENDAS - The Board of Animal Services Commissioners (Board) meets regularly every second (2nd) and fourth (4th) Tuesday of each month at 9:00 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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City of Los Angeles

CALIFORNIA



**ERIC GARCETTI
MAYOR**

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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, September 26, 2017, at 9:00 A.M.

City Hall

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

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

- 1. Dangerous Animal Case: DA 171079 WV**
Respondent: Salvador Barrientos, Jose Barrientos and Maylindi Aguilar
West Valley Animal Care and Control: Lieutenant Lorna Esparza
Complaining Witness: Odeen Emilio Orellana

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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BOARD OF ANIMAL SERVICES COMMISSIONERS
CITY OF LOS ANGELES



MINUTES

TUESDAY, September 12, 2017 at 7:00 PM

MISSION HILLS ANIMAL SHELTER
OPERATED BY BEST FRIENDS ANIMAL SOCIETY
15321 BRAND BOULEVARD

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 7:01 P.M. Commissioners present were Gross, García, Dicker, and Finsten. Also present from Los Angeles Animal Services (LAAS) Board Secretary Johana Moran; General Manager (GM) Brenda Barnette; Assistant General Manager (AGM) Dana Brown; and Deputy City Attorney (DCA) Dov Lesel.

Commissioner Gross opened the meeting.

Commissioner Dicker stated that the death of Mugsley, a dog that died from heat related causes while in LAAS care, is inexcusable and demanded a full investigation.

Commissioner Gross provided an overview of the meeting agenda and invited a representative from Best Friends to speak on their activities. **Kaylee Hawkins** introduced herself as the Senior Manager of Lifesaving for Best Friends Animal Society (BFAS) and spoke on their activities, including that BFAS has been operating the Mission Hills facility since 2012; on track to save 6,000 animals this year from the LAAS shelter system, about 2,000 of those are underage neonatal kittens; estimates BFAS will process 4,000 adoptions this year; Jose Ocano is the new Regional Director and could not attend because he was deployed to provide assistance with Hurricane Harvey. **Commissioner Gross** expressed gratitude for the work that Jose is doing; provided guidelines and opened the floor to public comments.

I. REGULAR COMMISSION MEETING

1. PUBLIC COMMENT

Linda Baker: Identified herself as a volunteer at the West Valley animal shelter and as a tester and scout for Boxer Rescue L.A. and So-Cal Boxer Rescue; is aware of Mugsley's case; addressed backlog in new animal control trucks; stated that Mugsley's death could've been avoided and held the Board responsible; recounted a similar incident in 2013; issue with Dr. Feldman only neutering small dogs. **Michael Bell:** Identified himself as a member of Citizens for Humane Los Angeles (CHULA) and spoke about the delay with obtaining the new trucks; stated that GM Barnette was on record in favor of vented vans rather than air conditioned trucks and the result is dead animals. **Paul Darrigo:** Identified himself as a member of CHULA and spoke about a vendor that can provide air conditioned trucks within three months; gave recommendations to improve the City's process; urged the Board to reform LAAS. **Phyllis Daugherty:** Identified herself as a member of Animal Issues Movement and spoke on history of issues with LAAS obtaining the trucks; holds the Board and GM responsible; animal death could've been avoided; asked if BFAS or SNP has a contract to operate the West Valley spay/neuter clinic, why are LAAS

staff not allowed in and why is it not used for LAAS shelter animals. **Whitney Smith:** Spoke about an incident where a dog in Los Angeles died when he was tethered outside on a hot day without shelter or water, stated that LAAS and LAPD are doing nothing about this crime. **Luci Kadota:** Identified herself as a volunteer at West Valley shelter and BFAS; requested that the Board and GM Barnette consider replacing the word “inventory” with “census” when referring to shelter animals as inventory refers to inanimate objects; urged LAAS to foster an organizational culture that is empathetic to the animals’ experiences. **Kristina Kirstin:** Identified herself as former volunteer of the Moorpark Park Studio City Adoptions and spoke on history of lack of air conditioning in the LAAS transport vehicles; remarked that animals are priority and doesn’t want this to happen again. **Marla Tauscher:** Identified herself as an attorney practicing animal shelter and animal control law; spoke on Mugsley’s death; alleged it is not an isolated incident; stated that LAAS staff is not exempt from animal cruelty laws. **Scott Tripamer:** Spoke on incident involving injured dog found in trash bin and stated that LAAS was called but did not come to aid; stated the system is broken and urged the Board to use its power to fix it. **Sherry Brewer:** Identified herself as a volunteer and spoke on shelter dogs behind yellow tape that never get walked and don’t get attention, it’s a form of abuse; redeemed dogs should be mandatorily fixed or breeder fee charged; Board and Management should discourage staff from using the word “aggressive”; some staff need more training in communication skills, their remarks are discouraging and condescending to potential adopters; recommended insulation for water pipes on metal kennel roofs; called for the return of Pet Press and list of vets in shelters. **Susan Taylor:** Identified herself as a member of Actors and Others for Animals and spoke on the need for LAAS to provide post adoption services including medical aid and basic healthcare, many adopters can’t afford vet visits for sick or injured pets, as a result they suffer emotionally from having to euthanize them. **Angie Aramayo:** Identified herself as a member of the Central Hollywood Neighborhood Council (CHNC) and spoke on Mugsley’s death, stated that this is a case of animal cruelty and is unacceptable; stated LAAS failed to notify the CHNC of the Proposed Citywide Cat Program; Board needs to communicate with stakeholders. **Martha Chaffin:** Identified herself as a volunteer from East Valley shelter and spoke on allegations of mistreatment of animals while in the care of LAAS, stated that employees must be held accountable. **Ady Gil:** Identified himself as a member of Rockin’ Rescue and stated the law should apply to all, including LAAS. **Gail Raff:** Identified herself as a taxpayer and volunteer at East Valley shelter and spoke on the kitten crisis, including euthanasia of bottle babies; predicts a larger kitten season next year, urged LAAS to prepare; stated that LAAS cannot claim to be no-kill as long as they are still putting down animals for lack of space. **Cathy Serksnas:** Identified herself as a volunteer at West Valley shelter and spoke about a PAW Committee meeting in which the transportation trucks’ lack of cooling was discussed; spoke on dangers of hot weather to animals in any vehicle. **Josh Liddy:** Identified himself as a L.A. resident and presented the Board with a vinyl banner that he obtained from Animal Farm Foundation (AFF) for LAAS to educate the public on dogs as individuals and their genome, GM Barnette informed him of LAAS policy prohibiting public display of materials from other agencies, urged the Board to reverse that policy on the basis that this banner is a great public education tool; requested to have a discussion on the Rachel Kennedy case; noted that three more dogs were in the same transport truck with Mugsley. **Paula Hsien:** Identified herself as a volunteer at West Valley shelter and stated that Mugsley’s death could have been avoided; spoke on “rescue only” dog designation, it’s cruel to the animals because they don’t get taken out due

to LAAS's policy prohibiting volunteers from handling them and urged the Board to take steps to ensure that those dogs are taken out on a regular basis; agreed with Ms. Kadota's earlier statement regarding the language used in reference to shelter animals. **Andrea Adelman:** Identified herself as a member of PETA and questioned how effective partnering with 3-1-1 can be; spoke on the need for improved leadership in LAAS. **Lori Golden:** Identified herself as the publisher of Pet Press and stated that LAAS needs to allow Pet Press back in the shelters as it provides public education and benefits the shelters. **Andrew Brown:** Spoke on need for accuracy when shelter staff describes an individual dog's behavior to the public and has found that some staff lack communication skills leading potential adopters to leave without meeting a dog that they were interested in. **Teri Austin:** Identified herself as a member of the Amanda Foundation and commented on Administrative Citations issued to the organization for not spaying or neutering newborn dogs and stated that the ACE program should be reviewed to correct such unreasonable directives. **Dawn Elliott:** Identified herself as an independent Trap-Neuter-Return (TNR) trapper of cats and spoke on the injunction, including that it led to increases in cat populations, sickness, injury, and abuse; remarked on the need for TNR education, outreach and cooperation between organizations.

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)

Jeffrey Mausner identified himself as a Board member and Second Vice President of the Tarzana Neighborhood Council (TNC), Chair of the TNC Animal Welfare Committee, the TNC liaison to the Valley Alliance of Neighborhood Councils (VANC) and LAAS, and a volunteer at the West Valley animal shelter. Mr. Mausner relayed that the TNC Board approved a resolution to support the Proposals for Implementing No-Kill at all City Animal Shelters and handed out copies of the proposal and the minutes of the meeting of May 23, 2017. Mr. Mausner provided an overview of the proposal, including that all available kennels must be used and the need for better communication between shelters to transfer animals to ease overcrowding. Mr. Mausner stated that there is no legitimate reason for not using all of the available kennels when animals are being killed for lack of space. Mr. Mausner thanked the Board for supporting the Environmental Impact Report (EIR) for the TNR program and for its goal to reach No-Kill by December 31, 2017. Mr. Mausner concluded by urging the Board to ensure that all LAAS shelters use all available kennels before any more animals are killed for lack of space.

Public Comment:
None

3. COMMISSION BUSINESS

A. Approval of the Minutes for Meeting of August 22, 2017.

Commissioner Garcia moved to approve the minutes of August 22, 2017.
Commissioner Dicker seconded the motion and it was approved by a vote of 3-1. **Commissioner Gross** abstained as he was not present for that meeting.

Public Comment:
None

4. ORAL REPORT OF THE GENERAL MANAGER

GM Barnette discussed the following:

- The investigation of Mugsley's death, the department is trying to learn all it can to prevent future occurrences; Mugsley died after arriving at the shelter following a surgery; he was an older dog and his death appears to be heat related; the three other dogs in the same transport van were immediately cooled and all three are alive and well. GM Barnette stated that the van has air conditioning vented into each animal compartment; the day was extremely hot and the vans are not insulated which can cause them to heat up rapidly; in an effort to improve air circulation, the glass windows in the compartments are being replaced with vents; Fleet Services has received the first of the new Animal Rescue Vehicles (ARV) with a new ARV expected every six weeks. **Commissioner Gross** asked if the ARV's have air conditioning. **GM Barnette** confirmed that they do, as do all current vans; looking into how far and why the dogs were transported for surgery. **Commissioner Gross** inquired if the vans can be insulated. **GM Barnette** stated that it can be looked into; spoke about cooling techniques applied in response to the heat; staff instructed to avoid transporting animals in the heat, unless absolutely necessary.
- RFP released for the West Valley shelter's Spay/Neuter Clinic; expects to have applications within eight weeks to three months. In light of emergency need to save the lives of neonatal kittens, approved a group to use the clinic for eight weeks as a bottle-baby nursery; believes LAAS volunteers are welcome to help with kitten feeding.
- On September 9-10, the Department participated in the Citywide Super Adoption event which resulted in a total of 111 cat adoptions, 120 dog adoptions, 4 rabbit adoptions, and 16 various other animal adoptions for a grand total of 251 animals adopted during the event compared to 198 adoptions for the same period last year and 164 in 2015; also, Save the Kittens Foster Weekend took place and many foster and volunteer applications were received.

Commissioner Gross inquired about a timeframe for results of the Mugsley investigation. **GM Barnette** replied it is undetermined.

Public Comment:

Marla Tauscher: Spoke on Mugsley's death, issues with the vans, and questioned Dr. Feldman's role.

Phyllis Daugherty: Commented on the timeline and delay to receive the new vehicles; criticized cooling techniques.

Teri Austin: Spoke on the Amanda Foundation's mobile spay/neuter clinic activities at East Valley and West Valley shelters and criticized LAAS for not figuring out how spay and neuter the animals themselves; stated that LAAS is not getting its money's

worth from BFAS.

Whitney Smith: Questioned why LAAS is still struggling with cooling issues when this has been an on-going issue; stated she's a bottle-baby foster for North Central shelter and spoke about their lack of test kits for fecal samples.

Cathy Serksnas: Offered suggestions for determining when it is a safe temperature outside to transport animals, ensure information is passed on to shelter staff.

Gail Raff: Spoke about the adoption event and stated she was present all weekend; bottle-babies were counted as adoptions when in fact they were pulled by a rescue group. Recounted her experience volunteering during the La Tuna fire, stated there was only a handful of staff and volunteers there.

Josh Liddy: Commented that there is speculation that a second dog died from the Mugsley incident; urged the Board and GM to root out the "bad apples" or the whole Department gets a bad name.

Commissioner Gross asked for clarification on the process for work on the vans. **GM Barnette** replied that it must go through General Services; they usually accept the lowest bid.

5. COMMISSIONERS' ORAL REPORTS AND FUTURE AGENDA ITEMS

Commissioner Garcia: Passed.

Commissioner Finsten: Asked for the name of the vendors in procurement of the transport vehicles, stated it would be helpful to have a representative from GSD to provide education of the procurement and bidding process. **AGM Brown** replied that the vendor for the modifications on the vans is different from the vendor providing the new vehicles. **Commissioner Finsten** requested the names of both. (Note, later in the meeting **AGM Brown** located and stated the names: van retrofitting by Throgmorton, new trucks by Pacific Truck Equipment).

Commissioner Dicker: Recounted his experience visiting seven facilities during the adoption event this weekend, including speaking to volunteers and meeting key supervisory staff; observed that the kennel card pictures are deplorable; discussion necessary to find solutions in PR marketing and social media. He agreed with adopting humanizing words and that improving communication is critical and appears to be lacking. He disagreed with the issuance of breeder licenses. Additionally, he wants shock collars, electric fences and electronic leashes outlawed. He recounted experience fostering kittens and stated No-Kill is not sustainable without a solution for the kitten issue such as fostering and getting rid of the TNR injunction.

Commissioner Gross: Asked if the Department notified Neighborhood Councils of the NOP for the EIR. **GM Barnette** replied it should have gone out and will ensure that it goes out to various organizations. **Commissioner Dicker** suggested the topic should be on a social media forum. There was discussion on dissemination of the information going forward.

Public Comment:

Please join us at our website: www.LAAnimalservices.com

Gail Raff: Spoke on the short notice for the NOP for the EIR, the community was not made aware.

Angie Aramayo: Spoke on the short notice for the EIR, needs to be advertised and the community notified. **GM Barnette** stated that the flyers just went out yesterday.

Jennifer Freel: Identified herself as a member of the Lake Balboa Neighborhood Council and inquired about obtaining the Neighborhood Empowerment newsletter. **GM Barnette** referred Ms. Freel to the Department of Neighborhood Empowerment headed by Grayce Liu. Ms. Freel urged the Department to update the website with current press releases.

Teri Austin: Spoke on the need to make Commission information on the LAAS website more obvious.

6. Discussion Items

A. Addressing Department's Phone System Problems.

Commissioner Gross opened the discussion by recognizing the seriousness of not having an effective and working phone system and thanked Commissioner Finsten for consistently raising the issue.

AGM Brown provided an overview of actions taken by LAAS in response to the phone issues and invited questions afterwards. LAAS is partnering with Information Technology Agency (ITA); 311 will help with non-emergency calls; emergency calls will go directly to the appropriate shelter; requests for routine services will be routed to the appropriate district shelter; barking dog complaints will be added to MyLA311 app in the next phase of development. Many factors contribute to the increase in calls including public request for general advice, increased access to spay/neuter vouchers, and ACE citations. AGM Brown recounted that LAAS had an eight member call center that provided 24 hour service, those positions were lost in 2010 due to the economic downturn and led to the current phone system; clearly, that system is no longer working and LAAS is making changes. The first change is to the greeting on the phone tree to allow non-emergency calls to go to 311 and emergency calls go to the appropriate animal care center. **Commissioner Gross** asked if a Spanish version of the greeting will be available. **AGM Brown** confirmed. Training information is being compiled for use by 311 to handle an increase in calls, this is in addition to the basic information that 311 already provides. A working group consisting of Animal Control Officers, Animal Care Technician Supervisors, Licensing staff, and adoption counter clerical staff is compiling the information on Google doc to encompass possible questions and answers for 311. Discussions are taking place on feasibility of allowing ITA access to the Chameleon database. Long-term solutions will be included in the budget packet for the fiscal year 2019, such as resurrecting the call center or additional resources for 311. **Commissioner Finsten** inquired about the timeframe to reprogram the phone system and what type of call tracking is in use. **AGM Brown** responded that the reprogramming is currently in the works and the simple reprogramming may be done by the end of next week, the long-term reprogramming has moving parts and depends on other

factors, including direction from the PAW Committee. **Commissioner Gross** inquired if the most effective way to handle the situation is to go back to a call center. **Commissioner Finsten** inquired if statistics exist for how well the call center worked. **AGM Brown** discussed the merits of a call center, as well as 311, and stated that more discussion may be necessary. **Commissioner Gross** remarked that a call center seems great and noted that it would require an allocation of funding. **AGM Brown** confirmed. **Commissioner Finsten** repeated her request for the presence of ITA staff at a Board meeting and asked **AGM Brown** to speak on the LAPD website. **AGM Brown** spoke on outdated information on the LAPD website relating to animal issues; made direct contact with LAPD and provided them with current information and list of requested changes; requested to maintain relationship to continue sharing information. **Commissioner Gross** agrees with having ITA attend a meeting. **AGM Brown** stated that ITA encompasses the 311 call center, MyLA311 app, and the phone tree programmers; suggested that a representative from each of those groups be invited to a future meeting as part of a board report once more progress has been made. There was discussion on possible dates when the report could be presented and November emerged as a likely option. **Commissioner Garcia** inquired if LAAS reached out to any other cities that have call centers and researched their success. **AGM Brown** stated that has not occurred and is aware that the County does have one; internally, the consensus is that a call center works great; an attempt was made recently to build one by incorporating the Mayor's targeted local hire directive into the budget but the plan fell through due to instruction that anything costing money be left out. **AGM Brown** noted that, with time, it may be possible to build a package that shows how a call center could save money; meanwhile, an attempt was made to add a couple of positions to the ACE program, those positions were not approved.

Public Comment:

Diana Mendoza: Thanked Commissioner Finsten for pushing for this item on the agenda and spoke on lack of information on response times, benchmarks needed to measure progress of strategic plan, owner surrender fees, spay/neuter vouchers, and accountability.

Susan Taylor: Stated that the call center was much better and no one answers phones now; recounted incidents where phone just rings or gives a busy signal; why is there no answering machine; spoke on lack of response for animal pickup.

Emily Rohr: Identified herself as a member of PETA and a Let's Fix L.A. volunteer and recounted experiences including two bunnies found with no water in a barren bird cage in over 90 degree weather, even with intervention from GM Barnette it still took over four hours for an animal control officer to arrive; another incident regarding dogs roaming at large, no exact address available and staff declined to help; and incident involving an injured squirrel where it took over 25 minutes to reach anyone. Ms. Rohr urged the board to fix the issues.

Sherry Brewer: Suggested a call center run by volunteers, idea discussed years ago; ongoing issues with phone system, volunteers can help at no cost.

Teri Austin: Stated that phone number listed on ACE citations has a mailbox

that is always full and spoke on issues with the vendors selected by LAAS.

Phyllis Daugherty: Spoke on delays responding to the phone system issues and does not agree with putting inexperienced staff in a call center.

Paul Darrigo: Spoke on need to be more proactive; need to reform and suggested an audit; reinstate the RACO program; customer experience driven by training; improve process to address grievances.

Andrew Brown: Stated that calls inquiring about the behavior and health of animals available for adoption should not go to 311, that information should be conveyed by someone with expertise who has met the animals.

AGM Brown acknowledged Mr. Brown's statement and will add that type of call to the list with the working group. **GM Barnette** added that New Hope partners and rescue groups will have a back line to the shelters.

Commissioner Gross requested follow up on reports of ringing/busy phones and ACE's full voice mailbox.

B. Removal of Dog Breed Labels from Kennels and Adoption Forms.

GM Barnette remarked that over the last week some have used this topic as an opportunity to attack Pit Bulls and Pit mixes, however, most people have no trouble identifying Pit Bulls and Pit mixes. Gave examples of how frequently mixed breed dogs in LAAS shelter are misidentified including Chows, terriers, and spaniels; this can lead to disappointment for someone who researched breed behavior. Focus should be on being transparent with the community and admitting that breed identification is not easy for most people; spending time with and getting to know the dog more important.

Commissioner Dicker stated that those opposing removal of dog breed labels use the failed arguments that the breed label on the kennel card is even remotely correct and that there is a relation between breed and behavior; cited studies and publications that debunk both of those arguments; stated that dog breed labels are deceptive. Commissioner Dicker passed around a 1965 study on dogs that demonstrates how unrecognizable first generation mixed breed dogs are from their purebred parents; cited another study published in the Journal of American Veterinary Medical Association that supports that there is no correlation between dog breeds and dog bites; cited studies on bite statistics; spoke on statistics relating to injuries inflicted by dogs and read from a study that found the fault lies with dog owners and their lack of proper care in resulting dog bites; advocated an individual approach to matching adopters with suitable dogs; cited jurisdictions that eliminated use of breed labels; stated that removing breed labels is proven and effective. **Commissioner Gross** agreed that having breed labels is deceiving and it would be better if the label could describe if the dog is good with kids and cats, and if it's friendly or playful. Brought up the issue of having better trained staff and volunteers to provide the public with information about the dog; we have a responsibility to provide as much information as possible to ensure that the match is right. **Commissioner Dicker** added that we have a responsibility to avoid providing disinformation. **Commissioner Gross** agreed

and spoke on finding a balance to ensure both; is in favor of moving in this direction as long as the public can be provided with important information. **Commissioner Dicker** stated that dog behavior changes when they leave the shelter; recommended post-adoption support and follow up such as providing information on transitioning the dog into a variety of home scenarios. **Commissioner Garcia** inquired if the LAAS website has breed labels and, if so, what would that be changed to. **GM Barnette** stated that part of the process is discussing what information will be on the new label, however, our best guess of the breed would be kept in the background for statistical purposes. Spoke on the virtual adoption counseling approved by the Board and how it could help potential adopters find a good pet match based on their situation.

Public Comment:

Diana Mendoza: Opposed removing breed labels and listed why, including that it drives the public to breeders; public needs to know as much information as possible; will pull staff from walking dogs that need attention.

Phyllis Daugherty: Opposed removing breed labels and stated that dogs of the same breed have the same tendencies; it's a liability issue; public already knows that we don't know what breed the dogs are; breed guesses are educated and people need to know the background.

Sherry Brewer: Agreed with removing breed labels and spoke about the results of a DNA analysis on a presumed purebred German Shepherd dog: 62.5% German Shepherd, 25% American Staffordshire and 12.5% Akita; as a volunteer, she spoke about getting to know the dogs and being honest with the public.

Teri Austin: Suggested a compromise such as "probable breed" on the cards and spoke on breed characteristics and exceptions to the rule; doesn't trust the DNA tests; anticipates some dogs will need to be returned due to landlord issues.

Marla Tauscher: Agreed with removing breed labels and stated that breed labels are akin to racial profiling; dogs are bred for looks now, not behavior; suggested "American Shelter" dog if a breed is necessary; misidentification is a liability.

Andrew Brown: Refuted claims made by Ms. Mendoza about breed characteristics; useless distinctions are not helpful; refuted Ms. Daugherty's statement that shelter staff is good at identifying breeds and gave example of dog at East Valley shelter that is full grown, weighs 20lbs, and listed by the shelter as a Mastiff/Pitbull mix.

Kaylee Hawkins: Provided examples of four Pitbull-type dogs pulled by BFAS from LAAS shelters that DNA testing proved were not predominantly Pitbulls; no issues with adoption rates, return rates, and no dangerous dogs complaints since BFAS stopped using breed labels.

Josh Liddy: Spoke out against PETA and refuted Ms. Daugherty's statements; housing is an issue and the City needs to help with dogs of all breeds.

Martha Chaffin: Agreed with removing breed labels and spoke about looking at the dogs as individuals; spoke on her experience as a volunteer assisting the public with making informed decisions.

Jeff Mausner: Spoke about breed discrimination by insurance companies and how that affects adopters; urged the Board to put pressure on the Insurance Commissioner to prohibit such discrimination in homeowner policies.

Commissioner Gross inquired what the next steps are. **GM Barnette** stated that staff can prepare a report and recommendation in a future meeting in favor of moving in that direction and anticipates that the discussion will continue in social media. There was a general consensus in favor of removing breed labels from the Board. **Commissioner Gross** mentioned that this is an opportunity for us to better inform the public and to ensure that we match animals with the right adopters. **Commissioner Dicker** highly recommended education from the Animal Farm Foundation as they are a very valuable resource.

C. Oral Staff Report on Kapparot Response.

Commissioner Gross opened the discussion with a brief background on the issue of the Kapparot ritual which includes swinging a live chicken overhead and then slaughtering it to atone for one's sins. There are public health and animal cruelty issues with the way the stressful ways that the chickens are transported, contained, and disposed of. The barbaric ritual is protected by the First Amendment although the vast majority of Jews do not believe in the practice. The Department has struggled with how best and effectively to take action to protect chickens within the framework of the First Amendment and wants the public to know how we will respond to potentially illegal activity. We need to learn from previous years how we can make our response better and more effective; turned the floor over to DCA Lesel. **DCA Lesel** spoke on legal status of the Kapparot ceremony and stated that we have a confluence between the First Amendment protection of religion and animal humane laws; provided a brief history of the practice. Since courts have failed to make any clear decisions that this is a violation of law, without infringing on the actual ceremony, our goal is to make sure that the animals in transportation, holding, feeding and watering are humanely taken care of. **GM Barnette** stated that the Department does not take a position on the ritual itself but we do take a strong position on animal cruelty crimes and introduced **Director of Field Operations (DFO) William Tranzow**, formerly a Lieutenant serving on the Animal Cruelty Task Force (ACTF). DFO Tranzow spoke on the procedures that LAAS will be implementing this year and described how it has been handled in the past; estimates that we receive around 100 calls on this each year; LAPD refers all calls on this matter to LAAS. Previously, every call, regardless of severity or location, was documented, responded to in a timely manner, and dealt with as an emergency; DFO Mark Salazar was directly notified on each call and responded by providing guidance to field officers. This year DFO Tranzow will be leading the response in the same way, if a field officer gets a call an officer will respond, investigate, document and take appropriate action if a crime is committed. **Commissioner Gross** inquired how we can assist the public despite the phone issues. **DFO Tranzow** stated that if someone is witnessing a crime, they can contact LAPD directly and say "I am witnessing what I believe is cruelty or animal abuse," keeping in mind that there

are filters in place and LADP, ACTF and LAAS are aware of the legality of this particular event so if the caller says that what the practitioners are doing is illegal, we may not agree with it but it is not illegal; anyone witnessing something up to that point of after that point that is illegal should absolutely report it, such as the way the animals are housed. **GM Barnette** remarked that DFO Salazar's direct cell phone number was made available last year to some community leaders and volunteers, this year DFO Tranzow's direct number will be provided. **Commissioner Gross** recounted the experience of community members last year who reported acts of cruelty, LAPD responded by taking up a position of defending private property rights. **DFO Tranzow** remarked that he's seen a decline in activity over the past few years. **Commissioner Gross** credited the hard work of the animal activist community for the decline and introduced **Rabbi Jonathan Klein**. Rabbi Klein introduced fellow activist **Lisa Karlan** and spoke on the need for compassion and more conversation on species beside dogs and cats; we have this week when hens and rooster are flooding into neighborhoods all over Los Angeles and we're ill-equipped to understand our relationship with these animals and they are lost in a process of ritual over compassion; we must recognize the danger is akin to racism. Spoke on the tension between the First Amendment protection and animal cruelty; First Amendment protection is given a higher elevation in our culture than the protection of the animals; cruelty is overlooked because of the ritual; stated that the treatment of the animal matters. Rabbi Klein stated that three major cities in Israel have already outlawed Kapparot and it is ironic that we haven't done so in America. Recounted incident from last year that highlight moments of tension at the Hebrew Discovery Center in the San Fernando Valley; is convinced that it was due to a breakdown in communication between LAAS and LAPD so that when animal rights activists were using their First Amendment rights to disagree and protest the Center already had a relationship with LAPD and it made the calls of the community go unheard, overly policed and criminalized; two activist were arrested; there was vandalism that occurred as result of deep frustration by activists who saw a government system totally break down and they saw animals injured and tortured along the way, it led to people doing the wrong thing – is not condoning vandalism. Rabbi Klein called for more coordination, communication and rapid response. Thanked GM Barnette for providing the handouts for distribution and stated that it would be helpful if LAAS could inform the community of where rituals are taking place, if known. **Lisa Karlan** spoke on her prior experience calling several LAAS shelters and staff to report Kapparot issues, it took hours to get a hold of anyone and then over four hours for an officer to respond, the responder claimed that there was nothing to see at the location and Ms. Karlan stated that she was still standing by at the location and did not see anyone from LAAS there, it was an exercise in frustration; suggested that LAAS provide staff's cell phone numbers. Recounted that a S.W.A.T. team carrying guns, shields and batons was present at the incident at the Hebrew Discovery Center described by Rabbi Klein; protesters were unarmed and that response was unwarranted. Ms. Karlan quoted California Penal Code 599 (c) (Animal Welfare Provisions) and how it relates to 597 (a). **Rabbi Klein** spoke on need for LAAS to reach out to the districts of Councilmembers Blumenfield, Koretz and Wesson to intervene and communicate with them on this issue. **Commissioner Dicker** asked Rabbi Klein to reach out to him via email and suggested a Board discussion on procedural and legal challenges faced by the City on this issue.

Public Comment:

Marla Tauscher: Spoke the City's response to taking a position on this topic, thinks there's no excuse to not intervene, law needs to be challenged in court.

Andrew Brown: Spoke on his experience handling chickens at East Valley shelter; there needs to be as much anger about this as there was about Mugsley; wants to see LAAS call out practitioners of this ritual to shame them for this barbaric practice.

Whitney Smith: Spoke on experience working on Prop. 2 for HSUS in L.A. County and an incident where a goat that was raised in a dog kennel and was being primed to have its throat slit, the response from an East Valley Animal Control Officer was that Ms. Smith was being judgmental and discriminating against the practitioners' religious rights.

Gail Raff: Spoke on her experience as a resident of Valley Village, is aware that it is practiced in that area but can't see what happens behind closed doors, doesn't believe there's less of it, asked what she can do as a citizen.

Angie Aramayo: Urged the Board and GM to release a statement, this is animal cruelty.

Commissioner Gross recalled seeing video of the "militarized zone" described by Ms. Karlan, believes it is important that the Department work with the animal activists and is involved if there is a violation, asked for DFO Tranzow respond. **DFO Tranzow** stated that crowd control tactics used by LAPD are beyond the control of LAAS and spoke on experience working with LAPD while in the ACTF, plans to have discussions with staff at LAPD to bring up the issues brought up at this meeting regarding crowd control, cannot make any promises to how they respond tactically; can address that LAAS should be at the forefront of dealing with allegations. There was discussion about outreach to and roles of the other agencies and groups involved. **Commissioner Gross** instructed DFO Tranzow to connect and keep him apprised; stated that he hopes for a bigger impact in diminishing the activities of this awful and dreadful practice. **DFO Tranzow** stated that as an agent of the City he can work with Rabbi Klein to address allegations but he cannot be involved in any protest activity.

7. ADJOURNMENT

Meeting ended at 10:29 p.m.

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INTERIM ASSISTANT GENERAL MANAGER

Report to the Board of Animal Services Commissioners

COMMISSION MEETING DATE: September 26, 2017 **PREPARED BY:** John Forland

REPORT DATE: September 24, 2017 **TITLE:** Sr. Management Analyst II

SUBJECT: STATUS OF COUNCIL-APPROVED CHANGES TO DEPARTMENT FEES, FINES
AND CHARGES (CF 16-0043) – NOTE AND FILE

BOARD ACTION RECOMMENDED:

- Note and file this report. Request the City Attorney immediately prepare ordinances and documents necessary to implement the approved fee changes.

BACKGROUND:

As requested by the CAO, this Board Report is provided to update the Commission on actions to implement the 2016-17 Fee Study. The CAO requested that the Department prepare a report for the Commission summarizing the fee study, and in August the CAO concluded that a "note and file" only Board Report would be sufficient. The City Attorney is holding in abeyance the drafting of the implementing ordinances until this Commission has duly noted and filed this Report.

The 2015-16 budget instructs all Departments to annually review their fee structures and adjust rates to fully recover costs. At the same time, the Council asked that consideration be given to providing options for socio-economically challenged (low-income and homeless) residents. In response to this instruction, the Department prepared and submitted a transmittal letter to the City Council dated November 18, 2016 summarizing the fee study and recommending changes (see attached letter).

Fee Study Summary: The Department proposed revisions to 29 fees covering adoptions (6), licensing (1), microchips (1), redemptions (3), owner surrender (5), daily quarantine and evidence hold (4), permits (5), and trap rental (4). As a result of the study, 5 rates will decrease,

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Report to the Board of Animal Services Commissioners
SUBJECT: STATUS OF COUNCIL-APPROVED CHANGES TO DEPARTMENT FEES

14 will increase, 5 will be new, and 5 others will be converted from set fee amounts to donations only (see pages 3 – 8 of the transmittal letter to the Mayor).

Methodology: The last comprehensive Department fee study was completed in 2010. All time and motion study information in the 2016-17 study is based on recent time and motion calculations and current salary and overhead rates (using CAP 37) for each position classification involved. Several new time and motion studies were conducted for new fees. Materials, mileage, etc. were also calculated at current, full costs.

Cost Compared to Fee, Fine, or Penalty: The Department was asked to calculate the costs of administering each fee, fine or penalty. In all cases, the costs of administration and/or enforcement exceeded the revised, new fee amount by some margin. (See attached cost and revenue calculation comparisons.) There are two notes explaining how amounts were calculated.

Note A: The calculated cost of selling exotic birds includes the costs of seizure and extraordinary medical costs associated with treating injured exotic birds.

Note B: Fees for first, second and third redemptions are all considered part of a single, continuing enforcement action. Cumulative penalties and cumulative costs were compared side-by-side at each of the three steps – first, second, and third redemption. At each step, the cumulative enforcement cost exceeded the cumulative fine amount. (See Redemption Fines in attached Redemption spreadsheet.) As a result, the costs exceed the penalties.

FISCAL IMPACT:

Unknown

After extensive review of past collection levels and fee changes, it was determined the fiscal impact to the General Fund of these changes is not certain, especially for new fees and fees being converted to donations. Any attempt to project changes in revenue resulting from these proposed fee changes is speculative at this point. A negative impact on overall revenue is possible due to fee reductions to address socio-economic factors. The overall objective of fee reductions is to increase both quantities and revenue.

Approved:



Brenda Barnette, General Manager

Attachments:

- ☐ Transmittal Letter to Council 11/18/2016
- ☐ Prop 26 Compliance & Fee Study Analysis

BOARD ACTION:

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

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ASSISTANT GENERAL MANAGER

November 18, 2016

Honorable City Council
c/o Office of the City Clerk
200 North Spring Street
Room 395, City Hall
Los Angeles, CA 90012

RE: FEE STUDY - DEPARTMENT OF ANIMAL SERVICES

RECOMMENDATIONS

That the City Council, subject to approval of the Mayor:

1. APPROVE the augmentation of Department fees as described in this report.
2. DIRECT the City Attorney to prepare an ordinance to amend the Los Angeles Municipal Code (LAMC) consistent with the above action.

SUMMARY

The 2015-16 Adopted Budget instructs all City Departments to annually review the fee structures for their respective department services. The last comprehensive review and fee schedule update for the Department of Animal Services (DAS) was conducted and implemented in 2010 (Ordinance No. 181341). During that review process, much emphasis was placed on the concept of cost recovery and ensuring that labor intensive services such as permitting were carefully analyzed and appropriate fees assessed based on the Department's true costs for providing the service. Since then the cost of doing business has increased resulting in a need to review and propose revisions to several of our fees to attain cost recovery on appropriate services.

Even though operational costs are rising, the Department gives consideration to the needs of socio-economically challenged residents. From low-income City residents to the homeless

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population, there must be options in place to assist these residents to be compliant with the law and to give good pet care to their companion animals.

LOW INCOME SPAY/NEUTER REIMBURSEMENT FEES

The Discount and Free Spay/Neuter Certificate Program provides discount coupons for Los Angeles City residents and free vouchers for low income City residents to be redeemed at participating veterinary clinics for the spaying/neutering of companion animals. The discount coupons are available to any City of Los Angeles resident to encourage compliance with the mandatory spay/neuter ordinance in the City. Likewise the free vouchers, which cover the cost of the entire surgery, are available to low-income residents. In May 2016, the City Council adopted a proposal to increase the monetary value of both the discount coupon and the free vouchers. The discount coupons went from \$30 to \$50 for dogs and rabbits while the free vouchers were increased from \$70 to \$125 for dogs and rabbits. Cats remain \$30 and \$70 for the coupons and vouchers, respectively.

ADOPTION FEES

The chart below outlines the Department's current adoption fee schedule with proposed changes highlighted in gray. The total adoption fees are inclusive of adoption cost, spay/neuter, license (dog and horses only) for City residents, and microchipping. In analyzing these fees, the Department considered that increases could deter the adoption of shelter animals costing more in the long run to care for the animal longer. In some cases, decreased fees were more appropriate. The adult cat population continues to grow in our shelters. In past years the Department has received grants from animal welfare organizations such as the ASPCA to underwrite the adoption costs of adult cats. It is anticipated that these monies will no longer be available in coming years. As such the adoption rate for adults cats is expected to decline unless the fees are reduced to a level that encourages their adoption. As such, a fee reduction is proposed for adult cats (over 4 months).

There are, however, a group of animals that are highly desirable and would likely result in an increase in revenue with an increase in fees. Puppies and kittens are sought-after companion animals. The current \$102.00 adoption fee is far below the competitive rate. Some comparable municipalities such as Long Beach charge \$255 for puppy adoptions (3 months and under). Another concern related to the current fee is that the low cost for adopting these animals sometimes results in adoption by retailers that can/do sell the animals to the community at a substantial upcharge. In the way of statistics, in calendar year 2015 the Department adopted out 1,853 puppies to the public. At \$150/each, the additional revenue for puppies would have been nearly \$89K for the year.

In addition to the fee increase proposal for puppies and kittens, the Department is recommending a separate adoption fee for exotic birds. As you will note, the current bird fee is \$17. This fee is the same regardless of the type/species of bird. While \$17 maybe a fair charge for a pigeon or a parakeet, exotic birds such as macaws and African parrots should not be adopted for such a low fee. During the current fiscal year, the Department has had over 100 exotic birds come through the shelter system. With the market value for some of these animals is well over of \$500, it would be wise for the Department consider these animals as separate adoptions with a fair charge for their acquisition.

SERVICE/ITEM	CLASS	CURRENT FEE	PROPOSED FEE
ADOPT BIRD	SHELTER	\$17.00	NO CHANGE
ADOPT EXOTIC BIRD	SHELTER	NEW	\$250.00
ADOPT BOVINES/CALVES	SHELTER	\$325.00	NO CHANGE
ADOPT KITTEN (4 mos and under)	SHELTER	NEW	\$50.00
ADOPT CAT	SHELTER	\$76.00	\$25.00
ADOPT PUPPY (4 mos and under)	SHELTER	NEW	\$150.00
ADOPT DOG	SHELTER	\$102.00	NO CHANGE
ADOPT EQUINE	SHELTER	\$325.00	NO CHANGE
ADOPT HOG	SHELTER	\$23.00	NO CHANGE
ADOPT OTHER	SHELTER	\$26.00	NO CHANGE
ADOPT POULTRY	SHELTER	\$17.00	NO CHANGE
ADOPT RABBIT	SHELTER	\$56.00	NO CHANGE
ADOPT REPTILE	SHELTER	\$17.00	NO CHANGE
ADOPT RODENT	SHELTER	\$17.00	NO CHANGE
ADOPT SHEEP	SHELTER	\$23.00	NO CHANGE
ADOPT SIMIAN	SHELTER	\$23.00	NO CHANGE
DISCOUNT CAT ADOPT	SHELTER	\$50.50	\$12.50
DISCOUNT DOG ADOPT	SHELTER	\$63.50	NO CHANGE
DISCOUNT RAB ADOPT	SHELTER	\$48.00	NO CHANGE
NEW HOPE CAT ADOPT	SHELTER	\$50.00	\$25.00
NEW HOPE DOG ADOPT	SHELTER	\$50.00	NO CHANGE
NEW HOPE RABBIT ADOPT	SHELTER	\$50.00	NO CHANGE
NEW HOPE RODENT ADOPT	SHELTER	\$2.00	NO CHANGE

LICENSING FEES

Overall, we do not recommend increasing licensing fees as our fees are consistent with or higher than other municipalities such as the County of Los Angeles. We do not want to decrease the likelihood of compliance with LAMC licensing requirements. As the Department continues with effort to increase licensing compliance through the License Canvassing Program and the Administrative Citation Enforcement Program, we expect to further increase the number of pets with valid licenses and recommend maintaining the current fee structure.

The Department would like to increase the use of microchips in companion animals. While every animal that is adopted from a shelter is outfitted with a microchip, we recommend making the charge for private citizens who come to the shelter to purchase a microchip for their animal consistent with the cost for a shelter pet microchip.

SERVICE/ITEM	CLASS	CURRENT FEE	PROPOSED FEE
BREEDER'S PERMIT	TAG	\$235.00	NO CHANGE
CIVIL PENALTY 250	TAG2	\$250.00	NO CHANGE
DUPLICATE LICENSE	TAG	\$3.00	\$5.00

HUMANE LICENSE (New Hope only)	TAG	\$5.50	NO CHANGE
LICENSE (DISABLED CITIZEN)	TAG	\$10.00	NO CHANGE
LICENSE (SENIOR CITIZEN)	TAG	\$10.00	NO CHANGE
LICENSE DOG (ALTERED)	TAG	\$20.00	NO CHANGE
LICENSE DOG (UNALTRED)	TAG	\$100.00	NO CHANGE
LICENSE DOG 3 YRS	TAG	\$55.00	NO CHANGE
LICENSE EQUINE	TAG	\$14.00	NO CHANGE
LICENSE EQUINE 2 YRS	TAG	\$22.40	NO CHANGE
LICENSE EQUINE 3 YRS	TAG	\$29.40	NO CHANGE
LICENSE EQUINE 4 YRS	TAG	\$33.60	NO CHANGE
LICENSE EQUINE 5 YRS	TAG	\$35.00	NO CHANGE
LICENSE JUNKYARD DOG	TAG	\$50.00	NO CHANGE
LICENSE SENTRY DOG	TAG	\$50.00	NO CHANGE
MCHIP ADOPT RABBITS	TAG	\$15.00	NO CHANGE
MCHIP OWNER REQUEST	TAG	\$25.00	\$15.00
MICROCHIP REDEMPTION	TAG	\$15.00	NO CHANGE
RESTRICTED DOG PERMIT	TAG	\$120.00	NO CHANGE
TEMP LIC W/O S/N PRF	TAG	\$20.00	NO CHANGE

REDEMPTION FEES

Redemption fees are charged for the release of an owned animal that has been impounded from the shelter. Redemption fees are not calculated on a cost-recovery basis. Cost recovery would make it too expensive for most pet owners to redeem their animals resulting in more animals being left in the care of the shelter and further raising the overall expense to the City. It is important to ensure that redemption fees are reasonable and feasible for pet owners. Even at the current rates low-income and homeless pet owners require financial assistance. This assistance is available at the three large shelters (North Central, South Los Angeles, and East Valley) through our partnerships with nonprofit intervention groups. These groups provide a variety of assistance to pet owners to help them keep their animals in their homes. The groups receive some assistance for redemption fees for clients from the Animal Welfare Trust Fund as approved by the Board of Animal Services Commissioners in early 2016.

The proposed changes to the redemption fee schedule are the addition of exotic bird redemptions and a modest increase in the penalty fine for second and third time redemption of unaltered animals. Please also be advised that the Department does, in most cases, require that an animal be altered on the third impound.

SERVICE/ITEM	CLASS	CURRENT FEE	PROPOSED FEE
REDEEM BIRD	SHELTER	\$17.00	NO CHANGE
REDEEM EXOTIC BIRD	SHELTER	N/A	\$75.00
REDEEM BOVINES/CALVES	SHELTER	\$325.00	NO CHANGE
REDEEM CAT (EVERY TIME)	SHELTER	\$21.00	NO CHANGE
REDEEM CAT 2 TIMES	SHELTER	\$13.00	NO CHANGE

REDEEM CAT 3 TIMES	SHELTER	\$26.00	NO CHANGE
REDEEM DOG 1 TIME (EVERY TIME)	SHELTER	\$47.00	NO CHANGE
REDEEM DOG 2 TIMES	SHELTER	\$25.00	NO CHANGE
REDEEM DOG 3 TIMES	SHELTER	\$50.00	NO CHANGE
REDEEM HOG	SHELTER	\$23.00	NO CHANGE
REDEEM EQUINE	SHELTER	\$325.00	NO CHANGE
REDEEM OTHER	SHELTER	\$23.00	NO CHANGE
REDEEM POULTRY	SHELTER	\$17.00	NO CHANGE
REDEEM RABBIT	SHELTER	\$56.00	NO CHANGE
REDEEM REPTILE	SHELTER	\$17.00	NO CHANGE
REDEEM RODENT	SHELTER	\$13.00	NO CHANGE
REDEEM SHEEP	SHELTER	\$23.00	NO CHANGE
REDEEM SIMIAN	SHELTER	\$23.00	NO CHANGE
REDEEM CAT FORCE STERILIZATION	SHELTER	\$40.00	NO CHANGE
REDEEM DOG FORCE STERILIZATION	SHELTER	\$40.00	NO CHANGE
REDEMPTION FINE 1 ST (UNALTERED)	SHELTER	\$35.00	NO CHANGE
REDEMPTION FINE 2 ND (UNALTERED)	SHELTER	\$50.00	\$70
REDEMPTION FINE 3 RD (UNALTERED)	SHELTER	\$100.00	\$150

SURRENDER FEES

Owner surrender fees have been a regular topic of conversation over the past several years. Strong opinions have been offered to the Department through Board of Animal Services Commission meetings, Personnel and Animal Welfare Committee meetings, and even through face to face citizen contact that indicate unaffordable owner surrender fees result in stray animals. While the Department is sensitive to this issue and have certainly waived owner surrender fees on a case by case basis to avoid possible abandonment, a permanent fix is necessary to address this very serious issue.

In a meeting of the Personnel and Animal Welfare Committee meeting in mid 2016, Councilmember Harris-Dawson offered a suggestion. He asked whether owner surrender fees could be reclassified as donations rather than fees. In this way, those pet owners who are able to afford a donation toward the care of their animal could do so while those who are unable can still surrender their animals to the shelter. The Department finds this to be an innovative solution and proposes these changes as described. Note that there is no proposal to change the owner surrender fee of equine. This is largely due to level of care required by these animals.

SERVICE/ITEM	CLASS	CURRENT FEE	PROPOSED FEE
OWNER SURRENDER FEE CAT	SHELTER	\$22.00	Donation only
OWNER SURRENDER FEE DOG	SHELTER	\$25.00	Donation only
OWNER SURRENDER FEE EQUINE	SHELTER	\$237.00	
OWNER SURRENDER FEE OTHER ANIMAL	SHELTER	\$24.00	Donation only
OWNER SURRENDER FEE RABBIT	SHELTER	\$18.00	Donation only

OWNER SURRENDER FEE SML ANIMAL	SHELTER	\$11.00	Donation only
OWNER SURRENDER PICKUP (Cat)	KENNEL	\$56.00	NO CHANGE
OWNER SURRENDER PICKUP (Dog)	KENNEL	\$59.00	NO CHANGE
OWNER SURRENDER PICKUP (Equine/Livestock)	KENNEL	\$333.00	NO CHANGE
OWNER SURRENDER PICKUP (Other)	KENNEL	\$55.00	NO CHANGE

LIEN/QUARANTINE FEES

Lien and quarantine fees are those charged to redeem animals that are in the Department's custody as a result of a mandatory quarantine associated with a bite/attack or animals that are a part of an open investigation pending possible legal action. These rates are the average daily costs for staff time, food, and materials for providing basic services including routine medical intake and exit exams, daily feeding, and periodic kennel cleaning; and, do not include costs for providing additional medications that may be required to treat a sick or diseased animal or surgery for an injured animal.

SERVICE/ITEM	CLASS	CURRENT FEE	PROPOSED FEE
QUARANTINE OR EVIDENCE 1 TO 7 DAY (CAT)	SHELTER	\$25.87/day	\$29.57/day
QUARANTINE OR EVIDENCE 1 TO 7 DAY (DOG)	SHELTER	\$29.52/day	\$29.57/day
QUARANTINE OR EVIDENCE 8+ DAYS (CAT)	SHELTER	\$13.19/day	\$16.39/day
QUARANTINE OR EVIDENCE 8+ DAYS (DOG)	SHELTER	\$16.84/day	\$16.39/day

PERMIT FEES

Permits is a major fee program for the department and is one area of the Department's service that can be arranged to obtain full cost recovery. The permitting process can be long and require a great deal of staff time. In assessing that staff time and making updates since the last fee review in 2010, there are four permits for which we are currently charging less than is spent in the process. As such it is recommended that these permits be appropriately adjusted as indicated to recover all costs associated with the service.

The last proposed change is the addition of a Circus Permit with Veterinarian Review. In past years, the Department has paid the out-of-pocket expense associated with veterinarian review of circus animals. This cost can range from \$5000 to \$8000 depending upon length of circus and travel expenses for the veterinarian. This proposal seeks to recover these costs through the permitting process. In some case, a veterinarian review may not be necessary. The Department will take this issue to the Board of Animal Services Commission to set policy on which circuses will need the veterinarian review and which will not.

SERVICE/ITEM	CLASS	CURRENT FEE	PROPOSED FEE
PERMIT ALLIG, OSTRICH, WILD	SHELTER	\$290.00	NO CHANGE
PERMIT AML ACTS AND EXHIBIT	SHELTER	\$425.00	NO CHANGE
PERMIT ANIMAL RENTAL EST	SHELTER	\$265.00	\$290.00
PERMIT AVIARY	SHELTER	\$130.00	NO CHANGE

PERMIT CARRIER, HOMING PIGE	SHELTER	\$290.00	NO CHANGE
PERMIT CAT KENNEL	SHELTER	\$290.00	NO CHANGE
PERMIT CIRCUS (WITH VET REVIEW)	SHELTER	N/A	\$8,600.00
PERMIT CIRCUS (WITHOUT VET REVIEW)	SHELTER	\$4,000.00	NO CHANGE
PERMIT DOG KENNEL	SHELTER	\$305.00	NO CHANGE
PERMIT DOG, CAT, PET SHOW	SHELTER	\$425.00	NO CHANGE
PERMIT FILM, TV, THEATRICAL	SHELTER	\$300.00	\$680.00
PERMIT GROOMING PARLOR	SHELTER	\$160.00	\$180.00
PERMIT MISC AML OR RPTL EST	SHELTER	\$205.00	NO CHANGE
PERMIT PET SHOP	SHELTER	\$290.00	NO CHANGE
PERMIT RIDING ACADEMY ETC	SHELTER	\$325.00	NO CHANGE
PERMIT RODEO	SHELTER	\$1,660.00	NO CHANGE
PERMIT ZOO	SHELTER	\$185.00	\$220.00

PENALTY/LATE FEES

Currently the Department charges very little penalty and late fees for expired licenses and permits. This is largely due to the ideal that large penalties discourage renewals and it is far more important to have licenses and permits renewed. The below listed fees are adequate at this time.

SERVICE/ITEM	CLASS	CURRENT FEE	PROPOSED FEE
LATE FEE DOG LICENSE (ALTERED)	TAG2	\$5.00	NO CHANGE
LATE FEE DOG LICENSE (DISABLED CITIZEN)	TAG2	\$2.50	NO CHANGE
LATE FEE DOG LICENSE (SR. CITIZEN)	TAG2	\$2.50	NO CHANGE
LATE FEE DOG LICENSE (UNALTERED)	TAG2	\$25.00	NO CHANGE
LATE FEE HORSE LICENSE	TAG2	\$5.00	NO CHANGE
LATE FEE JNKYARD DOG LICENSE (ALTERED)	TAG2	\$12.50	NO CHANGE
LATE FEE JNKYARD DOG LICENSE (UNALTERED)	TAG2	\$37.50	NO CHANGE
LATE FEE SENTRY DOG LICENSE	TAG2	\$12.50	NO CHANGE
PENALTY PERMIT ALLIG,OSTR,WLD	SHELTER	\$43.50	NO CHANGE
PENALTY PERMIT AML ACTS &EXHBT	SHELTER	\$63.75	NO CHANGE
PENALTY PERMIT AML RENTAL EST	SHELTER	\$39.75	NO CHANGE
PENALTY PERMIT AVIARY PERMIT	SHELTER	\$19.50	NO CHANGE
PENALTY PERMIT CAR,HMNG PIGEN	SHELTER	\$43.50	NO CHANGE
PENALTY PERMIT CIRCS PERMIT	SHELTER	\$600.00	NO CHANGE
PENALTY PERMIT CT KNL PMT	SHELTER	\$43.50	NO CHANGE
PENALTY PERMIT D KNL PERMIT	SHELTER	\$45.75	NO CHANGE
PENALTY PERMIT DG,CT,PET SHOP	SHELTER	\$43.50	NO CHANGE
PENALTY PERMIT DG,CT,PET SHOW	SHELTER	\$63.75	NO CHANGE
PENALTY PERMIT FLM,TV,THEATRC	SHELTER	\$45.00	NO CHANGE

PENALTY PERMIT GRMING PARLOR	SHELTER	\$24.00	NO CHANGE
PENALTY PERMIT MS AML/RPTL EST	SHELTER	\$30.75	NO CHANGE
PENALTY PERMIT NLTY RD ACADEMY ETC	SHELTER	\$48.75	NO CHANGE
PENALTY PERMIT NON CITY AMLS	SHELTER	\$18.50	NO CHANGE
PENALTY PERMIT PET SHOP PERMIT	SHELTER	\$43.50	NO CHANGE
PENALTY PERMIT RODEO PERMIT	SHELTER	\$249.00	NO CHANGE
PENALTY PERMIT ZOO PERMIT	SHELTER	\$27.75	NO CHANGE

MISCELLANEOUS FEES

Traps are requested from members of the public largely to lure and/or retrieve their own personal pets. These traps come in two sizes and are charged a daily rate. Citizens come into the shelters and leave a deposit and upon return of the trap, the deposit is returned less the daily rate for the equipment. These proposed fee increases cover the rising costs of replacing lost, damaged, and stolen equipment.

SERVICE/ITEM	CLASS	CURRENT FEE	PROPOSED FEE
TRAP FEE (Small Trap/Daily)	KENNEL	\$3.00	\$7.50
TRAP FEE (Large Trap/Daily)	KENNEL	\$5.00	\$15.00
TRAP DEPOSIT (Small)	KENNEL	\$30.00	\$75.00
TRAP DEPOSIT (Large)	KENNEL	\$50.00	\$150.00

The Department of Animal Services request approval, in accordance with the Los Angeles Municipal Code (LAMC) Section 53.12(a), to update the existing fees charged for costs incurred by the City in connection with animal impoundment and adoption activities. The proposed fees, are in compliance with the City's policies requiring full cost recovery for special services.

Respectfully Submitted,

Brenda F. Barnette

Brenda F. Barnette
 General Manager
 Department of Animal Services

FY 2016-17 DEPARTMENT OF ANIMAL SERVICES FEE CHANGE PROPOSED FEE AND CURRENT COST

FEE AND PERMIT TYPE	PROPOSED FEE	CURRENT COST	DIFFERENCE
ADOPT EXOTIC BIRD*	\$250.00	\$297.67	\$47.67
ADOPT PUPPY (4 mos and under)	\$150.00	\$323.33	\$173.33
DUPLICATE LICENSE	\$5.00	\$5.38	\$0.38
PERMIT ANIMAL RENTAL ESTABLISHMENT	\$290.00	\$311.50	\$21.50
PERMIT FILM, TV, THEATRICAL	\$680.00	\$739.15	\$59.15
PERMIT GROOMING PARLOR	\$180.00	\$192.34	\$12.34
PERMIT ZOO	\$220.00	\$232.06	\$12.06
QUARANTINE OR EVIDENCE 1-7 DAY (CAT)	\$29.57	\$29.57	\$0.00
QUARANTINE OR EVIDENCE 1-7 DAY (DOG)	\$29.57	\$29.57	\$0.00
QUARANTINE OR EVIDENCE 8+ DAYS (CAT)	\$16.39	\$16.39	\$0.00
REDEEM EXOTIC BIRD	\$75.00	\$297.67	\$222.67
REDEMPTION FINE 2 ND (UNALTERED)	\$70.00	\$228.62	\$158.62
REDEMPTION FINE 3 RD (UNALTERED)	\$150.00	\$342.92	\$192.92
TRAP DEPOSIT (Large)	\$150.00	\$170.69	\$20.69
TRAP FEE (LargeTrap/Daily)	\$15.00	\$170.69	\$155.69
PERMIT CIRCUS (WITH VET REVIEW)*	\$8,600.00	\$8,912.41	\$312.41
TRAP DEPOSIT (Small)	\$75.00	\$170.69	\$95.69
TRAP FEE (Small Trap/Daily)	\$7.50	\$170.69	\$163.19
ADOPT CAT	\$25.00	\$324.17	\$299.17
ADOPT DISCOUNT CAT ADOPT	\$12.50	\$324.17	\$311.67
ADOPT KITTEN (4 mos and under)	\$50.00	\$308.46	\$258.46
ADOPT NEW HOPE CAT ADOPT	\$25.00	\$324.17	\$299.17
MICROCHIP OWNER REQUEST	\$15.00	\$39.73	\$24.73
QUARANTINE OR EVIDENCE 8+ DAYS (DOG)	\$16.39	\$16.39	\$0.00
OWNER SURRENDER FEE CAT	DONATION	\$114.97	N/A
OWNER SURRENDER FEE DOG	DONATION	\$113.65	N/A
OWNER SURRENDER FEE OTHER ANIMAL	DONATION	\$81.68	N/A
OWNER SURRENDER FEE RABBIT	DONATION	\$84.41	N/A
OWNER SURRENDER FEE SMALL ANIMAL	DONATION	\$54.48	N/A

Per Council File # 16-0043, Department of Animal Services report to the City Council on November 18, 2016

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**DEPARTMENT OF
ANIMAL SERVICES**
221 North Figueroa Street
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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: September 26, 2017

PREPARED BY: John Forland

REPORT DATE: September 22, 2017

TITLE: Sr. Management Analyst II

SUBJECT: APPROVE RELEASE OF REQUEST FOR BIDS TO PROVIDE DIAGNOSTIC
LABORATORY SERVICES AND EXTEND CURRENT AGREEMENT FOR UP TO
90 DAYS

BOARD ACTION RECOMMENDED:

- Approve release of a Request for Bids (RFB) to provide diagnostic laboratory testing services
- Authorize the General Manager to advertise, select the best qualified bidder, negotiate the terms of an agreement and request approval of the Board of Commissioners to enter into the agreement
- Authorize the General Manager to extend the current agreement with Idexx Services for up to 90 days as needed until the new agreement is in place to allow services to continue without interruption

BACKGROUND:

The Department and the LA City Zoo require diagnostic laboratory testing services of a qualified vendor to test animal tissue and blood samples and provide timely test results to determine medical conditions or status of animals in order to provide humane care, determine the cause of injury, illness or death, or to the prevent spread of disease. The current contract with Idexx Lab Services will expire on December 31, 2017. Both the Department and the Zoo seek to continue this important service. The new agreement will provide for a three-year agreement with three one-year renewal options. (These are the same terms as the existing agreement.) The Department and the Zoo currently spend about \$45,000 per year to receive these services. Prospective bidders provide price lists of proposed charges for each service requested. The selection decision is based on the lowest overall prices provided by a qualified bidder.

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AN EQUAL OPPORTUNITY EMPLOYER

Visit our website at www.LAAnimalServices.com

Report to the Board of Animal Services Commissioners
SUBJECT: APPROVE RELEASE OF REQUEST FOR BIDS TO PROVIDE DIAGNOSTIC
LABORATORY SERVICES AND EXTEND CURRENT AGREEMENT FOR UP TO
90 DAYS

FISCAL IMPACT:

General Fund: The Department of Animal Services spends about \$15,000 per year and the LA City Zoo spends about \$30,000 per year to procure these services. Future expenditures are anticipated to continue as this level with small periodic increases due to inflation. Funds are available in each of the department budgets to cover these expenditures.

Approved:

Brenda F. Barnette

Brenda Barnette, General Manager

Attachments:

Request for Bids (RFB) for Diagnostic Laboratory Testing Services
Draft Personal Services Agreement
Draft Fourth Amended Agreement with Idexx Laboratories, Inc.
Bidder Information Form
Bidder Worksheet

BOARD ACTION:

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



**City of Los Angeles
Department of Animal Services
REQUEST FOR BIDS
(RFB)
For
Diagnostic Laboratory Testing Services
(Small Animals and Exotics)**

Description: The Department seeks as-needed services of a diagnostic laboratory testing service to pick up, test, and provide test results for a wide variety of samples (tissue, blood, etc.) taken from animals under the City's care and control (i.e. animals housed in the Department of Animal Services' shelters, and the Los Angeles Zoo). Services are required for small animals (Department of Animal Services) and exotics (Los Angeles Zoo). Additionally, necropsies are occasionally requested. The Los Angeles Zoo will also require the services of the selected vendor(s), in which case the selected vendor(s) shall agree to provide the same services to the Zoo under the same terms, prices, and conditions of the awarded contract.

RFB Release Date:	September 27, 2017
Deadline to Submit Bids:	October 30, 2017, no later than 3:00 PM Pacific Time
Bids to be delivered to:	City of Los Angeles, Department of Animal Services Attention: John Forland 221 North Figueroa Street, Suite 600 Los Angeles, California 90012
Contract term:	Three (3) Years Multiple contracts may be awarded Contracts shall be non-exclusive
Renewal option:	Up to three additional one-year terms.
Estimated annual usage:	Animal Services: approx. \$30,000/year Los Angeles Zoo: approx. \$85,000/year
RFB and Contract Administrator:	John Forland Phone: (213) 482-9554 Fax: (213) 482-9518 john.forland@lacity.org

I. INTRODUCTION

The City of Los Angeles ("City") Department of Animal Services ("Department") is releasing this Request for Bids ("RFB") for diagnostic laboratory testing services for itself and for the Los Angeles City Zoo (LA Zoo). The Department requires testing for small companion animals (dogs, cats, rabbits, etc.), and the LA Zoo requires testing for a variety of exotics (mammals, reptiles, avians, etc.). The Department intends to award a three-year contract, renewable at the City's sole discretion for up to an additional three years, with one or more vendors who are qualified to provide said services. Contracts shall be non-exclusive and will be awarded to the lowest responsible bidder(s) that meet or exceed(s) the City's requirements as stated in this RFB. The RFB may be found at www.LABAVN.org

Definitions

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

- "Bidder" shall mean any individual, corporation, or other entity who submits a bid in response to this RFB.
- "Board" shall mean the Board of Animal Services Commissioners.
- "City" shall mean the City of Los Angeles, acting by and through the Department of Animal Services.
- "Contract" shall be synonymous with "Agreement" and shall mean the agreement(s) executed through this RFB.
- "Contractor" shall be synonymous with "Vendor" and shall mean the individual, corporation, or other entity to which an agreement is awarded.
- "Department" shall mean the Department of Animal Services.
- "LABAVN" or "BAVN" shall mean the Los Angeles Business Assistance Virtual Network which is the online bidding system of the City of Los Angeles located at www.labavn.org/ to notify bidders, proposers and subcontractors of opportunities to provide commodities or services to the City, and details of the selection process to be used including use of subcontractors. With certain exceptions, all City commodities and services are procured through LABAVN.
- "Zoo" shall mean the City of Los Angeles Zoo.

II. ABOUT THE DEPARTMENT OF ANIMAL SERVICES

The Department operates six shelters which are open to the public and house animals available for adoption. One additional shelter houses animals being kept under special circumstances (such as quarantined animals, evidence animals, etc.). The City employs veterinary medical staff, including veterinarians and registered veterinary technicians, to look after the health of the center's animals and treat those needing special care.

The Department's Shelters are located as follows:

East Valley, 14409 Vanowen Street, Van Nuys, 91405

West Valley, 20655 Plummer Street, Chatsworth, 91311

Harbor, 957 N. Gaffey Street, San Pedro, 90731

North Central, 3201 Lacy Street, Los Angeles, 90031

West Los Angeles, 11361 West Pico Blvd, Los Angeles, 90064

South Los Angeles at Chesterfield Square, 1850 West 60th St., Los Angeles, 90047

One additional location houses impounded animals and includes medical facilities:

Northeast Valley, 15321 Brand Blvd., Mission Hills, 91345

III. ABOUT THE LOS ANGELES ZOO AND BOTANICAL GARDENS

The Los Angeles Zoo houses over 1100 animals representing over 300 different species. Maintaining, caring for, and propagating such a diverse collection of animals require specific expertise on these animals. The animals are provided top notch veterinary care by a staff of specialized veterinarians, veterinary technicians, animal keepers, and other Zoo staff.

The Los Angeles Zoo is located at 5333 Zoo Drive, Los Angeles 90027.

IV. REQUIRED SERVICES AND QUALIFICATIONS

The Department seeks as-needed services of a diagnostic laboratory testing service to pick up, test, and provide test results for a wide variety of samples (tissue, blood, etc) taken from animals under the City's care and control (i.e. animals housed in the Department of Animal Services' Shelters, and the Los Angeles Zoo). Additionally, necropsies are occasionally needed to establish a cause of death for impounded or recently-adopted animals. The Los Angeles Zoo will also require the services of the selected vendor(s), in which case the selected vendor(s) shall agree to provide the same services to the Zoo under the same terms, prices, and conditions of the awarded contract.

The Scope of Services, as well as other contract terms, are set forth in the Draft Agreement, attached and incorporated herein as Attachment A. Key service and qualifications provisions in the Draft Agreement are also indicated below.

Bidder must demonstrate that they are qualified as indicated below and certify that they are able to comply with all contract provisions in the Draft Agreement.

A. Services:

The required services include, but are not limited to, the following:

- Small animal profiles/ special tests
- Equine profiles/ special tests
- Bovine profiles/ special tests
- Avian, reptile, small mammals profiles/special tests
- Cytology, histopathology, and related services
- Microbiology, serology, and toxicology
- Common test combinations
- Individual diagnostic tests
- Necropsies

A list of common tests required by the Department is attached to the Draft Agreement as Exhibit B, Common Diagnostic Laboratory Tests.

B. Qualifications

To be awarded a contract, the bidder must be qualified as follows:

- Have a minimum of ten (10) years experience providing services within clinical pathology, microbiology, histology, cytology, and serology departments.
- Maintain on staff Board-certified specialist(s) in Veterinary Clinical Pathology for diagnostic analysis and consultation for laboratory result review. Must be proficient at reading exotic species pathology to include but not limited to reptilian, avian, amphibian, and fish samples. Staffing must also include Board-certified Veterinarians with ACVP, ABVP, ACVIM, and ACVD specialties and full-time licensed Medical Technologists.
- Operate 24 hours.

- Use state-of-the-art equipment with approved reagents and controls that are the same or equivalent to major human laboratories.
- Subscribe to quality assurance and proficiency programs such as VLA Quarterly, SCE EQUAS, Bio-RAD's QC on Call, R&D QC Program, Trinity Biotech Reliant C Program, or their equivalents.
- Conduct standardized internal proficiency testing and training on a regularly scheduled basis, and provide results to Department upon request.
- Allow Departments to conduct pre-arranged inspections of Contractor facilities if requested.
- Provide professional seminars for continuing education credits for staff and clients.

V. CONTRACT TERMS

The Department will procure services from the vendor under a Personal Services Agreement with the City of Los Angeles. As required by the City Charter, these agreements are awarded through a competitive bid process. To be considered for award of an agreement, interested parties must respond to this RFB according to the instructions and guidelines stated herein. Bidder(s) who demonstrate they are qualified to provide the required services, at the best overall value to the City, will be recommended for award.

A. Draft Agreement and Standard Provisions

The attached Draft Agreement (Attachment A) will be the Agreement, substantially in the form as attached, to provide the services. Attached to the Agreement are the City's Standard Provisions for City Contracts (Rev. 03/09).

B. Term

Unless terminated earlier pursuant to the Agreement or pursuant to termination provisions within the attached exhibits incorporated herein, the term of any agreements awarded as a result of this RFB shall be three (3) years, renewable at the City's sole discretion for up to three additional one-year terms, for a maximum of six years.

C. Deliverables

The deliverables required of the Contractor shall include written reports for the testing services provided to the City. The Contractor shall be required to post results of tests on their Internet website. Reports shall also be provided to the Department via fax or email as requested. The Contractor shall be required to provide a dedicated fax machine to the Zoo, which will be used by the Zoo solely for receiving written test results from the Contractor. Section VI. B of the Draft Agreement provides complete details regarding the required deliverables.

D. Estimated Expenditures

The Department estimates expenditures for these services to be approximately \$30,000 per year. The Zoo estimates its expenditures for these services to be approximately \$85,000 per year. Estimates are based on prior years' usage. No guarantee is given or implied that these amounts will be reached or that they will not be exceeded.

E. Proposed Prices

Bidders must submit a current Price List, which will be incorporated into the final executed Agreement.

Discounts: Any additional discounts offered to the City shall also be incorporated into the final executed Agreement.

F. Insurance Requirements

The Contractor will be required to name the City of Los Angeles as additional insured. Insurance Requirements are set forth in Exhibit E of the Draft Agreement.

VI. BID REQUIREMENTS

A. Deadline for Submission

Bids must be received by **Monday, October 30, 2017, no later than 3:00 PM Pacific Time** at the address listed below.

B. How and Where to Submit your Bid

Bidder has the option to submit printed or electronic bid documents.

Printed: Submit your printed bid documents in a sealed envelope or box labeled "Bid to Provide Diagnostic Laboratory Testing Services." Indicate your name and address on the outside and deliver to:

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

Provide one (1) original and three (3) photocopies and plainly identify the respective documents.

Electronic: Submit complete and signed documents to: john.forland@lacity.org

C. Administrative Requirements for Submittal

1. Acknowledgment of Terms and Conditions: A bid submitted in response to this RFB shall constitute acknowledgment and acceptance of all terms and conditions set forth herein. Failure of the awarded bidder to accept these obligations may result in cancellation of the Contract award.

2. Format of Bids: Bids must be typewritten, in English, and should be prepared simply and economically, avoiding the use of unnecessary promotional materials.

3. The RFB and the bid, 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 Bidder(s).

4. The City reserves the right to withdraw this RFB at any time, to reject any and all bids, 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 bidder may withdraw a bid in writing at any time prior to the specified due date and time. Faxed or emailed withdrawals will be accepted. A written request to withdraw, signed by the bidder's authorized representative, must be submitted to the Department at the street or email address specified herein for submittal of bids. After withdrawing a previously submitted bid, the bidder may submit another bid at any time up to the specified submission deadline. All bids

submitted and not withdrawn prior to the end of the submission deadline may not be withdrawn for a period of ninety (90) days after the deadline.

6. Timeliness of Bids: Allow adequate mail delivery time; late bids will not be considered. The City reserves the right to determine the timeliness of all bids submitted. At the day and time appointed, all timely-submitted bids will be opened and the name of the bidder(s) may be announced. No other information about the bids will be made public until after the Board has recommended an award.

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, bidders will have the right to revise their bids. Bids may be withdrawn personally, by written or electronic request, before an extended deadline if it has been extended by the City.

8. All bids submitted in response to this RFB become the property of the City.

9. Prohibition of Communication During Evaluation Period: After bids are received and before a Contract has been awarded, all City personnel involved in the RFB will be specifically directed against holding any meetings, conferences, or technical discussions with any bidder except as provided in the RFB. Questions regarding this RFB should be directed only to the RFB/ Contract Administrator indicated in this RFB. Failure to comply with this requirement may terminate further consideration of that bid.

10. Cost of Preparation: All costs of bid preparation shall be borne by the bidder. The City shall not, in any event, be liable for any expenses incurred by the bidder in the preparation and/or submission of the bid.

11. Questions: For questions regarding this RFB, contact John Forland at (213) 482-9554, or at john.forland@lacity.org

VII. CONTENTS OF SUBMITTED BIDS

ALL items requested must be included in your bid. Your bid must include the following:

A. Bidder Information Form

Complete and submit the Bidder Information Form (Attachment B). The Form is available online at www.labavn.org/ Log in, or create a log in identity, download the file, complete and print the form, and include it in your submitted bid. All information in the Bidder Information Form must be provided. Incomplete forms may render your bid non-responsive.

B. Bid Worksheet and Current Price List

Common services needed by the Department are listed in the Bid Worksheet, attached and incorporated herein as Attachment C. This worksheet is available online at www.labavn.org/.

Bidder must complete the worksheet showing your proposed prices to be charged to the City for selected services. Download the file, enter your prices, print the completed worksheet, and include the worksheet in your submitted bid.

Attach a copy of your current price list with your bid. Price list must show your company's name, a comprehensive list of services available, and the price of each service. If additional discounts are proposed, indicate so on the Bidder Information Form and Bidder Worksheet.

The City reserves the right to request or negotiate additional services to be included in the awarded agreement. If an agreement is awarded, the proposed prices will be incorporated into the agreement.

C. Administrative Requirements and Forms

All bidders seeking contracts with the City of Los Angeles are required to comply with the City's contracting requirements. The forms listed below correspond to these requirements; bidders are to complete and submit all required documents with their bid.

Forms and instructions are found online at www.labavn.org/ with this RFB, or by contacting the RFB administrator indicated on the cover of this RFB. Do not submit multiple copies of these forms; you must include one signed set with your original submittal, but may omit them in the photocopies of your printed bid.

Documents to be included with your bid are:

- Signature Declaration and Affidavit
- Disposition of Proposals
- Non-Discrimination/ Affirmative Action Plan (pages A1 through A7)
- Living Wage Ordinance (LWO) and Service Contractor Worker Retention Ordinance (SCWRO) exemption forms (*only if applying for an exemption*)
- Contractor Responsibility Ordinance Questionnaire
- Equal Benefits Ordinance Statement
- Slavery Disclosure Ordinance Affidavit
- City Ethics Commission Bidder Certification

Business Assistance Virtual Network (BAVN) Good Faith Outreach: The City of Los Angeles' Subcontractor Outreach Program requires bidders to conduct a Good Faith Effort to reach out to Minority-Owned, Women-Owned, and Other Business Enterprises (MBEs, WBEs, and OBEs) to participate in the proposed contract, unless otherwise waived as a requirement. For this RFB, the Office of the Mayor waived the Good Faith Effort as a requirement because the Department's estimated expenditures do not meet the minimum annual expenditure amount required by the Subcontractor Outreach Program. However, bidders are still encouraged, although not required, to conduct this Good Faith Effort as part of their bid. Inclusion or omission of this Good Faith Effort will not be a factor in evaluating your bid.

The Department reserves the right to request additional information and/or clarification regarding submitted documents during the evaluation.

VIII. ADDITIONAL FORMS REQUIRED OF SELECTED BIDDER

After award of the Agreement, and prior to execution, the selected bidder shall complete and submit the following forms. (Do not submit these with your bid; forms will be provided to the selected bidder.)

- Americans with Disabilities Act Certification
- Child Support Certificate of Compliance
- Los Angeles Residence Information (location of selected contractor's headquarters and percentage of workforce residing in Los Angeles)
- LWO/SCWRO Compliance forms
- Contractor Responsibility Ordinance Pledge of Compliance
- Form W9
- Copy of Los Angeles Business Tax Registration Certificate (BTRC)

- Proof of Insurance, subject to City approval

IX. REVIEW, EVALUATION, AND AWARD

A. Initial Review of Bids

Staff will review all bids to confirm that all requested forms and information are included, and that bidders indicate that they have met or exceeded the minimum requirements. The Department reserves the right to request additional information to clarify a submitted bid, and to waive any informality in the process when to do so is in the best interest of the City. Failure to include all requested information may render a bid non-responsive.

Bids which include all requested information will be further evaluated as indicated below.

B. Evaluation

Staff from the Department and the Zoo will evaluate bids and recommend an award of a contract based on these criteria:

- Bidder meets or exceeds the minimum requirements specified in this RFB.
- Bid demonstrates the best and lowest overall cost to the City.

All items requested may be used to evaluate the bid according to the above criteria. Bids will be evaluated based solely on the above criteria, and the ranking of any evaluation panel will serve solely to assist Department staff to evaluate the qualifications and value of each bid. The Department's General Manager shall be free to accept or reject the recommendation of any evaluation panel.

A recommendation of award will be presented to the Board in a Board Report. Awarded bidders will be notified of award and the time and place of the Board meeting in which the award is to be agendized. Board meeting agendas are posted at least 72 hours before meetings online at: www.laanimalservices.com/about_commission.htm.

The Board will consider the General Manager's recommendation and may accept or reject the recommendation in making their decision as to the selection, stating publicly the reasons for their action. If the Board approves the award, the proposed contract is forwarded for review by the Office of the Mayor, and the City Council's approval or rejection pursuant to Charter Section 373. A City Council Committee may choose to review the proposed contract before full Council considers the item. Department staff will notify awarded vendors as to the time, date, and location of any public meetings or hearings.

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 bidders in writing of the General Manager's recommendation. Once the contract or contracts are approved by the Board, the selected bidder 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 City Clerk's attestation, or as otherwise stipulated in the Contract.

D. Contractual Arrangements

The selected Vendor 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 bid. If a bidder knowingly and willfully submits false information or data, the Department reserves the right to reject that bid. If it is determined that a Contract was awarded as a result of false statements or other data submitted in bid to this RFB, the Department reserves the right to terminate the Contract.

X. ATTACHMENTS**A. Draft Agreement**

Exhibit A, Standard Provisions for City Contracts (Rev. 03/09)

Exhibit B, Common Diagnostic Laboratory Tests

Exhibit C, List of Department of Animal Services Locations

Exhibit D, Contractor Price List

Exhibit E, Insurance Requirements

B. Bidder Information Form**C. Bidder Worksheet****Administrative Requirements and Forms**

These are contained in a companion booklet available at www.laanimalservices.com or by calling the RFB administrator indicated on the cover of this RFB.

- Signature Declaration and Affidavit
- Disposition of Proposals
- Living Wage Ordinance (LWO) and Service Contractor Worker Retention Ordinance (SCWRO) exemption forms (only if applying for an exemption)
- Contractor Responsibility Ordinance Questionnaire
- Equal Benefits Ordinance Statement
- Slavery Disclosure Ordinance Affidavit
- City Ethics Commission Bidder Certification and Lobbying Ordinance



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

DRAFT
PERSONAL SERVICES AGREEMENT

TO PROVIDE DIAGNOSTIC LABORATORY TESTING SERVICES
TO THE DEPARTMENT OF ANIMAL SERVICES
AND THE LOS ANGELES ZOO

City Agreement Number: _____

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AGREEMENT BETWEEN THE CITY OF LOS ANGELES
AND

[_____]

TO PROVIDE DIAGNOSTIC LABORATORY TESTING SERVICES

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is entered into as of the date the Office of the City Clerk attests this Agreement ("Execution Date") between the City of Los Angeles ("City"), a municipal corporation, acting by and through the Department of Animal Services ("Department"); and _____ ("Contractor"), authorized to do business in the State of California, with regard to the following:

WHEREAS, City-employed veterinarians care for and treat animals housed in the Department's Animal Care Centers and the Los Angeles Zoo ("LA Zoo"), and in the course of that treatment require occasional laboratory testing services; and,

WHEREAS, The City's Department of Animal Services and LA Zoo have obtained these services from a vendor under a City-wide agreement through the City of Los Angeles, Department of General Services ("GSD"); and GSD is now directing user departments to establish their own service agreements for this service upon expiration of the current GSD service agreement; and,

WHEREAS, The Department released a Request for Bids (RFB) for this service on October __, 2017; received a responsive bid from Contractor which met the City's requirements, and the Board of Animal Services Commissioners awarded a non-exclusive agreement to Contractor on February __, 2018.

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:

General Manager, Department of Animal Services
221 North Figueroa Street, Suite 500
Los Angeles, California 90012
Phone: (213) 482-9558
Fax: (213) 482-9511

2. The representative of the Contractor shall be:

[NAME, TITLE]
[NAME OF COMPANY]
[ADDRESS]
[CITY, STATE, ZIP]

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

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

Section II. Term

Unless terminated earlier pursuant to this Agreement or pursuant to termination provisions within the

attached exhibits incorporated herein, the term of this Agreement shall be three (3) years, and may be renewed for up to three (3) additional one-year terms at the City's sole discretion.

Section III. Maximum Expenditure

Payment to the Contractor by the City shall not exceed \$200,000 during each of the City's Fiscal Years (defined as July 1 through June 30). This provision shall not mean that the City is required to reach or approach this amount.

Section IV. Purchases by Other City Departments

Other City departments, such as the LA Zoo, may elect to purchase services from Contractor under this Agreement. Contractor shall furnish services to other City departments accordingly, under the terms provided in 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 hereto and incorporated herein as Exhibit A. In the event of any inconsistency between the Standard Provisions and this Agreement, this Agreement shall be deemed controlling.

Section VI. Scope of Services

A. Diagnostic Laboratory Testing

Contractor shall provide Diagnostic Laboratory Testing, as requested by the City, on blood samples, tissue samples, and other samples taken by the Department from animals under the Department's care and control and provided to Contractor. The testing services required by the City include, but are not limited to:

- Small animal profiles/ special tests
- Equine profiles/ special tests
- Bovine profiles/ special tests
- Avian, reptile, small mammals profiles/special tests
- Cytology, histopathology, and related services
- Microbiology, serology, and toxicology
- Common test combinations
- Individual diagnostic tests
- Necropsies

A list of common tests required by the Department is attached and incorporated herein as Exhibit B, Common Diagnostic Laboratory Tests.

B. Service Requirements

1. Picking up samples

From the Department of Animal Services:

- When requested, the Contractor shall pick up samples from any of the Animal Services locations listed in Exhibit C, List of Department of Animal Services locations, attached and incorporated herein. If request is made in the morning, Contractor shall pick up sample that same day. If request is made in the evening, Contractor shall pick up sample the following morning.
- Contractor will provide emergency or "Stat" pickup if requested (understood that this may incur an additional charge). Emergency pickup requires that the sample be picked up within 90 minutes of being requested and is processed immediately upon arrival to the lab. The lab will then notify the City of those results immediately with a target time of 4 hours (for routine testing) from initial request.

From the Los Angeles Zoo:

- The L.A. Zoo requires one (1) routine evening pick-up daily Monday through Saturday. In addition, the Contractor will provide a morning pick-up on any given day when requested at

no extra charge. There will be one pick-up, on request, on Sunday. The L.A. Zoo address is 5333 Zoo Drive, Los Angeles, California 90027

- Contractor will provide emergency or “Stat” pickup if requested (understood that this may incur an additional charge). Emergency pickup requires that the sample be picked up within 90 minutes of being requested and is processed immediately upon arrival to the lab. The lab will then notify the City of those results immediately with a target time of 4 hours (for routine testing) from initial request.

2. Deliverables

Contractor shall be required to:

- Report routine blood work results as follows:
 - For morning pick up: results available by 5:00 p.m. the same day as the pick up.
 - For evening pick up: results available by 7:00 a.m. the following morning.
- Provide lab results on-line via internet. Will also provide reasonable data security such that appropriate measures are put in place to protect data from unauthorized access.
- Maintain routine accounts and contacts with various diagnostic facilities for exotics (to subcontract tests that are not immediately available through Contractor).
- Routinely run MICs on all aerobic bacterial cultures utilizing sensitivity drugs as selected by the Departments.
- Provide and maintain a fax machine and subsequent ink cartridges to the L.A. Zoo; said fax machine shall be used by the L.A. Zoo solely to receive hard copies of final reports from Contractor. Lab should also have the capacity to send final reports electronically.
- Provide all collection and submission supplies for samples (forms, bags, slides, slide containers, all blood tubes, culturettes, etc.).

C. Staffing and Operations

Contractor shall be required to:

- Have a minimum of ten (10) years experience providing services within clinical pathology, microbiology, histology, cytology, and serology departments.
- Maintain on staff Board-certified specialist(s) in Veterinary Clinical Pathology for diagnostic analysis and consultation for laboratory result review. This person must be proficient at reading exotic species pathology to include but not limited to reptilian, avian, amphibian, and fish samples. Staffing must also include Board-certified Veterinarians with ACVP, ABVP, ACVIM, and ACVD specialties and full-time licensed Medical Technologists.
- Operate 24 hours.
- Use state-of-the-art equipment with approved reagents and controls that are the same or equivalent to major human laboratories.
- Subscribe to quality assurance and proficiency programs such as VLA Quarterly, SCE EQUAS, Bio-RAD’s QC on Call, R&D QC Program, Trinity Biotech Reliant C Program, or their equivalents.
- Conduct standardized internal proficiency testing and training on a regularly scheduled basis, and provide results to Department upon request.
- Allow departments to conduct pre-arranged inspections of Contractor facilities if requested.
- Provide professional seminars for continuing education credits for staff and clients.

D. Prices and Billing

1. Prices

Prices of services shall be according to the Contractor Price List, attached and incorporated herein as Exhibit D. Any subsequent price changes shall be subject to Board approval, and shall be effective only after said Board approval or as otherwise effected by the Board. Contractor shall not adjust prices without prior written approval of the Board. Contractor shall not charge separately for pick up and delivery (other than “stat” requests), nor for reports requested by City. All costs associated with providing tests, reports, Internet posting, faxing, printing, shipping, and all other related costs shall be borne by Contractor. Contractor shall not charge Department for items not indicated herein or in attached price list(s).

2. Billing

Contractor shall establish separate accounts for each City Department. Upon completion of services, Contractor shall bill each City Department separately for said services.

Contractor shall remit invoices for services provided to the Department of Animal Services to:

Department of Animal Services
221 N. Figueroa Street, Suite 6500
Los Angeles, California 90012

Contractor shall remit invoices for services provided to the L.A. Zoo to:

Los Angeles Zoo
5333 Zoo Drive
Los Angeles, California 90027

Invoices must include the following:

- a. Date of invoice
- b. Name, address, and phone number of Contractor
- c. Invoice number
- d. Quantity, unit price, and description of each service
- e. Dates services were provided
- f. Patient name and identifier for which service was provided
- g. Account number
- h. Current PO number
- i. Reference to this Agreement
- j. Total amount payable
- k. Signature of Contractor's authorized personnel

All payments are subject to Department review and approval of Contractor's documentation and work.

Section VII. Miscellaneous Provisions

A. Termination

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

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

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

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

B. Insurance

The Contractor shall acquire and maintain the insurance coverage and liability limits for this Agreement as listed in Exhibit E, "Insurance Requirements." Evidence of coverage shall be provided according to the City's "Instructions And Information On Complying With City Insurance Requirements," included in Exhibit E. Contractor's insurance shall be approved by the City of Los Angeles, City Administrative Officer, Risk Management Division, and shall be recorded on TRACK4LA prior to start of services.

Section VIII. Successors and Assigns

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

Section IX. Force Majeure

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

Section X. Severability

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

Section XI. Disputes

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

Section XII. Incorporation of Exhibits

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

Exhibit A, Standard Provisions for City Contracts (Rev. 03/09)

Exhibit B, Common Diagnostic Laboratory Tests

Exhibit C, List of Department of Animal Services Locations

Exhibit D, Contractor Price List

Exhibit E, Insurance Requirements

Section XIII. Entire Agreement

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

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

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

By _____
Brenda F. Barnette, General Manager

Date: _____

**APPROVED AS TO FORM:
CARMEN TRUTANICH, City Attorney**

By _____
Dov S. Lesel, Assistant City Attorney

Date _____

**ATTEST:
HOLLY L. WOLCOTT, City Clerk**

By _____
Deputy City Clerk

Date _____

[NAME OF CONTRACTOR]

By _____
[NAME, TITLE]

Date _____

Los Angeles City Business Tax License Number _____

IRS Taxpayer Identification Number _____

City Agreement Number _____

Council File Number _____

FOURTH AMENDED AGREEMENT
BETWEEN THE CITY OF LOS ANGELES
AND
IDEXX LABORATORIES, INC. / IDEXX DISTRIBUTION, INC.
TO CONTRACT NO. 120033
TO PROVIDE DIAGNOSTIC LABORATORY TESTING SERVICES

THIS FOURTH AMENDED AGREEMENT ("Agreement") to Contract C-120033, between the City of Los Angeles ("City"), a municipal corporation, acting by and through the Department of Animal Services ("Department"); and IDEXX Laboratories, Inc. through IDEXX Distribution, Inc., a wholly owned subsidiary (together "Contractor") to extend the Agreement, following the attestation by the City Clerk ("Execution Date"), with regard to the following:

WHEREAS, the First Amended Agreement added IDEXX Distribution, Inc., a wholly-owned subsidiary of IDEXX Laboratories, Inc., which is registered with the City of Los Angeles and the California Secretary of State to do business in the State of California, to contract C-120033; and

WHEREAS, The Department and the Los Angeles Zoo ("LA Zoo") provide veterinary medical care for animals housed in the Department's Animal Care Centers and LA Zoo, and as part of that treatment occasionally require laboratory testing services;

WHEREAS, The Department and LA Zoo obtained these services from a vendor under a City-wide agreement through the Department of General Services ("GSD"); and that agreement expired;

WHEREAS, The Department released a Request for Bids for this service on June 7, 2010; received a responsive bid from Contractor which met the City's requirements and demonstrated the best and lowest overall cost, and the Board of Animal Services Commissioners ("Board") awarded this agreement to Contractor on September 28, 2010 and approved by Council (CF# 11-1752) on November 18, 2011, for a three year term with three one year options to renew;

WHEREAS, the First, Second and Third Amended Agreements extended the Agreement for three one-year terms, from the date of expiration of the original contract through December, 2017;

WHEREAS, the parties wish the services to continue on an interim basis for 90 days from December 31, 2017 through March 31, 2018; and

WHEREAS, the prices of services for the period from 01/1/2017 to 12/31/2017 shall continue through this Fourth Amendment according to the List of Diagnostic Laboratory Tests and Prices included in Updated Exhibit B-4 Schedule 3 - Pricing Schedule.

NOW THEREFORE, THE PARTIES INTEND THAT THE Agreement shall be amended 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:

General Manager, Department of Animal Services
221 North Figueroa Street, Suite 600
Los Angeles, California 90012
Phone: (213) 482-9558
Fax: (213)482-9511

or such other address as is provided in writing by the Department.

2. The representative of the Contractor shall be:

George J. Fennell, Corporate Vice President
IDEXX Laboratories, Inc. and IDEXX Distribution, Inc.
One IDEXX Drive
Westbrook, Maine 04092

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

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

Section II. Term

The term of the Agreement is for ninety days or less, as determined by the Department, commencing upon January 1, 2018 and terminating on or before March 31, 2018.

Section III. Maximum Expenditure

Payment to the Contractor by the City shall not exceed \$100,000 pursuant to this Fourth Amendment to the Agreement. In no event shall the Department and the L.A. Zoo be required to reach or approach this amount in payments to Contractor.

Section IV. Purchases by Other City Departments

Other City departments, such as the L.A. Zoo, may elect to purchase services from Contractor under this Agreement. Contractor shall furnish services to other City departments accordingly, under the same terms, prices, and conditions as provided in 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 hereto and incorporated herein as Exhibit A. In the event of any inconsistency between the Standard Provisions and this Agreement, this Agreement shall be deemed controlling.

Section VI. Scope of Services

A. Diagnostic Laboratory Testing

Contractor shall provide Diagnostic Laboratory Testing, as requested by the City, on blood samples, tissue samples, and other samples taken by the Department from animals under the Department's care and control and provided to Contractor. The testing services required by the City include, but are not limited to:

- Small animal profiles/ special tests
- Equine profiles/ special tests
- Bovine profiles/ special tests
- Avian, reptile, small mammals profiles/special tests
- Cytology, histopathology, and related services
- Microbiology, serology, and toxicology
- Common test combinations
- Individual diagnostic tests
- Necropsies (i.e. histopathological analysis of tissue samples)

A list of tests required by the Department, and their corresponding prices, is attached and incorporated herein as Exhibit B, List of Diagnostic Laboratory Tests and Prices.

B. Service Requirements

1. Picking up samples

From the Department of Animal Services:

- When requested by Department, the Contractor shall pick up samples from any of the Animal Services locations listed in Exhibit C, List of Department of Animal Services locations, attached and incorporated herein. If request is made in the morning, Contractor shall pick up sample that same day. If request is made in the evening, Contractor shall pick up sample the following morning.
- Contractor will provide emergency or "Stat" pickup if requested. Emergency pickup requires that the sample be picked up within 90 minutes of being requested and is processed immediately upon arrival to the lab. The lab will then notify the Department of those results immediately with a target time of 4 hours (for routine testing) from initial request.

From the Los Angeles Zoo:

- The L.A. Zoo requires one (1) routine evening pick-up daily Monday through Saturday. In addition, the Contractor will provide a morning pick-up on any given day when requested at no extra charge. There will be one pick-up, on request, on Sunday. The L.A. Zoo address is 5333 Zoo Drive, Los Angeles, California 90027.
- Contractor will provide emergency or "Stat" pickup if requested. Emergency pickup requires that the sample be picked up within 90 minutes of being requested and is processed immediately upon arrival to the lab. The lab will then notify the L.A. Zoo of those results immediately with a target time of 4 hours (for routine testing) from initial request.

2. Deliverables

Contractor shall be required to:

- Report routine blood work results as follows:
- For morning pick up: results available by 5:30 p.m. the same day as the pick up.
- For evening pick up: results available by 8:00 a.m. the following morning,
- For weekend pick up: results available after 8:00 a.m. the following morning.
- Provide lab results on-line via internet. Will also provide reasonable data security such that appropriate measures are put in place to protect data from unauthorized access.
- Maintain routine accounts and contacts with various diagnostic facilities for exotics (to subcontract tests that are not immediately available through Contractor).
- Routinely run MICs on all aerobic bacterial cultures utilizing sensitivity drugs as selected by the Departments.
- Provide a plain-paper fax machine to the L.A. Zoo. The L.A. Zoo shall use this fax machine solely to receive and send reports, as required by this Agreement, from and to Contractor. L.A. Zoo shall provide the toner or ink, and paper, for this fax machine; Contractor shall coordinate with L.A. Zoo to determine the appropriate brand and model of fax machine so that the L.A. Zoo can obtain the correct toner or ink. Contractor shall ensure that the L.A. Zoo is provided with a fax machine at all times throughout the term of this Agreement, and shall ensure that the fax machine remains in good working order at all times. Contractor shall have fax machine repaired when needed, or shall replace fax machine if it becomes inoperable and repairs are not feasible or practical. If fax machine is temporarily inoperable or is removed from the L.A. Zoo for repairs and is intended to be returned to the L.A. Zoo after repairs, Contractor must arrange for a temporary loaner fax machine to be provided to the L.A. Zoo during the entire time that the original fax machine is being repaired. Contractor shall provide this fax machine, loaner fax machines, and any repairs or replacement of said fax machines at its sole cost.
- Send final reports electronically as requested.
- Provide all collection and submission supplies for samples (forms, bags, slides, slide containers, all blood tubes, culturettes, etc.).

C. Staffing and Operations

Contractor shall be required to:

- Maintain on staff Board-certified specialists in Veterinary Clinical Pathology for diagnostic analysis and consultation for laboratory result review. Said specialists must be proficient at reading exotic species pathology to include but not limited to reptilian, avian, amphibian, and fish samples. Staffing must also include Board-certified Veterinarians with ACVP, ABVP, ACVIM, and ACVD specialties and full-time licensed Medical Technologists.
- Use state-of-the-art equipment with approved reagents and controls that are the same or equivalent to major human laboratories.
- Subscribe to quality assurance and proficiency programs such as VLA Quarterly, SCE EQUAS, Bio-RAD's QC on Call, R&D QC Program, Trinity Biotech Reliant C Program, or their equivalents.
- Conduct standardized internal proficiency testing and training on a regularly scheduled basis, and provide results to Department upon request.

- Allow departments to conduct pre-arranged inspections of Contractor's facilities if either the Department or the L.A. Zoo deems such a visit appropriate and necessary to evaluate compliance with this Agreement.
- Provide professional seminars for continuing education credits for staff and clients.

D. Prices and Billing

1. Prices

- Final pricing and invoicing for the period from 12/1/2014 to 9/30/2015 including any discounts and adjustments is reflected in Updated Exhibit B-1.
- Prices of services for the period from 10/1/2015 to 12/31/2015 shall be according to the List of Diagnostic Laboratory Tests and Prices included in Updated Exhibit B-2 as modified by Schedule 1 - Initial Pricing Schedule.
- Prices of services for the period from 01/1/2016 to 12/31/2016 shall be according to the List of Diagnostic Laboratory Tests and Prices included in Updated Exhibit B-3 Schedule 2 – Pricing Schedule.
- **Prices of services for the period from 01/1/2017 to 12/31/2017 shall be according to the List of Diagnostic Laboratory Tests and Prices included in Updated Exhibit B-4 Schedule 3 - Pricing Schedule.**
- Contractor will provide a mutually agreed upon discount off of the current price list, if applicable, at time of order of all tests available in Contractor's then-current Directory of Services not currently contained in Exhibit B-4 Schedule 3 – Pricing Schedule as requested by CITY, excluding biopsies, cytologies, certain tests already at promotional pricing, and tests that must be sent out to third parties.
- A current list of discounted prices may be obtained at any time by contacting Contractor.
- Pricing included in Schedule 1 will be subject to an annual price increase which will be capped at 5%. All other prices not listed in Schedule 1 – 3 may be subject to the normal price increase.
- Contractor may increase prices not more than once per calendar year. The annual increase shall not exceed 5% per calendar year. Contractor shall give 30 days prior notice of any increase. Any additional price changes shall be subject to Board approval.
- Contractor shall not charge separately for pick-up and delivery (other than Stat requests), nor for reports requested by City.
- All costs associated with providing tests, reports, Internet posting, faxing, printing, shipping, and all other related costs shall be borne by Contractor.
- Contractor shall not charge Department for items not indicated herein or in the attached price list(s).

2. Billing

Contractor shall establish separate accounts for each City Department. Upon completion of services, Contractor shall bill each City Department separately for said services. Contractor shall remit invoices for services provided to the Department of Animal

Services to:

**Department of Animal Services
221 N. Figueroa Street, 6th Floor
Los Angeles, California 90012**

or such other location as may be provided in writing by the Department.

Contractor shall remit invoices for services provided to the L.A. Zoo to:

**Los Angeles Zoo
Attention: Health Center
5333 Zoo Drive
Los Angeles, California 90027**

Invoices must include, at minimum, the following:

- a. Date of invoice
- b. Name, address, and phone number of Contractor
- c. Invoice number
- d. Quantity, description, and unit price of each service
- e. Dates services were provided
- f. Patient name and identifier for which service was provided
- g. Account number
- h. Reference to this Agreement
- i. Total amount payable
- j. Signature of Contractor's authorized personnel

All payments are subject to Department review and approval of Contractor's documentation and work.

Section VII. Miscellaneous Provisions

A. Termination

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

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

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

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

B. Insurance

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

Section VIII. Successors and Assigns

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

Section IX. Force Majeure

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

Section X. Severability

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

Section XI. Disputes

Disputes concerning provisions of this Agreement or the performance of work hereunder, shall be submitted to a court of competent jurisdiction in California, applying California law.

Section XII. Ratification

At the request of the City, and because of the need therefor, Contractor has begun performance of the services specified herein prior to execution of this agreement. The City acknowledges the services previously performed by the Contractor and ratifies the Contractor's performance of said services to the extent said services were performed in accordance with the terms and conditions of this agreement.

Section XIII. Incorporation of Exhibits

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

Exhibit A, Standard Provisions for City Contracts (Rev. 03/09)

Exhibit B, Updated List of Diagnostic Laboratory Tests and Prices Exhibit C, List of Department of Animal Services Locations Exhibit D, Insurance Requirements

Section XIV. Entire Agreement

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

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

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

By _____
Brenda F. Barnette, General Manager

Date: _____

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

By _____
Dov S. Lesel, Assistant City Attorney

Date _____

**ATTEST:
HOLLY L. WOLCOTT, City Clerk**

By _____
Deputy City Clerk

Date _____

IDEXX Laboratories, Inc.

By _____
George J. Fennell

Title Corporate Vice-President

Date _____

(second signature required of corporations)
IDEXX Laboratories, Inc.

By _____

Title _____

Date _____

Los Angeles City Business Tax License Number _____

IRS Taxpayer Identification Number _____

City Agreement Number C-120033 – 3

UPDATED EXHIBIT B-4
Schedule 3 - Pricing Schedule: Jan. 1, 2017 - Dec. 31, 2017

Code	Test Name	Price
401	401 ANAEROBIC & AEROBIC CULTURE	\$56.12
142	142 REPTILIAN PROFILE	\$53.07
605	605 PRIORITY CTOLOGY W/MIC DESCRIPTION (1 SITE)	\$52.52
4022	4022 FECAL CULTURE 1	\$55.59
1724	1724 TRACE ELEMENT SCREEN	\$73.15
147	147 REPTILIAN PROFILE	\$36.21
2918	2918 ELECTROLYTE & TRACE NUTRIENT PANEL W/VIT E	\$91.51
910	910 URINALYSIS	\$13.57
729	729 CHLAMYDOPHILA AG	\$42.18
1988	1988 ANAEROBIC/AEROBIC/FUNGAL CULTURES	\$89.30
905	905 FLUID ANALYSIS	\$50.64
40127	40127 ANAEROBIC & AEROBIC CULTURE (ID ONLY)	\$36.98
4051	4051 FUNGAL CULTURE	\$34.91
2794	2794 AVIA MINI PROFILE	\$34.39
508	508 GIARDIA/CRYPTOSP	\$55.98
182	182 THYROID PANEL #7	\$50.72
900	900 CSF ANALYSIS	\$52.13
2286	2286 WEST NILE VIRUS	\$48.51
3105	3105 AVIAN ASPERGILL	\$72.77
4021	4021 FECAL CULTURE 1	\$40.43
405	405 FUNGAL CULTURE	\$37.20
358	358 EXOTIC CBC + RBC	\$18.74
1881	1881 ENDOGENOUS ACTH	\$59.18
601	601 PRIORITY BIOPSY	\$59.57
156	156 SMALL MAMMAL PROFILE	\$43.87
427	427 AEROBIC CULTURE	\$28.94
321	321 AVIAN CBC	\$20.95
408	408 ACID FAST STAIN	\$35.14
501	501 OVA & PARASITES	\$14.33
204	204 BILIRUBIN	\$11.32
2702	2702 STANDARD BIPOSY (2 SITE)	\$77.56
906	906 FLUID ANALYSIS JOINT (1 SITE)	\$52.13
3566	3566 EQ ENDOCRINE PROFILE W/ENDOGENOUS ACTH	\$78.28
600	600 PRIORITY CYTO W/OUT MIC DESCRIPTION (1 SITE)	\$39.89
27891	27891 PLASMA ELECTRO	\$42.96
2157	2157 TLI B12 FOLATE	\$68.99
4088	4088 CRYPTOSPORIDIUM	\$35.92
92	92 URINALYSIS WITH UPC	\$34.18
1467	1467 CHEM 27 + FT4, T3, T4	\$50.72
56	56 COAGULATION PANEL	\$34.39

3229	3229 THYROID PANEL 7	\$50.72
1394	1394 URINALYSIS & CULTURE AND MIC	\$54.05
3336	3336 CHLAMYDIA PANEL	\$49.61
4035	4035 URINE CULT & SUSC	\$43.71
851	851 THYROID PANEL #2	\$40.51
148	148 SMALL MAMMAL PANEL	\$41.28
258	258 BILE ACIDS	\$23.80
3075	3075 SENDOUT PARASITE ID	\$31.97
2025	2025 WEST NILE VIRUS	\$34.18
4081	4081 ADD-ON ACID FAST STAIN	\$29.77
324	324 PT AND PTT	\$30.85
3026	3026 CRYPTOCOCCUS SP REAL PCR	\$39.69
2630	2630 CRYPTOSPORIDIUM	\$26.46
1271	1271 CHEM 21	\$29.17
850	850 FREE T4 ADD-ON	\$32.22
111	111 CHEM 25	\$31.47
52	52 LIVER PANEL 26	\$25.36
3565	3565 RINGWORM REALPCR	\$22.05
137	137 AVIAN/EXOTIC CBC	\$23.57
1370	1370 CHOLESTEROL + TRIGLYCERIDES	\$18.98
400	400 AEROBIC CULTURE	\$43.71
4091	4091 GRAM STAIN - ADD ON	\$18.98
514	514 CRYPTOSPORIDIUM	\$36.98
22	22 T4 ADD-ON	\$15.92
2570	2570 BILE ACIDS ADD-ON	\$18.60
1237	1237 FELINE HEARTWORM	\$13.24
402	402 GRAM STAIN DIR,	\$5.21
119999	119999 LARGE ANIMAL PROFILE - CBC STANDARD	\$40.98
11639999	11639999 TOTAL HEALTH W/TRIG - CBC STANDARD	\$38.04
22509999	22509999 LARGE ANIMAL PROFILE - CBC STANDAD	\$26.43
12729999	12729999 ADULT WELLNESS - CBC STANDARD	\$30.87
375	375 CBC STANDARD	\$12.64
10139999	10139999 TOTAL HEALTH - CBC STANDARD	\$38.54
909999	909999 FELINE SENIOR PROFILE - CBC STANDARD	\$65.33
8869999	8869999 TH PLUS, T3 AND FREE T4 - CBC STANDARD	\$55.76
12579999	12579999 FEL COMPREHENSIVE W/TOXOPLASMA - CBC STANDARD	\$81.64
8859999	8859999 FELINE COMPREHENSIVE PROFILE - CBC STANDARD	\$55.76
549999	549999 FELINE COMBO PROFILE - CBC STANDARD	\$49.11
759999	759999 TOTAL HEALTH PLUS - CBC STANDARD	\$43.74
1887999	1887999 FELINE COMPREHENSIVE W/FREE T4-CBC STANDARD	\$58.49

379999	379999 TOTAL HEALTH W/UA - CBC STANDARD	\$36.44
12371	12371 HEARTWORM ANTIGEN BY ELISA-FELINE-ADD-ON	\$13.24
13701	13701 TRIGLYCERIDES AND CHOLESTEROL ADD-ON	\$18.98
149	149 SMALL-MAMMAL PROFILE 1-STANDARD CBC	\$53.24
356	356 CHALAMYDOPHILA (CHLAMYDIA) ANTIGEN BY ELISA ADD-ON	\$42.18
4011	4011 ANAEROBIC CULTURE (ORGANISM ID) ADD-ON	\$56.12
5141	5141 CRYPTOSPORIDIUM ANTIGEN BY ELISA-MAMMALS ADD-ON	\$36.98
9101	9101 URINALYSIS ADD-ON	\$13.57
406	406 BLOOD CULTURE (ONE SET)	\$63.47
435	435 AEROBIC CULTURE (ID AND SUSCEPTIBILITY)-AVIAN/REPTILIAN	\$54.03
46	46 HEALTHCHEK™ PLUS	\$53.14
469999	469999 HEALTHCHEK™ PLUS-STANDARD CBC	\$46.14
303	303 COOMBS (37°C)-CANINE/FELINE	\$32.03
316	316 EQUINE COMPREHENSIVE CBC	\$33.38
3169999	3169999 EQUINE STANDARD CBC	\$26.38
800	800 CORTISOL	\$28.97
887	887 FELINE COMPREHENSIVE PROFILE	\$79.46
8879999	8879999 FELINE COMPREHENSIVE PROFILE-STANDARD CBC	\$72.46
1600	1600 CHEM PANEL 1600	\$48.12
1704	1704 EQUINE PROTOZOAL MYELOENCEPHALITIS (EPM) BY WESTERN BLOW (SERUM)	\$52.13
2309	2309 COAGULATION PROFILE WITH D-DIMER	\$69.59
23099999	23099999 COAGULATION PROFILE WITH D-DIMER-STANDARD CBC	\$62.59
2787	2787 AVIAN COMPREHENSIVE PROFILE	\$46.86
3544	3544 UVEITIS REALPCR PANEL-FELINE	\$35.70
7001	7001 ANTINUCLEAR ANTIBODY (ANA) BY IFA ADD-ON	\$25.32
7231	7231 HEARTWORM ANTIGEN BY ELISA-CANINE ADD-ON	\$8.55

The above pricing will be subject to an annual price increase, which will be capped at 5%. Price is for

tests not listed in this Schedule may be added at a mutually agreed upon discount by CONTRACTOR and CITY as applicable. A list of your current discounted prices may be obtained at any time by contacting IDEXX. All other prices not included in this list may be subject to normal price increases.

City of Los Angeles, Department of Animal Services
BIDDER INFORMATION FORM
 Request for Bids (RFB) for Diagnostic Laboratory Testing Services
 Released September 27, 2017. Bids due October 30, 2017

Complete this form, print, sign, and submit it with your bid. Failure to complete and submit all required documents, including this Bidder Information Form, may render your bid non-responsive.

Date and Company Information

date

name of company

address

city, state, zip

web

Bidder's Authorized Representative

name

title

phone

ext.

type (choose one)

alternate phone

ext.

type (choose one)

email

State the number of years experience performing the diagnostic testing services listed in the RFB for the veterinary industry:

No. of years:

Bidder understands the contract requirements and certifies that it meets or exceeds said requirements, and that it is qualified and able to provide the requested services.

Yes

No

Bidder has reviewed the draft agreement and certifies that it is able and willing to abide by its terms.

Bidder has completed and attached the Bid Worksheet, and agrees to furnish services to the City according to the quoted prices.

Bidder is attaching all information and documents as instructed in the RFB document.

Bidder agrees to abide by all terms stipulated in the RFB, and if awarded an agreement, agrees to duly execute said agreement according to the terms of the RFB.

Bidder is attaching their current price list, which will be attached and incorporated into the final executed agreement (see the Draft Agreement for details).

Is bidder proposing discounts in addition to any included in their price list?

If so, indicate your proposed discount (must be stated as a percentage):

Continued on next page.

City of Los Angeles, Department of Animal Services
BIDDER INFORMATION FORM
Request for Bids (RFB) for Diagnostic Laboratory Testing Services
Released September 27, 2017. Bids due October 30, 2017

Deliverables:

The deliverables required of the Contractor shall include written reports for the testing services provided to the City, and mechanisms to provide reports, including the requirement to provide a fax machine to the L.A. Zoo for their sole use for receiving reports. Section VI. B of the Draft Agreement provides complete details regarding the required deliverables.

Bidder understands the deliverables and agrees to provide all deliverables, as stipulated in the Draft Agreement, including the provision of a fax machine to the L.A. Zoo.

Yes

☐

No

☐

Describe your proposed methods to provide deliverables to City:

Bidder: Print this form and include it with your bid. Bidder's Authorized Representative must sign and date this form.

Bidder's Authorized Representative

Signature

Date

City of Los Angeles, Department of Animal Services

BIDDER WORKSHEET

Request for Bids (RFB) for Diagnostic Laboratory Testing Services

Complete the shaded areas on this form and submit it with your bid. Enter the code, base price, and additional discount (if any) for each item. Estimated annual usage is provided for services used by the Los Angeles Zoo. Because the lower usage by the Department of Animal Services, annual usage is not enough to provide accurate estimates.

Code	Description	Est. ann. usage	Base price	Discount	City's price
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Items used most often by Department of Animal Services:

	Canine senior comprehensive plus				\$0.00
	Canine Autoimmune profile				\$0.00
	Feline Superchem				\$0.00
	Feline Comprehensive Plus (C1)				\$0.00
	Feline Autoimmune Profile				\$0.00
	Diagnostic Profiles:				
	Comprehensive Ehrlichia Profile				\$0.00
	Endocrinology Profiles:				
	Thyroid Profile 1				\$0.00
	Thyroid Profile 3				\$0.00
	Add-On Tests:				
	Coccidiomycosis, screen and titer				\$0.00
	FCV (Feline Corona Virus)				\$0.00
	FIP Specific Elisa				\$0.00
	Free T4 (RIA)				\$0.00
	Heartworm Antigen				\$0.00
	Platelet Count				\$0.00
	Urine Culture & MIC				\$0.00
	Urinalysis				\$0.00
	Urine Protein/Creatine Ratio				\$0.00
	Equine Profiles:				
	Equine Infectious Anemia (Coggins, AGID)				\$0.00
	Avian Profiles:				
	Comprehensive Avian Chemistry				\$0.00
	Reptilian Profiles:				
	Comprehensive Reptilian Chemistry				\$0.00
	Comprehensive Reptilian Profile				\$0.00
	Mammalian Profile:				
	Rabbit Respiratory Profile				\$0.00
	Rabbit Serology Profile				\$0.00
	Individual Tests:				
	Aspergillus				\$0.00
	CBC/Differential				\$0.00
	Chlamydia Antibody				\$0.00
	Distemper Antibody				\$0.00
	Fecal Occult Blood				\$0.00
	Skin Biopsy				\$0.00
	Urinalysis				\$0.00
	Cytology:				
	Fluid Analysis with Cytology				\$0.00
	Pathology:				

Code	Description	Est. ann. usage	Base price	Discount	City's price
	Full Written Biopsy				\$0.00
	Mini Written Biopsy				\$0.00
	Dermatopathology				\$0.00
	STAT Charge				\$0.00
	Microbiology:				
	Acid Fast Stain				\$0.00
	Aerobic Culture and Sensitivity				\$0.00
	Aerobic Culture and Sensitivity & Anaerobic Culture				\$0.00
	Fungal Culture				\$0.00
	Salmonella Culture				\$0.00
	Individual Test Listing:				
	Albumin				\$0.00
	ALT (SGPT)				\$0.00
	Amylase and Lipase				\$0.00
	Bilirubin, direct				\$0.00
	Bilirubin, total				\$0.00
	Calcium				\$0.00
	Glucose				\$0.00
	Hematology & Coagulation:				
	CBC/Differential				\$0.00
	Hematocrit				\$0.00
	Platelet Count				\$0.00
	Endocrinology:				
	Free T3				\$0.00
	Free T4, RIA				\$0.00
	T4				\$0.00
	Serology/ Immunology:				
	Coccidioides				\$0.00
	Distemper, antigen				\$0.00
	FIV				\$0.00
	Heartworm Antibody (feline)				\$0.00
	IgA (canine)				\$0.00
	Parvovirus Antigen				\$0.00
	Tetanus Antitoxin				\$0.00
	Urine/Fecal Analysis/Parasitology:				
	Urinalysis Complete				\$0.00
	Ectoparasite Exam				\$0.00
	Fecal Occult Blood				\$0.00
	Giardia				\$0.00
	Parasite Identification				\$0.00
	Necropsy:				
	Clinical Pathology				\$0.00
Items used most often by Los Angeles Zoo:					
	Avian and Exotics				
	Aspergillus Profile Avian	27			\$0.00
	Avian Blood Lead	27			\$0.00
	Avian Standard Chemistry	18			\$0.00
	Avian/Exotic CBC	6			\$0.00
	Comprehensive Avian Profile	108			\$0.00
	Comprehensive Mammalian	90			\$0.00
	Comprehensive Reptilian	48			\$0.00

Code	Description	Est. ann. usage	Base price	Discount	City's price
	West Nile Titer	6			\$0.00
	Zinc	3			\$0.00
	Lead Blood	3			\$0.00
	Microbiology				
	Aerobic & Fungal Culture	12			\$0.00
	Aerobic Culture & Mic	54			\$0.00
	Aerobic Culture & MIC plan anaerobic c	90			\$0.00
	Anaerobic Culture	6			\$0.00
	Culture ID (only no urine)				
	ACTH Level (Endogenous)	3			\$0.00
	Add on FELV	3			\$0.00
	Fecal Culture	42			\$0.00
	Fungal Culture	45			\$0.00
	Histopathology				
	Histopathology-Full	9			\$0.00
	Stat charge	3			\$0.00
	Fastpanel Profile				
	Calicivirus Antibody Titer	6			\$0.00
	Cytology				
	Cytology	51			\$0.00
	Fluid Analysis w/cytology	6			\$0.00
	Equine				
	Equine Screen/CBC (H6)	75			\$0.00
	Ruminant Profile	30			\$0.00
	Superchem Profile				
	Superchem- CBC	87			\$0.00
	Superchem D2C	12			\$0.00
	Endocrinology Profile				
	Thyroide Profile 1	3			\$0.00
	Add-Ons Profile				
	Urine Culture & MIC	9			\$0.00
	Fructose Assay	3			\$0.00
	Leptopirois PCR	9			\$0.00
	Protein Electrophoresis-serum	6			\$0.00
	Recheck Avian profile	12			\$0.00
	Resting Bile/Acid (Avian)	12			\$0.00
	Selenium	3			\$0.00
	Standard Mammal Chemistry	3			\$0.00
	Standard Mammal Profile	18			\$0.00
	Trypsin-Like Immunoreactivity (TLI-fel)	3			\$0.00
	Toxoplasmosis IGG/IGM	3			\$0.00
	Trace Metals	42			\$0.00
	Vet screen (large)	3			\$0.00
	CBC (complete blood count)	18			\$0.00
	Closteridium Perfringens Enterotoxin	3			\$0.00
	Coccidioidomycosis Titer	6			\$0.00
	Digoxin	3			\$0.00

**BOARD OF
ANIMAL SERVICES
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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: September 26, 2017

PREPARED BY: Brenda F. Barnette

REPORT DATE: September 21, 2017

TITLE: General Manager

**SUBJECT: RECOMMENDED CHANGES TO THE ANIMAL WELFARE TRUST FUND
LANGUAGE**

BOARD ACTIONS RECOMMENDED:

1. Approve the below draft ordinance language.
2. Instruct the General Manager, or designee, to transmit the draft language to the City Council to request that the City Attorney draft an ordinance amending LAMC Section 5.200 with the proposed draft language.

BACKGROUND

As part of the budget process, all City Departments have been asked to make the best use of special funds to augment services. The proposed amendments will allow the Department to make better use of the funds in the Animal Welfare Trust Fund to the benefit of the animals in the City of Los Angeles.

The revised language (underlined) states as follows:

Sec. 5.200. Creation and Administration of the Fund.

(a) There is hereby created and established within the Treasury of the City of Los Angeles a special fund to be known as the “**Animal Welfare Trust Fund**,” hereinafter referred to in this article as the “**Fund**.”

(b) The Fund shall be used to establish new programs in addition to augment established programs and activities of the Department of Animal Services, other than those involving pet sterilization, and may be used for the acquisition, construction and maintenance of land and capital improvements and the purchase of equipment, services or furnishings in support of such programs and activities, subject to any special terms or conditions attached to individual gifts, contributions or bequests to the City.

(c) Monetary gifts, contributions or bequests to the City, to the Department of Animal Services, to a division or operation thereof or to the General Manager thereof for the acquisition, construction and maintenance of land and capital improvements or, for the full or partial payment of animal shelter adoptions, microchip and/ or redemption fees in connection with specified adoption events or for programs for low income persons, or for the purchase of equipment, services or furnishings in support of the programs and activities of the Department of Animal Services, other than those involving pet sterilization, which exceed in value the sum of \$25,000, shall be submitted to the City Council for acceptance or rejection. Such monetary gifts, contributions or bequests, the value of which is \$25,000 or less, may be accepted or rejected for the City by the General Manager of the Department of Animal Services.

(d) All monetary gifts, contributions or bequests accepted by the City Council or by the General Manager of the Department of Animal Services for the purposes set forth in this article shall be placed in the Fund.

(e) The General Manager of the Department of Animal Services shall inform the Controller of any special terms or conditions placed upon the use of all moneys accepted for deposit in the Fund. The Controller shall establish a separate account within the Fund for each accepted monetary gift, contribution or bequest which includes any such special term or condition. No money shall be expended from the Fund except in compliance with each special term or condition under which such money was accepted. Any request by the General Manager of the Department of Animal Services for an expenditure of money accepted with any special term or condition placed upon its use shall be accompanied by sufficient information for the Controller to determine that the proposed expenditure of said money does not violate such special term or condition.

(f) All other monetary gifts, contributions or bequests which are accepted without special terms or conditions upon their use shall be placed in a general account in the Fund established by the Controller for such purpose.

(g) The Fund shall be administered and expenditures therefrom may be authorized by the General Manager of the Department of Animal Services in accordance with established City practice, provided, however, that no expenditure shall be made from the Fund for any purpose which is contrary to the budget policy of the Department of Animal Services as established by the Mayor and City Council.

(h) The General Manager of the Department of Animal Services shall report to the City Council regarding and identifying all receipts into, and all expenditures out of, the Fund, as well as the purposes for which the expenditures were made. Each report shall cover the most recent six-month period of time which commenced on April 1 or October 1 and shall be submitted within 15 days after the close of said period.

(i) All interest and other earnings from moneys placed in the Fund shall be credited to each account in the Fund to which they are attributable and shall be devoted to the purposes thereof.

FISCAL IMPACT:

None.

Approved:



Brenda F. Barnette, General Manager

BOARD ACTION:

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

**BOARD OF
ANIMAL SERVICES
COMMISSIONERS**

LARRY GROSS
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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

MEETING DATE: September 26, 2017

PREPARED BY: Brenda Barnette

REPORT DATE: September 22, 2017

TITLE: General Manager

SUBJECT: REQUEST TO APPROVE POLICY TO ALLOW COMMUNITY MEMBERS TO
CARE FOR FOUND DOGS AND CATS UNDER CERTAIN GUIDELINES.

BOARD ACTIONS RECOMMENDED:

APPROVE policy to allow community members to provide home care for found dogs and cats under certain guidelines and request Council to direct the City Attorney's office to draft an ordinance to amend the LAMC as required.

BACKGROUND:

Community members find dogs and cats in their neighborhoods. Sometimes they recognize them as pets of neighbors and return him/her home safely. Sometimes they do not know where the pet lives but would like to provide temporary home care until the owner can be found. Two or more neighborhoods have established their own informal rescue network for these companion animals.

Statistically, lost pets are often easier found the closer they are to home and that's generally within the community member's neighborhood with the help of posting flyers.

When these individuals call the shelter for help, they are told to bring the pet in and to surrender it. They are told that they can have "first rights" to adopt the found pet if the owner does not retrieve his or her pet. Many individuals do not want to surrender the pet to the shelter and this sometime creates conflict between the staff and the public.

We are aware of at least two groups and believe there are several others that routinely take responsibility for lost pets in their own neighborhood. They do not contact the shelter because they will be instructed to bring the pet in so the owner can find it. Although this is not required in the LAMC, this has been the practice and has created conflict between well intentioned staff and community members who want to help.

"Creating a Humane LA"

AN EQUAL OPPORTUNITY EMPLOYER

Visit our website at www.LAAnimalServices.com

Report to the Board of Animal Services Commissioners
SUBJECT: REQUEST TO APPROVE POLICY TO ALLOW COMMUNITY MEMBERS TO
CARE FOR FOUND DOGS AND CATS UNDER CERTAIN GUIDELINES

The reason behind this request is to get people who are already finding lost pets to utilize the shelter to help spread the resource and finding that pet's owner.

Washoe County, Fairfax, Pima, Austin, Washington DC, Charlottesville, Philadelphia, Colorado Springs, and other cities with notable life saving and returned to owner rates incorporate such a policy or practice. By working with the community, more pets will be reunited with their families quicker, than enforcing it or getting anything that looks punitive to somebody who wants to keep a pet out of the shelter is not likely to be productive. Attached is a file containing samples of what some other communities are doing formally or informally.

The Los Angeles City Municipal Code section 53.09 on this topic does not require the impounding of the animal nor does it require that the animal be brought to the shelter.

LAMC Sec 53.09¹ states that after finding an animal on the loose, a person must, within four hours or within two hours thereafter if the animal is attached or hitched to a vehicle, give notice to the Department or to some police officer, that he has such animal in his possession, and provide a description of the animal, where he found and where he has confined the animal.

If requested to do so by the Department, the finder shall surrender such animal to the General Manager or their duly authorized representative upon demand.

SUMMARY OF PROPOSED CHANGE IN POLICY:

We propose to allow private citizens to provide home care for a dog or cat on the loose who is not wearing a license tag under certain guidelines. This home care shall be for up to 30 days unless the Department makes a demand for the animal in the event that the owner is located and then the animal must be brought to the Department so the owner can identify the pet or determine that it is not his/her pet.

The individual wishing to provide temporary home care for dog or cat on the loose will be agreeing to these conditions:

1. To advise the closest City Animal Shelter after finding an animal on the loose, a person must, within four hours or within two hours thereafter if the animal is attached or hitched to a vehicle, give notice to the Department, that he has such animal in his possession, and provide a description of the animal including weight, where he found and where he has confined the animal;
 - a. To provide a picture (two poses preferred) of the animal to the shelter for posting within 4 hours;
 - b. The picture will be posted on the LAAS website with the description and will indicate that the pet is being temporarily sheltered in a home waiting to find the owner and to call the shelter if you believe this is your pet to arrange a meeting at a shelter to see the pet;
 - c. To go to a veterinarian or one of our six shelters and have the animal weighed and scanned for a microchip within 4 hours;
 - d. To be willing to be a Good Samaritan and make sure that any medical needs are taken care of at their own expense understanding that a refund can be

Report to the Board of Animal Services Commissioners
SUBJECT: REQUEST TO APPROVE POLICY TO ALLOW COMMUNITY MEMBERS TO
CARE FOR FOUND DOGS AND CATS UNDER CERTAIN GUIDELINES

- requested from the owner if the owner is located;
- e. To make and distribute posters with the pet's picture and their contact information in the area where the dog was found within 4 hours of finding the pet;
- f. After 30 days, the person providing home care must either decide to keep the animal and get him/her vaccinated, altered and licensed (dog) OR they must surrender the animal to one of our six LA City animal shelters;
- g. Finder must agree to keep the animal at the location provided for the full 30 days and any changes must be filed with LAAS City shelter;
- h. If the animal is lost or stolen, it must be reported to the LAAS immediately;
- i. If requested to do so by the Department, the finder shall surrender such animal to the General Manager or their duly authorized representative upon demand;
- j. If the found animal has any medical needs, the finder **MUST** obtain veterinary care at their own expense, and a record verifying that an injured animal received treatment immediately by a licensed veterinarian must be submitted to the LAAS Chief Veterinarian within 24 hours at the shelter, along with the diagnosis, type of treatment, and prognosis by the vet. If the owner is located, the owner can be expected to reimburse the finder for any medical expenses incurred on behalf of the animal;
- k. After 30 days but before 32 days, they either decide to keep the dog and get him/her vaccinated, altered and licensed OR they surrender the dog to one of our six LA City animal shelters; and
- l. If finder returns animal to owner in their neighborhood, they must immediately notify LAAS and provide the name and address of the owner.

Additional Important Information:

1. Failure to release the animal to the shelter if owner is identified could result in an officer going to the location and attempting to seize the animal and possible charges for theft against the finder;
2. If there have been mandatory veterinary care expenses incurred by the finder, the owner will be advised that those must be paid and that his or her name and address will be provided to the finder for collection;
3. If the animal is attacked by another animal or in any way injured or contracts a disease while in the care of the finder, the finder will be liable to the owner of the animal;
4. If the animal bites, attacks, or otherwise inflicts harm on a person or animal while the found animal is in their custody, the finder will be liable for the actions of the animal while it is in his or her custody;
5. If the animal escapes and causes an automobile accident in which someone is injured, the finder will be liable;
6. The Department may demand that the keeper of the animal show proof of insurance, has no history of animal abuse, and lives where the animal will be allowed and will not cause the finder to be in violation of the 3 dog and 3 cat Los Angeles City limit;
7. If the animal is pregnant (whether or not it is obvious), the finder will be required to notify the shelter and to determine whether the finder is prepared to foster and bear the expenses through whelping and until the young ones are weaned and when all young ones and mom will be returned to the shelter to be altered. The puppies will be the property of the Department and will carry all of the rights for the finder that any foster volunteer has.

SUMMARY AND PURPOSE:

That the Department, in its discretion, may authorize a finder of a lost or stray dog that has no license tag, to home foster the dog for up to 30 days if the person:

- 1.) advises the Department with their name and contact information, a description of the dog, where it was found, and where it is being held,
- 2.) takes a picture of the dog and sends the photo ASAP to the shelter for posting,
- 3.) has a vet or one of the shelters scan the dog for a microchip within 24 hours,
- 4.) makes sure that any medical needs are promptly taken care of,
- 5.) creates and distributes posters with the dog's picture and their contact information in the area where the dog was found,
- 6.) promises to bring the dog to the nearest shelter if the owner is found within the 30 days.

Purpose of the ordinance amending the LAMC is to:

- 1.) Give lost dog home care, and medical care if appropriate,
- 2.) keep dog out of the shelter,
- 3.) work with residents who are concerned or refuse to turn dog in to the shelter for fear the dog will not be claimed or placed,
- 4.) expand the Department's foster program and increases community involvement in helping find the dog's owner, and meanwhile, allowing the dog to be held in a less stressful environment where the dog can be walked, etc.

FISCAL IMPACT:

There is no fiscal impact.

Approved:



Brenda Barnette, General Manager

BOARD ACTION:

_____ Passed

_____ Passed with noted modifications

_____ Tabled

Disapproved _____

Continued _____

New Date __

Report to the Board of Animal Services Commissioners
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1 **LAMC SEC. 53.09. STRAY ANIMALS. NOTICE REQUIRED.**

(a) **(Amended by Ord. No. 133,983, Eff; 4/10/67.)** Any person finding at any time any stray domestic animal or any such animal found running at large contrary to the provisions of this article may take up such animal; provided, however, that persons taking up such animal shall, within four hours thereafter, or within two hours thereafter if such animal is attached or hitched to a vehicle, give notice to the Department or to some police officer, of the fact that he has such animal in his possession, and shall furnish thereto a description of such animal and a statement of the place where he found and where he has confined the animal.

In case such notice is given to any police officer, such officer shall immediately notify the Department and shall furnish all the information which has been obtained regarding such animal.

If the taking up of such animal occurs at a time when the Public Pound is not open for the transaction of business, the notice required herein shall be made to the Department within the time herein required after such pound is again open for business.

(b) Any person taking up any such stray animal found running at large or contrary to the provisions of this article shall surrender such animal to the General Manager of the Department or his duly authorized representative upon demand thereof.

(c) No person taking up any animal shall fail or neglect to give notice thereof as required by this section or fail or refuse to surrender such animal to the General Manager or his duly authorized representative upon demand therefo

<http://caspca.org/services/i-have-found-a-pet/>
<http://caspca.org/found-dog-report-3/>



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- Adopt
 - Adopt a Dog
 - Adopt a Cat
 - Adopt Small Animals
 - Barn Cats
 - Angel Adoptions
 - Meet our Virginia National Bank Pet of the Month
- Spay/Neuter
 - Why Spay/Neuter?

- Spay/Neuter Information & Fees
- Surgery Instructions
- Spay/Neuter Application
- Community/Feral Cats
- Trapping for Spay/Neuter
- Surrounding Counties
- Rescue Groups
- Volunteer/Foster
 - Adult Volunteers
 - Junior Volunteers
 - Court Ordered Community Service
 - Become a Foster Family or Adoption Ambassador
 - Current Fosters
- Give
 - Donate Now
 - Recurring Monthly Donations
 - One-Time Gift
 - Membership
 - Monthly Membership Gift
 - Membership Gift
 - In Honor of/Memorial Gifts
 - Order a Commemorative Brick
 - Make a Tribute Gift
 - "In Memory of" Pets Memorial Wall
 - "In Memory of" People Memorial Wall
 - "In Honor of" Pets Memorial Wall
 - "In Honor of" People Memorial Wall
 - Sponsor-a-Pet!
 - Naming Opportunities
 - Adopt-A-Kennel
 - How Kids Can Help
 - Donate Stock/Mutual Funds
 - Legacy Gifts
 - Community Partners
 - Wish List
 - Cash for Critters
 - Privacy Policy
- Services
 - Dog Training Classes
 - Dog Obedience 101
 - Dog Obedience 201
 - Puppy Kindergarten
 - Microchipping & Rabies
 - Birthday Parties

Charlottesville Albemarle SPCA

I have found a pet

If you have found a pet in the Charlottesville-Albemarle area, fill out a report at the appropriate link below. Provide as much detail as possible including a physical description of the animal. If you have found a pet in another jurisdiction, refer to the list of regional animal shelters on the "I Have Lost a Pet" page.

[File A Found Dog Report](#)

[File A Found Cat Report](#)

Keep the pet safe. If you are able to house the pet until reunited with their owner, we recommend that you keep them separated from your own pets. A pet may be microchipped or tattooed. Check with the SPCA to get the pet scanned as soon as possible! If you are unable to hold the pet, please bring it to the SPCA.

Help find the owner. After you file a found report with the SPCA, place a [Craigslist](#) ad in the lost and found section or post found dog/cat posters in your neighborhood. Include a photo, a description of where it was found, and the contact information for where the pet is being held.

Re: Allowing Community members to foster found animals and help find owners.

Inbox x Admin Office pets@hsfc.org via humanesocietyno088.onmicrosoft.com 11:37

AM (3 minutes ago)

to me

Good Afternoon,

1.) Do the finders of lost pets have to come to one of your shelters to have the pet scanned for a microchip or can they have it done at their vet without visiting the shelter?

We can scanned here, but it is easier to take any animal to the shelter or a vet.

2.) Do you require the person who found the animal to come to the shelter to get the pet scanned or anything else?

No I do not require them to come here. I ask them to register the animal as "found" on the Fairfax County Animal Shelter and to put up flyers in the area. I will take down the information of the found animal and see if it matches any of the companies that send lost/found animal emails from our area.

3.) If NO to number one, have you had any challenges with the finders?

Not really. We did have one person walk his found dog into our building. We just gave him the information.

4.) Would you say that the program has been helpful, nothing changed or created problems?

Nothing has changed. We reply on the lost/found email system and the Fairfax County Animal Shelter.

Kerry Bitterman

Office Coordinator

4057 Chain Bridge Road, Fairfax VA 22030

703.385.7387 Admin Office

703.935.8225 FAX

E-mail: pets@hsfc.org

Website: www.hsfc.org

Re: Allowing Community members to foster found animals and help find owners.

Inbox x

Jose Ocano

Jul 19 (5
days
ago)

to me

Hi there,

I am so happy to to finally be in LA (technically driving down tomorrow).

below are my answers:

1.) Do you require the person who found the animal to come to the shelter to get the pet scanned or anything else?

No we did not. We make recommendations on what to do, but our perspective is that the community is our partner and we trust them. PACC files a "found" report and we let them know our call center is available seven days a week to help guide them through this process.

2.) If NO to number one, have you had any challenges with the finders?

We have not. Finders who are making the effort to contact and engage to the shelter want to do right by the animal and the owner. We had similar advocates and concerned constituents when we were first going to launch the program, but we stood firm in not making policy decisions that were based in fear, myths, and assumptions that people are "bad", "dumb", "don't care", etc.

3.) Would you say that the program has been helpful, nothing changed or created problems?

The program has been very helpful and was a critical first step in programs that partner with the community. We took it a step further and coach the finders after the legal stray time has expired to either keep the pet or re-home it themselves. We make the process simple and non punitive.

The "found animal" program is only one small aspect of what the Pet Support Center does and has actually been something PACC has offered for years, even prior to the launch of the PSC. The PSC is a call center (funded entirely by Petsmart Charities) focused on supporting all members of the community who are seeking support, options and solutions for their pet needs. PSC spends the largest portion of their time talking with owners on solutions to keeping pets in the home and should the owner not be receptive to any of the suggestions, the PSC staff schedule healthy owner surrenders by appointment. since calendar YTD, owner surrenders have decreased by 36% and stray intake by 8%.

Pima County seems different from LA where we don't require actual policies for our practices and programs.

I am happy to link you or someone from your team with the Cynthia who is the coordinator for the

PSC.

Also, important to note, that we build many of our practices from Arizona Humane Society's Pet Resource Center.

Let me know if you have any follow up questions and feel free to give me a call anytime at [520-247-2171](tel:520-247-2171). :-)

<http://support.humanerescuealliance.org/site/PageServer?pagename=lostfoundpet&AddInterest=1047#if>

Humane Rescue Alliance (Washington DC)
Animals. People. Community.
Lost or Found a Pet?

If You Found an Animal

If you have found a lost or abandoned animal, please contact us as we may be able to provide guardian information if the guardian has filed a Lost Report with us.

If you are able to safely house the animal while you wait for a guardian to come forward:

1. Call 202-576-6664 (option 2) and file a Found Report so that we can connect a guardian with you when they call. If you choose this option, we encourage you to bring the animal to the adoption center to be scanned for a microchip and to be photographed for the website.
2. File a lost report online with this [form](#). Upon submitting, call 202-576-6664 to confirm receipt, then send a photo of the pet to dispatch@humanerescuealliance.org.
3. Many forms of ID tags are traceable so please alert a representative to any ID, vaccination or microchip tag you see. If we are able to identify the animal remotely by researching an ID tag, and you elect to retain the animal while we locate the guardian, a photograph of the pet can be submitted to dispatch@humanerescuealliance.org in a jpeg format.
4. Flyers placed in your neighborhood can aid in reuniting a pet with his/her guardian as well as posting on Craigslist under the lost/found community page.

If you need the animal to be housed at the shelter:

1. Drive the animal to the New York Avenue Adoption Center located at 1201 New York Avenue, NE. Be prepared to report landmarks or crossroads where the animal was found.
2. If you cannot transport the animal, contact DC Animal Care & Control dispatch line at 202-576-6664 (option 1).

Animals are held for a period of five days before they become the property of the Humane Rescue Alliance.

Help Your Pet Get Home

Always keep a current identification tag on your pet. If your dog or cat wears a tag that has his or her name, your name, full address, and phone number, your lost pet will stand a better chance of getting home. Your pet's I.D. tag is the best ticket home!

Remember to update your pet's tag when you move. And be sure to keep a current photo of your pet in case he or she ever becomes lost. We also offer microchipping services.

It is important to always keep a current rabies and license tag on your pet, in accordance with local laws. DC requires that all dogs are annually licensed and that they are vaccinated for rabies and DHPP.

Prevent Your Pet from Straying

Dogs and cats who are spayed or neutered roam less. Learn more about [spay/neuter services](#) offered by the Humane Rescue Alliance.

Re: Allowing Community members to foster found animals and help find owners.

Inbox x

Nicolette Delmuro

9:11 AM
(2 hours
ago)

to me

Hi Brenda,

Happy to help! We don't require finders to bring lost animals into our shelter. We do ask that they complete a 'lost report,' which you can see on our website, so if they take the animal to a vet to get scanned, they can enter the microchip number in the report. I'm not sure what types of challenges you'd be referring to - if you want to share what you're running into, I can speak more to that.

Very rarely do people want to foster found animals in their home. If they do, most times we find they just keep the animal without consulting us, and put up posters/flyers in their neighborhood.

Kindly,

On Thu, Jul 20, 2017 at 8:16 PM, Brenda Barnette <brenda.barnette@lacity.org> wrote:

Hello Nicollette,

I am working on a program for our City to allow people who find dogs and cats to registered them with Los Angeles Animal Services, foster them, have them scanned for a microchip and post notices with pictures to help locate the owner.

I see from your website that you have a similar program and that individuals foster found animal and help look for the owner.

Could you please answer a few questions about your program?

- 1.) Is the finders of a lost pet required to come to one of your shelters to have the pet scanned for a microchip or can they have it done at their vet without visiting the shelter?
- 2.) If NO to number one, have you had any challenges with the finders?
- 3.) Would you say that the program has been helpful, nothing changed or created problems?

Is there anything else I should have asked?

If you have a copy of the policy, I'd love to see a copy.

Thanks for your time,

Brenda

--

Brenda F. **Barnette**
General Manager

LA Animal Services
Administrative Office
Department of Animal Services
221 N. Figueroa Street, Suite 600
Los Angeles CA 90012

(213) 482-9558 (office)
(213) 435-0815 (cell)
(213) 482-9511 (fax)

www.laanimalservices.org

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ads in local papers and post notices on social media sites such as Craigslist. There may be additional Lost of Found reports at the Humane Society and not yet published online. Please be sure to come in to review all reports in our Lost and Found area.

4. If you find wildlife:

HSPPR is not licensed to accept wildlife. If you find orphaned or injured wildlife, including deer, birds, rabbits, turtles or tarantulas, please contact the Division of Wildlife at 719.227.5200.

to me, Washoe311, Carol

Hi Brenda,

I have responded to your inquiries below. We do not have a policy for handling this however we do have a process that we follow.

It appears that you have a similar program and that individuals can list found animals through your website.

Could you please answer a few questions about your program?

- 1.) Do the finders of lost pets have to come to one of your shelters to have the pet scanned for a microchip or can they have it done at their vet without visiting the shelter? [If an individual comes to into the shelter with a found pet we always scan for a chip and whether it has a chip or not, we highly encourage people to leave the pet at the shelter. Worst case scenario, if finder does not want to leave found pets we will do a found report before they leave. Some finders do go directly to their vets to have the pets scanned, and they attempt to contact owner on their own \(Either with owner information they have gathered through microchip or by doing a found report\). Again we advise that if they cannot contact owner to bring found pet in or call to have an officer pick up.](#)
- 2.) Do you require the person who found the animal to come to the shelter to get the pet scanned or anything else? [In Nevada pets are considered property, therefore we always tell a finder they need to bring the pet into the shelter if owner isn't located. If they are interested in adopting we give animal id number, just in case it becomes available after 5 day stray period.](#)
- 3.) If NO to number one, have you had any challenges with the finders? [There are some challenges as many finders are reluctant to leave an animal at the shelter, and although they do a lost report on our website we still come across many pet owners that do not have access to the internet. It is also hard to track how many go back home.](#)
- 4.) Would you say that the program has been helpful, nothing changed or created problems? [For the most part uploading pictures of found pets has been helpful as many pet owners become aware there pets are at the shelter because they visited our website.](#)

Could you please answer a few questions about your program? Same as above

- 1.) Do you require the person who found the animal to come to the shelter to get the pet scanned or anything else?
- 2.) If NO to number one, have you had any challenges with the finders?
- 3.) Would you say that the program has been helpful, nothing changed or created problems?

Is there anything else I should have asked?

If you have a copy of the policy, I'd love to see a copy.

Sincerely,

Shyanne Schull
Director
Washoe County Regional Animal Services
2825A Longley Lane
Reno, NV 89502
[775.328.2142](tel:775.328.2142) Office
[775.322.3647](tel:775.322.3647) Dispatch
Sschull@washoecounty.us
www.washoeanimals.com

Tamara Egley <tegley@hsppr.org>

Aug 2
(1 day
ago)

to me

Hi Brenda,

This is Tamara from HSPPR. I am so sorry that it has taken me so long to respond to your email. I was on vacation and have finally caught up on email. We do not require finders to come here to have animals checked for microchips. We do recommend that they go to their vet and have the animal scanned. Of course, they are welcome to come here and we will gladly scan. We do try to encourage they go to a veterinarian as we have a very busy lobby. We find that overall people want to help and will do the right thing by returning animals to their owners.

There are times when finders decide they aren't going to return an animal for reasons such as, the pet seems neglected or abused or if they were a good owner they pet would not have been running at large. In these cases we try to educate to bring pet here so Animal Law Enforcement can look at case and follow up if needed. We also advise that the pet will never legally be theirs and rightful pet owner can take legal action. If a pet owner comes forward and lets us know that finder will not return pet we advise them to file stolen property report with Police and that it is a civil situation as we are not in custody of the pet. This does not happen often.

We have found that this is a very helpful process with lost reporters and found reporters being able to connect and keep us out of the loop and pets out of the shelter.

I wish you well and if you have any other questions please feel free to ask.

Tamara

Humane Society of Pikes Peak Region, Co.