



BOARD OF ANIMAL SERVICES COMMISSIONERS
CITY OF LOS ANGELES

REGULAR MEETING AGENDA
Tuesday, February 13, 2018
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 171428 HAR**
Respondent: Matthew Garland
Harbor Animal Care and Control: Lieutenant Robert Rios
Complaining Witness: Edgar Ojeda and Cynthia Ojeda
2. **Dangerous Animal Case: DA 171223 WV**
Respondent: Robin Permaul and Lawrence Permaul
West Valley Animal Care and Control: Captain Wendell Bowers
Complaining Witness: Kathy Kalaba

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 January 23, 2018. (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. BOARD REPORTS

- A. Animal Welfare Trust and Animal Sterilization Fund Balances for December 2017. (Public comment limited to one minute per speaker).
- B. Request to Purchase Incubators to Save Underage Kittens. (Action Item; Public comment limited to two minutes per speaker).
- C. Request to Enter into Contract for Operation of the West Valley Spay/Neuter Clinic. (Action Item; Public comment limited to two minutes per speaker).

7. ADJOURNMENT

Next Regular Meeting is scheduled for 7:00 P.M. February 27, 2018, at West Valley Animal Shelter, 20655 Plummer St., Chatsworth, CA 91311.

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**

LARRY GROSS
PRESIDENT

OLIVIA E. GARCIA
VICE PRESIDENT

COMMISSIONERS

LAYNE DICKER

ALISA FINSTEN

ROGER WOLFSON

City of Los Angeles

CALIFORNIA



**ERIC GARCETTI
MAYOR**

**DEPARTMENT OF
ANIMAL SERVICES**

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GENERAL MANAGER

Vacant
ASSISTANT GENERAL MANAGER,
Administration

Vacant
ASSISTANT GENERAL MANAGER, Life-Saving

DR. JEREMY PRUPAS
CHIEF VETERINARIAN

NOTIFICATION OF ADMINISTRATIVE APPEAL HEARINGS

**To Be Held:
Tuesday, February 13, 2018, 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 § 53.18.5(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 171428 HAR**
Respondent: Matthew Garland
Harbor Animal Care and Control: Lieutenant Robert Rios
Complaining Witness: Edgar Ojeda and Cynthia Ojeda
- 2. Barking Dog Noise Case: BD 171223 WV**
Respondent: Robin Permaul and Lawrence Permaul
West Valley Animal Care and Control: Captain Wendell Bowers
Complaining Witness: Kathy Kalaba

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, January 23, 2018 at 9:00 AM

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

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

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

Meeting called to order at 9:02 a.m. Commissioners present were Gross, García, Dicker, Finsten and Wolfson. (NOTE: Commissioner Wolfson was not present at the time attendance was taken but arrived at 9:07 a.m.). Also present from Los Angeles Animal Services (LAAS) Board Secretary Johana Moran, General Manager (GM) Brenda Barnette and Assistant City Attorney (ACA) Dov Lesel.

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

I. ADMINISTATIVE APPEALS

1. Possible Dangerous Animal Case: DA 172455 NC

Respondents: Narek Davityan

North Central Animal Care and Control: Lieutenant Angela Hooks

Complaining Witness: William Greenfield, Hayley Greenfield, John Daughtrey and Lisa Welti

Respondent Narek Davityan was present and argued against witness testimony and conduct of the hearing. There were no witnesses present although a written statement was received by the Board from William and Hayley Greenfield. **ACA Lesel** asked Mr. Davityan if he received a copy of the statement. Mr. Davityan acknowledged that he received the statement and asked if it was submitted less than seven days ago. **Ms. Moran** confirmed that the statement was submitted less than seven days ago. **Commissioner Garcia** noted that the Board will take that into consideration. The Board admonished Mr. Davityan that he should have ensured proper confinement of his dogs and allowing them to run at large threatened the dogs' safety and public safety. Mr. Davityan downplayed the seriousness of the reported incidents.

The Board discussed the merits of the appeal, the evidence provided to the Hearing Examiner, and the grounds supporting the General Manager's determination. The Board found that the evidence supports the decision of the General Manager and that the hearing was properly conducted.

Commissioner Wolfson made a motion to uphold the decision of the General Manager to revoke the licenses for Russell and Zulal and prohibit Mr. Davityan from having dogs for three years. **Commissioner Gross** seconded and the motion was approved by a unanimous vote of 5-0.

Public Comment:
None.

2. Possible Dangerous Animal Case: DA 161242 EV

Respondent: Edward Olshansky
East Valley Animal Care and Control: Lieutenant Jose Gonzalez
Complaining Witness: Gihan Thomas

Respondent Edward Olshansky was present with his spouse Ilana Makovoz and represented by legal counsel Jill Ryther and Ms. Makovoz. Ms. Ryther and Ms. Makovoz argued that the evidence does not support the decision of the General Manager and that the hearing officer denied the respondent the right to due process. Counsel mentioned prior incidents involving Ms. Thomas and other neighbors. **Commissioner Gross** and **ACA Lesel** interrupted Counsel to advise that those incidents are not in the record and not admissible. **Commissioner Wolfson** inquired which of the Terms and Conditions (T&C) Counsel is appealing and Counsel responded that they wish to appeal all T&C in a complete reversal of the General Manager's decision because the evidence does not support that a dog bite occurred. Counsel added that Ms. Thomas's dog attacked first. Complaining Witness Gihan Thomas was present and recounted the details of the incident and resulting injuries she sustained. Ms. Thomas asserted that she saw the dog bite her and that the hearing was conducted properly. Ms. Ryther and Ms. Makovoz alleged in rebuttal that Ms. Thomas gave false testimony, falsified evidence and the hearing conduct was improper.

The Board discussed the merits of the appeal, the evidence provided to the Hearing Examiner, and the grounds supporting the General Manager's determination. The Board remarked that well-reasoned arguments were presented. **Commissioner Dicker** found that the decision of the General Manager is not appropriate; is in favor of modifying the T&C.

Commissioner Dicker made a motion to reverse the decision of the General Manager on the basis that the respondent was deprived of due process. **Commissioner Wolfson** seconded and the motion failed to earn a majority vote.

Commissioner Dicker made a motion to reverse the decision of the General Manager on the basis that the Hearing Examiner lacked a preponderance of evidence. **Commissioner Wolfson** seconded and the motion failed to earn a majority vote.

Commissioner Wolfson made a motion to uphold the General Manager's decision to reissue the license for Hugo and modify the Terms, Conditions and Restrictions, removing the requirements for the dog muzzle and training. **Commissioner Dicker** seconded and the motion was approved by a unanimous vote of 5-0.

Public Comment:
None.

II. REGULAR COMMISSION MEETING

1. PUBLIC COMMENT

Narek Davityan: Criticized the Board's existence and handling of appeals.

- 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: Relayed the Valley Alliance of Neighborhood Councils' (VANC) support for the Environmental Impact Report (EIR) for the proposed Citywide Cat Program; the Tarzana Neighborhood Council's (TNC) support for leasing the Jefferson Park Animal Shelter facility to the Best Friends Animal Society (BFAS) and support for LAAS to report back with a feasibility analysis presenting the benefits and risks of providing an Association of American Feed Control Officials (AAFCO) approved plant-based diet for shelter dogs. Mr. Mausner congratulated the General Manager and the Department for achieving no-kill for dogs.

Public Comment:
None.

3. COMMISSION BUSINESS

A. Approval of the Minutes for Meeting of January 9, 2018.

Commissioner Dicker made a motion to approve the minutes of January 9, 2018. **Commissioner Garcia** seconded and the motion was approved by a unanimous vote of 5-0.

Public Comment:
None.

4. ORAL REPORT OF THE GENERAL MANAGER

GM Barnette discussed the following:

- The North Central Animal Shelter staff and volunteers are operating out of modular units in preparation for construction; it is estimated that this project will take 2-3 years to complete; the ground had begun to sink and massive pillars are needed to keep it level; there is more space in the modular units than in the building; all units are equipped with heating, ventilation and running water.
- LAAS is working with LAFD and the City on emergency evacuation plans for large animals during catastrophic situations such as fires or mudslides; GM Barnette met with senior staff and discussed bringing back a program for volunteer equestrians to help in case of emergency; working on MOU with a closer equestrian center; Pasadena has offered to help in emergencies.
- Last week, GM Barnette spent a day with colleagues from all across the United States discussing strategies for making the entire country no-kill.
- The Department is working on backlog of initiatives including removing breed

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labels, spay/neuter and sheltering at home.

- Interviews were held for the Assistant General Manager over Administration and a decision is on hold pending interviews for the Assistant General Manager over Operations which may be held next week.
- GM Barnette is working with Personnel Dept. to fill the Director of Volunteer Services position.
- Volunteer Liaisons are in four of the six shelters; the Department is seeking a Life Saving Coordinator for each shelter; these are not new positions, they are working titles for existing Animal Care Technicians who are willing to go the extra mile and do a little something extra during their regular working hours.

Public Comment:

Phyllis Daugherty: Spoke on horse licensing and microchipping. Ms. Daugherty stated that horse owners need to take responsibility in emergency situations.

GM Barnette introduced new LAAS Public Relations Specialist Ashley Rodriguez and the Board extended a warm welcome.

5. COMMISSIONERS' ORAL REPORTS AND FUTURE AGENDA ITEMS

Commissioner Wolfson: Asked for confirmation that the report on plant based dog food will be on the agenda for the meeting of March 13. **Commissioner Gross** stated that the date is tentative and depends on staff. **GM Barnette** acknowledged that the Department's goal is for March 13. **Commissioner Wolfson** explained the importance of being clear about when this will happen and that the "study" is research compiled by the Department, not a recommendation. **ACA Lesel** counseled that the Brown Act prohibits entering into a discussion on items not on the agenda. **Commissioner Wolfson** replied that he understood and is trying to firm up a reasonable date; added that it exceeds the 60 days the Board publicly agreed on.

Commissioner Garcia: Requested more details on the status of the new vans. **GM Barnette** stated that the Department received three vans with additional vans on the way. **Commissioner Garcia** would like to see free spay/neuter programs offered for cats and kittens.

Commissioner Finsten: Asked about the report on the phone system. **GM Barnette** responded that the Department's IT staff is participating in meetings with 311 and expects an update may be available soon.

Commissioner Dicker: Spoke about more work needed to reach no-kill for cats and kittens; need for shelter intervention programs at each shelter; proposed a list of written materials to comprise education packets for adopters; proposed the Department submit a recommendation to City Council to issue a ban on ear cropping and pinning, tail docking and tattooing of pets.

Commissioner Gross: Spoke on the need to educate the public on laws pertaining to the leash law, spay/neuter and licensing; requiring posting of laws at pet stores

and veterinary offices; ties to list of materials mentioned by Commissioner Dicker.

Public Comment:
None.

6. Discussion Items

A. Auction Adoption Issues.

Commissioner Gross provided an overview of an incident involving dog owners that surrendered a senior dog and immediately tried to adopt a younger pet in shelter auction. **ACA Lesel** announced that copies are available of his report on this topic and provided a synopsis of the laws, Department policy and possibility of eliminating the auction system. **GM Barnette** commented that it is not a simple matter and requires thought and consideration on the best action to take. **Commissioner Dicker** made several suggestions on alternatives and distributed copies of his research on the laws; determined that the laws are not applicable. Thoughts on the auction process were discussed including possible financial impact and alternatives.

Public Comment:

Phyllis Daugherty: Thanked ACA Lesel for the report and stated that the practice of auctioning animals brings in money and is required by law.

Commissioner Gross asked that ACA Lesel continue to research the topic and report back to the Board on possible alternatives; added that he'd like to see the Department develop more programs to place senior dogs. **Commissioner Garcia** mentioned the legislative challenges and that the Board should seek to advance the issue; added her support for eliminating disparity for families. **ACA Lesel** counseled that it is far from given that we can move away from auctions, he will continue to research; advised the Department to analyze how much money is generated by auctions and what process would take the place of auctions.

7. Board Reports

A. Oral Staff Report on Staffing Levels.

GM Barnette reported on vacant positions including two Assistant General Managers, Director of Volunteer Services, Management Analyst, Animal Care Technicians, Clerks and Animal Control Officers. **GM Barnette** relayed that she met with the leadership team on how to do more with less including distribution of spay/neuter vouchers; she has taken on many tasks that previously fell to AGM's. **GM Barnette** commended staff's resilience coping with the shortage; two District Field Supervisors are still out, one is retiring and the other is on medical leave. **Commissioner Dicker** spoke on the importance of utilizing volunteers. **GM Barnette** spoke about some of the training certain staff is receiving.

Commissioner Wolfson mentioned that he would like to reinstate the LAASEE awards.

Public Comment:
None.

- B. Recommendation to Start Reporting Calendar Year Numbers in Shelter Management Reports and Implement an Assistant General Manager of Life Saving Along with a Life Saving Coordinator at Each Shelter.

GM Barnette clarified that these are working titles to be added to current positions, these are not new positions; the AGM over operations will become known as the AGM of Life Saving; progressive shelters in other areas are doing the same; the title keeps life saving out in front, it is important that we do not forget what we are here to do. It does not exclude the field staff; field officers are the goodwill ambassadors training people how to take care of their animals, to obey leash laws, that tethering is not okay and spay/neuter is mandatory; they become our PR representatives out in the field. The AGM job description has not changed, the AGM will oversee operations; same for the life saving coordinators in the shelters. **GM Barnette** spoke on adding fiscal year numbers to shelter management reports to gradually transition away from Fiscal Year.

Public Comment:

Jeffrey Mausner: Spoke in favor proposal to add Life Saving titles and recommended that the Department seek input from shelter volunteers to select appropriate Life Saving shelter staff.

Commissioner Dicker made a motion to approve the Recommendation to Start Reporting Calendar Year Numbers in Shelter Management Reports and Implement an Assistant General Manager of Life Saving Along with a Life Saving Coordinator at Each Shelter. **Commissioner Garcia** seconded and the motion was unanimously approved by a vote of 5-0.

- C. Recommendation to Approve the Memorandum of Understanding with the Community College District for Use of their Equestrian Center at Pierce College for Emergency Sheltering of Large Non-Exotic Animals.

ACA Lesel presented a brief overview of the MOU, including the history of cooperation between various agencies during emergencies and that the MOU will be submitted to City Council for their approval after the Board approves. **GM Barnette** added that Pierce College has allowed LAAS to use the facility before; the County has an MOU with Pierce College for the same purpose.

Commissioner Finsten made a motion to approve the Memorandum of Understanding with the Community College District for Use of their Equestrian Center at Pierce College for Emergency Sheltering of Large Non-Exotic Animals. **Commissioner Dicker** seconded and the motion was approved by a unanimous vote of 5-0.

Public Comment:
None.

8. ADJOURNMENT

Meeting ended at 11:17 a.m.

DEPARTMENT OF ANIMAL SERVICES
STATEMENT OF REVENUE AND EXPENSES
FUND 842- ANIMAL STERILIZATION FUND (ASF-06005A)
For the period July 1 to December 31, 2017

	July 1- Nov 30, 2017	Dec 1-31, 2017	(A + B = C)
	YTD Revenue (A)	Current Month (B)	Total (C)
Revenue			
Spay and Neuter Fees (\$7 for sterilized; \$2 for intact)	\$365,732.10	\$63,741.11	\$429,473.21
Donations & Contributions	233,769.52	4,009.67	\$237,779.19
General Fund Subsidy (None for 2017-18)	0.00		\$0.00
Total Revenue	\$599,501.62	\$67,750.78	\$667,252.40
	YTD Expenses (A)	Current Month (B)	Total (C)
Expenses/Encumbrances			
Spay and Neuter Program	\$973,161.70	\$174,491.00	\$1,147,652.70
Transfer to General Fund (for administrative support of the s/n program)			\$0.00
Total Expense	\$973,161.70	\$174,491.00	\$1,147,652.70
Net Income (Loss)	(\$373,660.08)	(\$106,740.22)	(\$480,400.30)
Cash Balance, beginning , 12/01/2017			\$3,919,451.05
Cash Balance, end, 12/31/2017			\$3,813,362.83
Restricted Funds			
Dog/Cat Spay & Neuter Deposits	\$60,636.50		\$60,636.50
Pet Adoption Deposit	\$2,082,545.41	(\$11,568.00)	\$2,070,977.41
Unrestricted & Undesignated Fund Balance			\$0.00
Fund Balance Residual Encumbrance ²	\$1,107,757.87	(\$94,520.22)	\$1,013,237.65
Residual Equity Transfer ⁴	\$668,511.27		\$668,511.27
Total	\$3,919,451.05	(\$106,088.22)	\$3,813,362.83

¹ Represents \$40 collected per adoption per Food and Act Code. For Adoption S/N payments only

² Represents net spendable and available funds in the current year

³ Fund 543 (\$668,137.27) and Fund 841 (\$374) were closed. Proceeds went to Animal Sterilization Fund per CF 10-1277.

DEPARTMENT OF ANIMAL SERVICES
SCHEDULE OF DONATIONS & CONTRIBUTIONS
FUND 842- ANIMAL STERILIZATION FUND (ASF-06005A)
For the period July 1 to December 31, 2017

	July 1- Nov 30, 2017	Dec 1-31, 2017	(A + B = C)
	YTD Revenue (A)	Current Month (B)	Total (C)
Donations & Contributions			
Donations via direct solicitation	1,093.00	25.00	1,118.00
Donation-California Community Fund	0.00		0.00
Donation -- Big Fix	2,606.00	10.00	2,616.00
Donations -- \$250 and below	24,363.02	2,283.67	26,646.69
California Community Foundation -- Nellie Rhode Trust	0.00		0.00
Grant-ASPCA ² -New Hope Adoption	0.00		0.00
Grant-ASPCA - Cat Adoption	200,000.00		200,000.00
Online Donations	5,707.50	1,691.00	7,398.50
Total Donations & Contributions	233,769.52	4,009.67	237,779.19

DEPARTMENT OF ANIMAL SERVICES
SCHEDULE OF SPAY AND NEUTER PAYMENTS BY PROGRAM
Residual encumbrance (APPR 06005A) and Pet Adoption Deposit (BSA 2228)
For the period July 1 to December 31, 2017

	July 1- Nov 30, 2017	Dec 1-31, 2017	TOTAL
\$30/\$70 Voucher Coupons (ASF)			
Contractual			
ASPCA	\$65,275.00	\$9,800.00	\$75,075.00
SNP LA -EV	\$0.00		\$0.00
SNP LA -HARBOR	\$12,630.00	\$2,205.00	\$14,835.00
VALUE VET	\$5,780.00	\$910.00	\$6,690.00
SPAY4LA	\$2,060.00		\$2,060.00
WESTERN UNIV	\$820.00	\$1,540.00	\$2,360.00
Lucy Pet Foundation	\$1,715.00	\$140.00	\$1,855.00
Non-Contractual	\$143,790.00	\$25,230.00	\$169,020.00
Total \$30/\$70 Voucher Coupons	\$232,070.00	\$39,825.00	\$271,895.00
Adoption Vouchers (ASF & PAD)			
Contractual			
ASPCA	\$83,036.50	\$16,827.50	\$99,864.00
SNP LA -EV	\$0.00		\$0.00
SNP LA -HARBOR	\$67,705.20	\$13,842.00	\$81,547.20
VALUE VET	\$75,030.00	\$12,220.00	\$87,250.00
WESTERN UNIV	\$11,185.00	\$6,350.00	\$17,535.00
Amanda Foundation	\$27,740.00	\$7,285.00	\$35,025.00
Lucy Pet Foundation	\$595.00		\$595.00
Non-Contractual	\$380,655.00	\$55,010.00	\$435,665.00
Total Adoption Vouchers	\$645,946.70	\$111,534.50	\$757,481.20
Mobile Van Spay & NeuterSpay (ASF)			
Amanda Foundation	\$53,085.00	\$41,800.00	\$94,885.00
Lucy Pet Foundation	\$215,125.00	\$36,955.00	\$252,080.00
SPAY4LA	\$107,395.00	\$17,205.00	\$124,600.00
Total Mobile Van Spay & Neuter	\$375,605.00	\$95,960.00	\$471,565.00
GRAND TOTAL SPAY AND NEUTER EXPENSES(ASF/PAD)	\$1,253,621.70	\$247,319.50	\$1,500,941.20

DEPARTMENT OF ANIMAL SERVICES
SCHEDULE OF SPAY AND NEUTER EXPENSES
FUND 842- ANIMAL STERILIZATION FUND (ASF 06005A)
For the period July 1 to December 31, 2017

	July 1- Nov 30, 2017	Dec 1-31, 2017	(A + B = C)
Amanda Foundation (\$500,000 mobile spay/neuter contract-126901)	\$79,945.00	\$48,605.00	\$128,550.00
ASPCA (\$500,000 contract for SLA clinic-123811)	\$104,271.50	\$3,667.50	\$107,939.00
Lucy Pet Foundation (\$500,000 mobile spay/neuter contract-126900)	\$216,180.00	\$37,095.00	\$253,275.00
SPAY4LA(\$500,000 mobile spay/neuter contract-125233)	\$109,330.00	\$17,205.00	\$126,535.00
SNP LA (\$500,000 contract for Harbor s/n clinic-125639)	\$69,295.20	\$3,548.50	\$72,843.70
SNP LA (\$500,000 contracts for East Valley s/n clinic-117333)	\$0.00		\$0.00
Value Vet (\$500,000 contract for WLA s/n clinic-125775)	\$69,090.00	\$10,130.00	\$79,220.00
Western University (\$500,000 Contract 129781 for EVC)	\$12,005.00	-\$3,710.00	\$8,295.00
Other participating vets	\$313,045.00	\$57,950.00	\$370,995.00
Total S/N Program(ASF)	\$973,161.70	\$174,491.00	\$1,147,652.70

DEPARTMENT OF ANIMAL SERVICES
SCHEDULE OF SPAY AND NEUTER EXPENSES
FUND 842- ANIMAL STERILIZATION FUND (APPR 06005A)
For the period July 1 to December 31, 2017

	July 1- Nov 30, 2017	Dec 1-31, 2017	(A + B = C)
OTHER PARTICIPATING VETS	YTD Revenue (A)	Current Month (B)	Total (C)
All Pets Medical Center -William Martin	\$0.00		\$0.00
Affordable Animla Hospital _Eagle Rock	\$1,758.00		\$1,758.00
Affordable Animla Hopsital -Silverlake	\$1,906.00		\$1,906.00
Aloro Pet Clinic -Suresh V. Dogra DVM Inc.	\$8,427.00		\$8,427.00
Angeles Vista Pet Clinic - John D. Hardy	\$0.00		\$0.00
Angelus Pet Hospital -Ahmed A. Khalek	\$44,638.00	\$6,680.00	\$51,318.00
Animal Health Care Ctr -Lisa Hsuan Inc.	\$0.00		\$0.00
Animal Hospital LA Inc.	\$0.00		\$0.00
Animal Rescue Center -Sis Inc.	\$15,530.00		\$15,530.00
Avenue 26 Small Animal Hospital	\$0.00		\$0.00
Best Friends Animal Society	\$40,294.00	\$5,815.00	\$46,109.00
Beverly Vigil/DR. Seong Kim Veterinary Corp	\$325.00	\$50.00	\$375.00
Center Sinai Animal Hospital -Barlin Inc.	\$5,590.00	\$1,490.00	\$7,080.00
Community Vet Hospital -Delora Lauver/Edward James Lauver	\$15,698.00	\$1,725.00	\$17,423.00
Cozycroft Pet Hospital - Steve Haerther DVM Inc.	\$11,991.00	\$2,310.00	\$14,301.00
Devonshire Animal Hospital	\$0.00		\$0.00
Dog & Cat S/N Clinic -MK Veterinary Corporation	\$4,855.00		\$4,855.00
Eagle Glen Veterinary Clinic	\$0.00		\$0.00
Family Veterinary, Inc.	\$38,159.00	\$8,555.00	\$46,714.00
Fixnation, Inc	\$4,202.00		\$4,202.00
Gateway Animal Hospital	\$16,544.00	\$1,750.00	\$18,294.00
Green Dog & Cat Hospital -Dina N. Bahl	\$400.00	\$100.00	\$500.00
Highland Park Animal Hospital	\$710.00	\$160.00	\$870.00
Highland Veterinary Hospital, Inc.	\$0.00		\$0.00
Holiday Humane Society	\$0.00		\$0.00
JP Pet Clinic	\$162.00	\$345.00	\$507.00
Kinder4Rescue	\$3,255.00	\$2,030.00	\$5,285.00
LA Central Animal Hospital	\$1,610.00	\$555.00	\$2,165.00
Mar Vista Animal Med Ctr -Wendy C Brooks	\$760.00	\$230.00	\$990.00
Marco Pet Care	\$690.00		\$690.00
MK Veterinary Clinic	\$1,430.00		\$1,430.00
Natalie Moshe	\$0.00		\$0.00
N. Valley Vet Clinic -Todd A. Bender	\$0.00		\$0.00
North Figueroa Animal Hospital	\$87,535.00	\$15,990.00	\$103,525.00
Northridge Animal Med Ctr -Marco Pet Care Inc	\$0.00		\$0.00
Peninsula Pet Clinic Inc	\$1,288.00		\$1,288.00
Pet Care Veterinary Center	\$0.00		\$0.00
Porter Pet Hospital	\$4,863.00	\$1,600.00	\$6,463.00
Pruno Vet Enterprises	\$0.00		\$0.00
Pulse Animal Medical Center	\$0.00		\$0.00
Roxford Veterinary Clinic - Teresa Long	\$525.00		\$525.00
Shadow Hills Pet Clinic - Satich K. Mohan	\$0.00		\$0.00
South Shores Pet Clinic of San Pedro	\$2,942.00	\$1,260.00	\$4,202.00
Spay and Neuter of Los Angeles-Pico	\$2,611.00	\$330.00	\$2,941.00
Spay4LA	\$0.00		\$0.00
Taub Veterinary Services, Inc.	\$0.00		\$0.00
The Pet Orphans Fund	\$0.00		\$0.00
Valley Animal Hospital of Van Nuys	\$0.00		\$0.00
Value Vet., Inc.-Canoga Park	\$54,193.00	\$6,975.00	\$61,168.00
Veterinary Angels	\$1,056.00		\$1,056.00
Warren Animal Hospital -Marsan Inc.	\$0.00		\$0.00
Westchester Vet Center -Henry K Yoo	\$0.00		\$0.00
Westside Cat Practice -Thomas H. Elston	\$818.00		\$818.00
Prior Year 2012 Adjustment	-\$61,720.00		-\$61,720.00
Total Other Participating Vets	\$313,045.00	\$57,950.00	\$370,995.00

FUND 842- ANIMAL STERILIZATION FUND (ASF)
For the period July 1 to December 31, 2017
With Comparative Figures for December 31, 2016

(A + B = C)

Revenue

	July 1 -Nov 30, 2017 (A)	Dec 1 - 31, 2017 (B)	July 1 - Nov 30, 2017 (C)
Spay And Neuter Fees(\$7 for sterilized & \$2 for intact)	\$365,732.10	\$63,741.11	\$429,473.21
Donations & Contributions	\$233,769.52	4,009.67	\$237,779.19
General Fund Subsidy	\$0.00	0.00	\$0.00 1/
Total Revenue	\$599,501.62	\$67,750.78	\$667,252.40

Expenses/Encumbrances-06005A

Spay and Neuter Program	\$973,161.70	\$174,491.00	\$1,147,652.70
Reimbursement to General Fund			\$0.00
Operating Transfer to General Fund	0.00		\$0.00
Total Expense	\$973,161.70	\$174,491.00	\$1,147,652.70

Net Income (Loss) : 842 Spay and Neuter Trust Fund

(\$373,660.08) (\$106,740.22) (\$480,400.30)

Notes to Financial Report:

1/ For BFY 2017-18 and BFY 2016-17 Animal Services does not receive any budget appropriation for the Animal Sterilization Fund from the General Fund

(C-D= E)

(E/D= F)

July 1 - Dec 31, 2016 (D)	VARIANCE ANALYSIS (E)	% E/D (F)
\$428,411.23	\$1,061.98	0.25%
\$29,735.50	\$208,043.69	699.65%
\$0.00	\$0.00	0.00%
\$458,146.73	\$217,495.39	56.94%
\$912,006.70	\$235,646.00	25.84%
\$213,177.00	(\$213,177.00)	-100.00%
\$342,249.00	(\$342,249.00)	-100.00%
\$1,467,432.70	(\$319,780.00)	-21.79%
(\$1,009,285.97)	\$528,885.67	-52.40%

DEPARTMENT OF ANIMAL SERVICES
STATEMENT OF REVENUE AND EXPENSES
Fund 859 - ANIMAL WELFARE TRUST FUND (AWTF)
For the period July 1 to December 31, 2017

	July 1- Nov 30, 2017	Dec 1-31, 2017	(A + B = C)
	Yr-to-Date (A)	Curr Mo (B)	Total (A + B = C)
Revenue			
Interest Income	\$11,156.53	\$3,341.22	\$14,497.75
Donations & Contributions	\$270,698.56	\$65,827.90	\$336,526.46
TOTAL REVENUE	\$281,855.09	\$69,169.12	\$351,024.21
Expenses			
CEO Forum- State Humane Asso of CA	\$500.00		\$500.00
Travel-AGM Brown to Best Friends Convention, NJ	\$1,341.95		\$1,341.95
Training Fee-Large Animal Rescue-SMART	\$2,750.00		\$2,750.00
Training Fee-PC 832 Arrest & Control		\$936.00	\$936.00
Advertising -CBC Radio Airtime	\$10,010.00		\$10,010.00
Shelter Intervention Program			
Downtown Dog Rescue-SLAC	\$5,543.62		\$5,543.62
Home Dog LA-NCC	\$7,052.50		\$7,052.50
The Rescue Train-EVC	\$5,691.50		\$5,691.50
Kitty Coral-Companion Habitat	\$5,459.20		\$5,459.20
Kennel Cards	\$1,190.24		\$1,190.24
Large Animal Barrier Boards-Galls	\$2,789.22		\$2,789.22
Constant Contact Software Application renewal	\$1,050.00		\$1,050.00
Microchip Refunds	\$204.50	\$54.50	\$259.00
Military Grade Radios	\$102,877.50		\$102,877.50
Safety Equipments	\$12,673.89	\$1,081.86	\$13,755.75
Canine Flu Vaccine	\$26,304.77	\$25,061.46	\$51,366.23
X-Ray Machines-EVC?NCC	\$103,660.00		\$103,660.00
Add'l Transfer to Gen Fund	\$66,338.38	\$50,000.00	\$116,338.38
TOTAL EXPENSES	\$355,437.27	\$77,133.82	\$432,571.09
Net Income (Loss):	-\$73,582.18	-\$7,964.70	(\$81,546.88)

DEPARTMENT OF ANIMAL SERVICES
Schedule of Donations and Contributions by Program
Fund 859 - ANIMAL WELFARE TRUST FUND (AWTF)
For the period July 1 to December 31, 2017

	July 1- Nov 30, 2017	Dec 1-31, 2017	(A + B = C)
	Yr-to-Date (A)	Curr Mo (B)	Total (A + B = C)
Donations & Contributions			
Donations -California Community Foundation	\$10.00		\$10.00
Donations - Community Assistance Fund	\$0.00		\$0.00
Donations -- Special Treatment And Recovery (STAR)	\$1,398.85	\$623.50	\$2,022.35
Donations -- Kennel Plaque Sponsorship	\$900.00	\$1,500.00	\$2,400.00
NHPE	\$125.00	\$50.00	\$175.00
Donations -- Foster	\$20.00		\$20.00
Donation-via Direct AWTF Solicitation	\$1,432.00	\$253.00	\$1,685.00
Donation-via Direct STAR Solicitation	\$346.00		\$346.00
Donations - Grants/Trusts			
Grant - ASPCA ³ (New Hope Adoption/Microchips)	\$0.00		\$0.00
Fidelity Charitable	\$0.00	\$1,000.00	\$1,000.00
The Annenberg Fund	\$0.00	\$15,000.00	\$15,000.00
Leda Geller Trust	\$68,000.00		\$68,000.00
Berman Living Trust	\$20,000.00		\$20,000.00
Judith Guth Trust	\$1,000.00		\$1,000.00
Donations AWTF (\$300 and below)	\$162,904.94	\$39,333.40	\$202,238.34
Online Donations			
Animal Welfare	\$11,765.77	\$5,982.00	\$17,747.77
S.T.A.R	\$2,796.00	\$2,086.00	\$4,882.00
TOTAL DONATIONS	\$270,698.56	\$65,827.90	\$336,526.46
Cash Balance, beginning , 12/01/2017			\$2,877,723.78
Cash Balance, end, 12/31/2017			\$2,869,852.84

Wildfire Rescues

Volunteer Program

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

For the period July 1 to December 31, 2017

	Beg Balance	Dec 1-31, 2017	(A + B = C)
	Yr-to-Date (A)	Curr Mo (B)	Total (A + B = C)
UNRESTRICTED DONATIONS			
AVAILABLE	\$1,099,098.75	(\$21,894.82)	\$1,077,203.93
RESTITUTION FOR ANIMAL CRUELTY	\$55,411.58	\$998.12	\$56,409.70
EDWARD & NELLIE RHODE NEWMAN FUND (CALIFORNIA COMMUNIT	\$9,793.56		\$9,793.56
AWARDS & REFRESHMENTS	\$433.00		\$433.00
VOLUNTEER PROGRAM	\$20,000.00		\$20,000.00
VENDING SALES	\$15,003.80		\$15,003.80
TOTAL UNRESTRICTED DONATIONS	\$1,199,740.69	(\$20,896.70)	\$1,178,843.99
RESTRICTED DONATIONS			
WEST VALLEY SHELTER (Shelter maintenance)	\$81,762.74	\$513.28	\$82,276.02
HARBOR SHELTER "	\$56,307.04	\$788.50	\$57,095.54
NORTH CENTRAL SHELTER "	\$59,259.15	\$266.70	\$59,525.85
SOUTH LA SHELTER "	\$39,571.67	\$1,033.76	\$40,605.43
EAST VALLEY SHELTER "	\$84,373.13	\$2,437.21	\$86,810.34
WEST LA SHELTER "	\$111,786.80	\$3,659.31	\$115,446.11
ON-LINE DONATIONS			
SPECIAL TREATMENT AND RECOVERY (S.T.A.R.) PROGRAM	\$48,030.29	\$2,086.00	\$50,116.29
CHAMELEON DONATIONS			
S.T.A.R. PROGRAM	\$40,122.32	\$150.00	\$40,272.32
FOSTER PROGRAM	\$6,037.87		\$6,037.87
KENNEL PLAQUE SPONSORSHIP	\$51,358.48	\$1,091.00	\$52,449.48
PUBLIC EDUCATION	\$1,500.00		\$1,500.00
SPECIALIZED MOBILE ANIMAL RESCUE TEAM (S.M.A.R.T.)	\$2,257.91		\$2,257.91
BEST FRIENDS ANIMAL SOCIETY			
Restricted to promote adoptions	\$36,584.00		\$36,584.00
Restricted to adoption ad campaign	\$0.00		\$0.00
CEQA RELATIVE TO PROPOSED "CAT PROGRAM"			
Best Friends Animal Society	\$0.00		\$0.00
Found Animals	\$0.00		\$0.00
California Community Foundation	\$0.00		\$0.00
ASPCA	\$0.00		\$0.00
ASPCA			
ASPCA GRANT 1 -(CARROLL PETRIE) - pays for pitbulls/chihuahua adoptions	\$0.00		\$0.00
ASPCA GRANT 3B -NEW HOPE Microchips (8,200 pulls @ \$10/microchip)	\$0.00		\$0.00
ASPCA GRANT S3-PUBLIC ADOPTIONS	\$400,000.00		\$400,000.00
GENERAL SERVICES DEPARTMENT	\$4,356.87		\$4,356.87
TOTAL RESTRICTED DONATIONS	\$1,023,308.27	\$12,025.76	\$1,035,334.03
UNRESTRICTED ESTATE/TRUST DONATIONS			
ROBERT EMERSON ESTATE	\$10,228.24		\$10,228.24
LIZ DOUGLAS ESTATE	\$10,000.00		\$10,000.00
JIMMY MITCHELL ESTATE	\$270,089.38		\$270,089.38
NORTHERN TRUST COMPANY-Johnston administrative Trust	\$22,629.31		\$22,629.31
BERMAN LIVING TRUST	\$20,000.00		\$20,000.00
LEDA GELLER TRUST	\$68,000.00		\$68,000.00
JUDY GUTH TRUST	\$1,000.00		\$1,000.00
TOTAL UNRESTRICTED ESTATE DONATIONS	\$401,946.93	\$0.00	\$401,946.93
RESTRICTED ESTATE DONATIONS			
MARIE TYNER ESTATE (Maintenance of West Valley shelter)	\$43,242.23		\$43,242.23
AGNES WOOD ESTATE (Maintenance of North Central shelter)	\$112,813.67		\$112,813.67
L.C. MIRABILE ESTATE (Maintenance of SLA shelter)	\$4,316.26		\$4,316.26
SHUSTER/CUNARD ESTATE (Maintenance of East Valley shelter)	\$55,165.68		\$55,165.68
AMELIA PARKER ESTATE (Shelter renovations)	\$7,130.05		\$7,130.05
J.S. ROGERS FOUNDATION S.T.A.R.	16,000.00		\$16,000.00
KESSIE FAMILY TRUST	5,060.00		\$5,060.00
THOMAS RICHMOND TRUST	5,000.00		\$5,000.00
M.L. PORT LIVING TRUST (Maintenance of WLA shelter)	\$5,000.00		\$5,000.00
TOTAL RESTRICTED ESTATE DONATIONS	\$253,727.89	\$0.00	\$253,727.89
TOTAL ESTATE DONATIONS	\$655,674.82	\$0.00	\$655,674.82
TOTAL DONATIONS AND CONTRIBUTIONS	\$2,878,723.78	(\$8,870.94)	\$2,869,852.84

Fund 859 - ANIMAL WELFARE TRUST FUND (AWTF)
For the period July 1 to November 30, 2017
With Comparative Figures with BFY 2016

<u>Revenue Source</u>	Jul1-Nov 30,2017	Dec 1 - 31, 2017	(A + B = C)		(C-D = E)	(E/D= F)	
	Year-to-Date (A)	Current Month (B)	July 1 to Dec 31, 2017 (C)	July 1 to Dec 31, 2016 (D)	VARIANCE ANALYSIS (E)	E/D	% (F)
Interest Income	\$11,156.53	\$3,341.22	\$14,497.75	\$10,667.75	\$3,830.00		0.00%
Donations & Contributions	\$270,698.56	\$65,827.90	\$336,526.46	\$231,255.49	\$105,270.97		45.52%
TOTAL REVENUE	\$281,855.09	\$69,169.12	\$351,024.21	\$241,923.24	\$109,100.97		45.10%
Expenses							
CEO Forum -State Humane Asso of CA	\$500.00		\$500.00	\$375.00	\$125.00		33.33%
Travel-AGM Brown to Best Friends Convention, NJ	\$1,341.95		\$1,341.95		\$1,341.95		100.00%
Training Fee-Large Animal Rescue-SMART	\$2,750.00		\$2,750.00		\$2,750.00		100.00%
Training Fee-PC 832 Arrest & Control		\$936.00	\$936.00	\$1,606.21	(\$670.21)		-41.73%
Advertising-CBS Radio Airtime	\$10,010.00		\$10,010.00		\$10,010.00		100.00%
Shelter Intervention Program					\$0.00		
Downtown Dog Rescue	\$5,543.62		\$5,543.62	\$5,000.00	\$543.62		10.87%
Home Dog LA	\$7,052.50		\$7,052.50		\$7,052.50		100.00%
The Rescue Train	\$5,691.50		\$5,691.50		\$5,691.50		100.00%
Kitty Coral -Companion Habitat	\$5,459.20		\$5,459.20		\$5,459.20		100.00%
Kennel Cards	\$1,190.24		\$1,190.24		\$1,190.24		100.00%
Microchip Refunds	\$204.50	\$54.50	\$259.00	\$254.50	\$4.50		1.77%
Military Grade Radios	\$102,877.50		\$102,877.50		\$102,877.50		100.00%
Canine Flu Vaccines	\$26,304.77	\$25,061.46	\$51,366.23		\$51,366.23		100.00%
Petedge - 3 Tier Cage	\$0.00		\$0.00	\$721.18	(\$721.18)		-100.00%
X-Ray Machine	\$103,660.00		\$103,660.00	\$52,430.00	\$51,230.00		97.71%
Smart Equipment	\$0.00		\$0.00	\$3,985.29	(\$3,985.29)		-100.00%
Safety Equipments	\$12,673.89	\$1,081.86	\$13,755.75		\$13,755.75		100.00%
Strategic Planning -Baxa	\$0.00		\$0.00	\$5,000.00	(\$5,000.00)		-100.00%
Exotic Animal Veterinarian	\$0.00		\$0.00	\$5,008.00	(\$5,008.00)		-100.00%
Body Armor uniforms-Galls	\$2,789.22		\$2,789.22		\$2,789.22		100.00%
Constant Contact Software Application Renewal	\$1,050.00		\$1,050.00	\$966.00	\$84.00		8.70%
Add'l Transfer to Gen Fund	\$66,338.38	\$50,000.00	\$116,338.38	\$44,236.14	\$72,102.24		162.99%
TOTAL EXPENSE	\$355,437.27	\$77,133.82	\$432,571.09	\$119,582.32	\$312,988.77		261.73%
Net Income (Loss) :	(\$73,582.18)	(\$7,964.70)	-\$81,546.88	\$122,340.92	(\$203,887.80)		-166.66%

AWTF EXPENDITURES APPROVED BY COMMISSIONER FOR ANIMAL SERVICES

BOARD REPORT DATE	ITEM DESCRIPTION	AMOUNT	VENDOR	CONTRACT Purchase Order/REQ	PROJECT STATUS	AMOUNT PAID	
	XRAY MACHINES	\$157,290.00	YATES IMAGING	PO 0001687651	ONE DELIVERED AND TWO UNDELIVERED	\$103,660.00	CONTACT VENDOR TO DELIVER TWO
04/26/16	SHELTER SECURITY CAMERAS	\$203,814.65	RD SYSTEMS		COMPLETED	\$203,814.65	REMAINING X-RAY MACHINES
5/24/2016	WEST VALLEY RENOVATIONS	\$15,290.00	GSD CONSTRUCTION TEAM		FUND TRANSFER DONE	\$15,668.56	
5/24/2016	EMAIL MARKETING SOFTWARE	\$966.00	CONSTANT CONTACT		PURCHASED VIA CREDIT CARD	\$966.00	
12/13/2016	INITIAL STRATEGIC PLANNING PROCESS	\$5,000.00	FRANCISCA BAXA		COMPLETED AND PAID 7/28/16	\$5,000.00	
	WEST LA AND HARBOR RETROFIT	\$49,840.00	GSD CONSTRUCTION TEAM		FUND TRANSFER DONE	\$49,840.00	
	WEST LA ANIMAL SHELTER RENOVATION	\$46,050.00	GSD CONSTRUCTION TEAM		FUND TRANSFER DONE TCD 6/1/17	\$46,050.00	
	HARBOR ANIMAL SHELTER	\$46,331.00	GSD CONSTRUCTION TEAM		FUND TRANSFER DONE TCD 5/18/17	\$46,331.00	
8/23/2016	KITTY CORRALS (SLA)	\$10,000.00	COMPANION HABITAT	PO 0001776865	ONE UNIT ORDERED Paid 7/12/17	\$5,459.20	
2/14/2017	CAPACITY FOR CARE (C4C)	\$30,500.00	UC DAVIS	C128921	1ST INVOICE PAID -\$19874.57	\$19,874.57	
				REQ 0003080888 PO			
	KAT PORTALS	\$8,290.20	SHOR-LINE	0001798374	REQUISITIONED 1/6/17 AND DELIVERED	\$8,290.20	
	BFY 2016-17 MARKETING PLAN	\$25,000.00			PENDING		
6/28/2016	RABBIT FACILITIES ALTERATIONS	\$18,000.00			REPAIRS AND MAINTENANCE COMPLETED		
2/14/2017	EAST VALLEY SPAY/NEUTER CLINIC	\$20,147.56			REPAIRS AND MAINTENANCE COMPLETED		
2/28/2017	SHELTER INTERVENTION	\$40,000.00					
	DOWNTOWN DOG RESCUE (SLA)		DOWNTOWN DOG RESCUE (SLA)		Dec 2016 -Oct 14, 2017 REIMBURSEMENTS	\$10,013.12	
	HOME DOG LA (NCC)		HOME DOG LA (NCC)		June 2016 -Sept 30, 2017 REIMBURSEMENTS	\$17,076.48	
	THE RESCUE TRAIN (EVC)		THE RESCUE TRAIN (EVC)		Dec 2016 -Oct 13, 2017 REIMBURSEMENTS	\$17,910.40	
3/14/2017	SHELTER SAFETY EQUIPMENT						
	TRANSFER CAGES	\$4,280.00	ANIMAL CARE EQPT SERV	REQ 0003081393	REQUISITIONED 4/11/17 ITEMS DELIVERED	\$4,080.00	
	SMALL ANIMAL BARRIER BOARDS	\$2,480.00	ANIMAL CARE EQPT SERV	REQ 0003081393	REQUISITIONED 4/11/17 ITEMS DELIVERED	\$1,543.50	
	LARGE ANIMAL BARRIER BOARDS	\$3,312.00	GALLS	PO 0001831400	ORDERED 5/11/17 ITEMS DELIVERED	\$2,789.22	
	CAT DENS FRO UNDERSOCIALIZED CATS	\$1,744.00	ANIMAL CARE EQPT SERV	REQ 0003081393	REQUISITIONED 4/11/17 ITEMS DELIVERED	\$5,097.00	
	SNAPPY SNARES	\$560.00	ANIMAL CARE EQPT SERV	REQ 0003081393	REQUISITIONED 4/11/17 ITEMS DELIVERED	\$359.40	
	EZ NABBERS	\$3,320.00	ANIMAL CARE EQPT SERV	REQ 0003081393	REQUISITIONED 4/11/17 ITEMS DELIVERED	\$3,120.00	
	PERSONAL SAFETY HORNS	\$1,315.00	GRAINGER	PO 0001820367	ORDERED 4/6/17 ITEMS DELIVERED	\$657.33	
	MILITARY GRADE RADIOS	\$95,000.00	DAILEY WELLS COMM	PO 0001838315	ORDERED 5/23/2017/DELIVERED AND PAID	\$102,877.51	With Sales Tax
	TRIFECTA TRIPOD	\$9,428.00	HAST PSC	REQ 0003081396	REQUISITIONED 4/11/17 ITEMS DELIVERED	\$9,428.00	
	NEW SIGNAGE	\$3,000.00			PENDING		
	ADDITIONAL KENNEL LIGHTING AT NCC	\$24,000.00			WILL CONVERT TO MICLA FUNDING		
5/23/2017	CANINE INFLUENZA VACCINE	\$200,000.00		BAU1483 Authority	BPO Authority set up June 13, 2017	\$36,163.14	Purchased vaccines as of Nov 30, 2017

**BOARD OF
ANIMAL SERVICES
COMMISSIONERS**

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**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

Vacant
ASSIST. GENERAL MANAGER,
Administration

Vacant
ASSIST. GENERAL MANAGER, Life-Saving

DR. JEREMY PRUPAS
CHIEF VETERINARIAN

Report to the Board of Animal Services Commissioners

MEETING DATE: February 13, 2018

PREPARED BY: John Forland

REPORT DATE: January 26, 2018

TITLE: Sr. Management Analyst II

SUBJECT: REQUEST TO NEGOTIATE AND ENTER INTO CONTRACT AGREEMENT WITH HEAVEN ON EARTH SOCIETY FOR ANIMALS, INC. AND LATINO ALLIANCE FOR ANIMAL CARE FOUNDATION FOR OPERATION OF THE WEST VALLEY SPAY/NEUTER CLINIC

BOARD ACTION RECOMMENDED:

1. **AUTHORIZE** the General Manager of the Department of Animal Services, or designee, to negotiate a contract Agreement with Heaven on Earth Society For Animals, Inc. partnering with Latino Alliance For Animal Care Foundation (Heaven/LAACF) to operate the spay/neuter clinic at the West Valley Animal Shelter according to general terms described in this Board Report
2. **DIRECT** staff to transmit the approved Agreement to the Office of the Mayor and subsequently to the City Council, and authorize the General Manager of the Department of Animal Services to execute the subject Agreement upon receipt of necessary approvals.

SUMMARY:

The West Valley Shelter opened in 2005, but spay/neuter clinic space did not become available until early 2017. The space had been used by our Department veterinary staff until 2017 when construction was completed on the area of the shelter designed for our medical staff, so they moved into that area making the spay/neuter clinic space available. In August 2017 the Department requested approval from the Board to release a Request For Proposals (RFP) to operate the West Valley Shelter Spay/Neuter Clinic. On September 1, 2017, a RFP was released by the Department with a deadline of November 21, 2017 for organizations to submit their proposals. One proposal was received from Heaven/LAACF. The proposal from

"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 NEGOTIATE AND ENTER INTO CONTRACT AGREEMENT WITH HEAVEN ON EARTH SOCIETY FOR ANIMALS, INC. AND LATINO ALLIANCE FOR ANIMAL CARE FOUNDATION FOR OPERATION OF THE WEST VALLEY SPAY/NEUTER CLINIC

Heaven/LAACF was evaluated and was determined to meet all criteria and qualifications. A draft Agreement for spay and neuter services provided by Heaven/LAACF is attached.

BACKGROUND:

Staff released the RFP on September 1, 2017, and proposals were due at 4:00pm on November 21, 2017. The Department received one proposal:

- Heaven On Earth Society For Animals, Inc., partnering with The Latino Alliance For Animal Care Foundation

An evaluation team reviewed the proposal and concluded that the proposal meets all criteria and that the proposer has sufficient qualifications to perform the scope of services. The proposer has also demonstrated experience with the Department as they have worked and interacted with the Department on previous occasions.

The Department is recommending executing a contract for service with Heaven/LAACF. Department staff will exercise Quality Control measures outlined in Section VII, Subsection L of the attached draft Agreement and may recommend exercising corrective actions for underperformance.

Experience and Qualifications

Heaven on Earth Society For Animals, Inc., has been in operation since 2008 and currently operates an adoption center in North Hollywood called Perry's Place. Latino Alliance For Animal Care Foundation founded in 2012, provides humane education to low-income families and those in underrepresented communities. Together with Heaven they have facilitated over 4,000 surgeries during the past few years. They are a part of the No-Kill LA (NKLA) Coalition working with organizations such as Best Friends Animal Society, Downtown Dog Rescue, Found Animals Foundation and other organizations currently working with the Department.

Proposed Services

Heaven/LAACF proposes to provide services in four categories: 1) Affordable Spay and Neuter, 2) Low Cost Veterinary Wellness, 3) Low Cost Vaccine Clinics, 4) Community Outreach and Advocacy, and 5) Assistance in selling dog licenses for those residing in the City of Los Angeles.

GENERAL CONTRACT TERMS:

The Department is proposing the attached Agreement - as outlined below:

- Terms of new agreement:
 - Proposed starting date: July 1, 2018
 - Term: 3 years
 - Extensions: Two (2) one-year extensions at the Department's discretion
 - Maximum term: 5 years
 - Ending date: June 30, 2023, if all renewal options are executed
 - Service level: Perform spay/neuter surgeries on at least 10 dogs, 5 female cats, and unlimited male cats per day

Report to the Board of Animal Services Commissioners
SUBJECT: REQUEST TO NEGOTIATE AND ENTER INTO CONTRACT AGREEMENT WITH
HEAVEN ON EARTH SOCIETY FOR ANIMALS, INC. AND LATINO ALLIANCE FOR ANIMAL
CARE FOUNDATION FOR OPERATION OF THE WEST VALLEY SPAY/NEUTER CLINIC

- Amount: A maximum of \$500,000 per year
- Performance:
 - Number of surgeries: A minimum of 6,000 surgeries/year is expected after start up
 - Wellness Clinic – Included
 - Vaccinations - Included
 - Outreach and education – Included
- Billing and Payment: Contractor to bill City per surgery and City will reimburse monthly
- Quality Control: Report and performance evaluation procedures are included to ensure that mutual efforts are made toward meeting Scope of Service and humane objectives

FISCAL IMPACT:

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

Approved:

Brenda Barnette

Brenda Barnette, General Manager

Attachments:

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

BOARD ACTION:

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



City of Los Angeles Department of Animal Services

City Agreement Number _____

WITH HEAVEN ON EARTH SOCIETY FOR ANIMALS, INC./LATINO ALLIANCE FOR
ANIMAL CARE FOUNDATION

To Provide Spay/Neuter and Related Veterinary Services

At the

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

City Agreement Number _____

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PERSONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LOS ANGELES
AND HEAVEN ON EARTH SOCIETY FOR ANIMALS, INC./LATINO ALLIANCE FOR ANIMAL
CARE FOUNDATION

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

To City Agreement Number _____

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is entered into as of July 1, 2018, upon attestation by the Office of the City Clerk ("Execution Date") between the City of Los Angeles ("City"), a municipal corporation, acting by and through the Department of Animal Services ("Department"), the Department of General Services ("GSD") and Heaven On Earth Society For Animals, Inc./Latino Alliance For Animal Care Foundation ("Contractor") which is authorized to do business in the State of California, with regard to the following:

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

WHEREAS, the Contractor was selected pursuant to a Request for Proposals ("RFP") issued by the Department on September 1, 2017 to solicit such services, and Contractor submitted the only proposal in response to the RFP, which proposal was dated November 16, 2017, that met the requirements, and was awarded this Agreement by the Animal Services Board of Commissioners ("Board") on _____, according to the terms of the RFP; and

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

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

WHEREAS, the Contractor will accept the fees for spay/neuter surgeries listed herein or as subsequently approved by the Board of Animal Services Commissioners; and

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

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

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

Section I. Representatives of the Parties and Service of Notice

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

1. The representative of the City shall be the General Manager of the Department, or that person's authorized representative, as follows:
Brenda F. Barnette
General Manager, Department of Animal Services
221 North Figueroa Street, Suite 600
Los Angeles, California 90012
 2. The representative of GSD shall be the General Manager of that department, or that person's authorized representative, as follows:
Tony M. Royster
General Manager, Department of General Services
111 East First Street, Room 201
Los Angeles, California 90012
 3. The representative of Contractor shall be:
Jose Sandoval
Founder, Latino Alliance For Animal Care Foundation
P.O. Box 44342
Panorama City, 91412
- B.** Formal notices, demands, and communications required hereunder by any party shall be made in writing and communicated by U.S. mail, fax, or email.
- C.** If the name of the person designated to receive the notices, demands, or communications, or the address of such person is changed, written notice shall be given to the other parties within five (5) business days of said change.
- D. Definitions**
- "Authority for Expenditure (AFE)" is a document issued by the Department for a specific service on a shelter animal.
 - "Day of Operation" shall be defined as any day the clinic is open for business as advertised under this agreement and shall include spay and neuter days, wellness, or other days.
 - "D-Voucher" shall include a \$30 Cat Discount Coupon or \$50 Dog/Rabbit Discount Coupon for Spay/Neuter issued to a Los Angeles resident by the Department for the sterilization of an owned cat, dog, or rabbit.
 - "F-Voucher" shall include a \$70 Cat Free Certificate or \$125 Dog/Rabbit Free Certificate for Spay/Neuter issued to a Los Angeles resident by the Department for the sterilization of an owned cat, dog, or rabbit.
 - "Neuter" shall mean "castration."
 - "Provider" shall mean participating veterinarian.
 - "Spay" shall mean "ovariohysterectomy."
 - "Sterilization" and "surgery" refer to the spaying or neutering of an animal. All sterilizations shall include: (a) a physical examination of the animal, (b) all vaccines and anesthesia that your hospital requires during hospitalization or before surgery, (c) all after-care including suture removal, licking problems, infections, and other normal procedures.

Section II. Term

Unless terminated earlier pursuant to this Agreement or pursuant to termination provisions within the attached exhibits incorporated herein, the term of this Agreement shall be for THREE YEARS from July 1, 2018 to June 30, 2021, and may be renewed for up to two additional years

(via one-year extensions) at the sole discretion of the Department and GSD. The City intends to exercise renewal options on the condition that the Contractor's performance reasonably meets the expectations stipulated in this Agreement.

Section III. Maximum Payment

Payment to the Contractor by the City shall not exceed \$500,000 during each of the City's Fiscal Years (defined as July 1 through June 30) or during any 12 months of the Agreement, including the value of discount coupons and free certificates. This provision shall not mean that the City is required to reach or approach this amount or is obligated or required to provide the total maximum amount of \$500,000 or any set amount in any agreement or fiscal year, or for the full term of this Agreement, but is subject to the availability of funds in the Animal Sterilization Fund of the City of Los Angeles, and to the Contractor's demonstrated capacity to provide spay/neuter services as determined by the Department. The Department may reduce the not-to-exceed amount of \$500,000 in any given year and reallocate these unused funds to other spay/neuter programs or providers, as needed. The Department expects the Contractor to sterilize a minimum of 6,000 dogs and cats per year, once full service is reached.

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

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

Section V. Standard Provisions for City Contracts

Contractor shall comply with all provisions of the City of Los Angeles' Standard Provisions for City Contracts, (Revised 10/17 [v.2]), ("Standard Provisions"), attached as **Exhibit B**, incorporated and made part of this Agreement.

Section VI. Premises

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

West Valley Animal Shelter
20655 Plummer Street
Chatsworth CA 91311

Section VII. Scope of Services

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

A. Surgical Sterilizations

The Contractor shall:

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

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

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

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

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

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

2. Perform pre-surgical physical examinations on all surgical candidates to determine if an animal is qualified for surgical treatment.
3. Perform other ancillary medical procedures associated with surgical sterilizations, according to the provisions outlined below:
 - A. The Contractor will conform to all surgical standards as required by the California Veterinary Medicine Practice Act (CVMPA).
 - B. Animals deemed unfit or unhealthy by a veterinarian may be rejected for surgical sterilization.
 - C. Animals that are pregnant, in estrus, cryptorchid, or have any other medical condition outside the scope of a healthy animal sterilization, may be surgically sterilized at the discretion of the Contractor's veterinarian.
 - D. Owners of older animals that may require pre-surgical, geriatric blood screening may be referred to a private veterinarian prior to sterilization at Contractor's discretion.
 - E. If during surgery, the animal is discovered to be already sterilized, the same fee that would have been charged for a standard sterilization shall be charged.

B. Microchips

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

C. Licensing

The Contractor will make reasonable efforts to assist the Department in its efforts to license all dogs within its jurisdiction by providing, along with any other reporting requirements, a

monthly report on the dogs entrusted to their care for sterilization to include the following information:

- Dog's name
- Breed of dog
- Owner's name
- Owner's address and phone number
- Dog's license information or lack thereof
- Microchip information

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

D. Emergency Medical Treatment

Contractor shall monitor all animals under its care and control for post-surgical complications and shall provide appropriate post-surgery medical treatment to animals in the event of an emergency related to the surgery, at no additional cost to the City or the pet owner, so long as such complications are discovered while the animal is under the Contractor's care and control and are determined to be normally-anticipated complications of surgical sterilization. However, Contractor shall not be liable for complications due to prior illness or conditions that are not directly related to surgical procedures, and may charge the City (or the owner) for such aftercare if these conditions could not have been reasonably determined before surgery.

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

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

E. Care of Animals

1. Contractor's care of animals in its custody shall be in conformance with all federal, state, and local humane laws and statutes. A California-licensed veterinary technician, or equivalent, shall remain on duty following the procedure until each animal's recovery status meets the conditions set forth by the CVMPA to send home with his or her owner or transfer to the care of Shelter staff, depending on where the animal came from.
2. Owned animals unclaimed by owner(s) at the end of the business day shall be kept overnight at the Clinic while reasonable efforts are made by the Contractor to contact the pet owner. Animals unclaimed by owners are considered "abandoned" under State law, and Contractor must follow State abandonment law procedures. Animals that have been

adopted and sent to the Contractor for sterilization may be returned to the shelter if the owner does not pick up the animal at the close of business. However, the Contractor must use reasonable efforts to contact the owner and arrange to keep the animal for a longer, and mutually agreeable period.

3. All pre-adopted animals shall be released on the day of surgery to their owners if, and at such time, as is medically safe to do so. Animals that are not pre-adopted shall be released to the Department at such time as is medically safe to do so.

F. Release of Animals

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

G. Wellness Clinics

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

H. Optional Services and Additional Fees to the Public

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

I. Operational Requirements

1. Maintaining a Written Protocol of Procedures

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

2. Days and Hours of Operation

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

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

veterinarian perform said surgeries if the Contractor's veterinarian is absent.

3. Equipment and Supplies

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

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

4. Equipment Purchase Option

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

5. Cost of Supplies, Services, and Personnel

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

6. Licenses and Permits

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

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

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

7. Hazardous Waste Disposal

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

J. Fees and Payments

1. The new rates for S/N Programs shown below became effective on July 1, 2016. From that date forward, the participating veterinary hospital shall be paid the amount stated on the face of the Discount Coupon, Free Certificate or Authority for Expenditure.

2. Spay and Neuter Discount Vouchers / Free Certificates

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

- a. The Voucher Program is a series of sterilization programs for owned dogs, cats and rabbits belonging to residents of the City of Los Angeles. Residents can qualify for a Voucher from the Department.
- b. D-Voucher Program is available to all City Residents. The F-Voucher Program is available to City Residents with an income cap of \$40,000 per year, per household including low-income Senior Citizens 62 years of age or older, and those individuals who are low-income and permanently disabled.
- c. Vouchers are non-transferable, are not valid beyond the expiration date printed on them, and must be presented to Contractor at the time of sterilization. Vouchers may only be used for owned cats and owned dogs, and are not valid for the sterilization of feral cats. Either a discount coupon or free certificate, but not both, may be used per animal per sterilization. Vouchers cannot be used for any veterinary service other than sterilization, nor in combination with any other program.
- d. Contractor may charge a co-payment from an animal owner using a D-Voucher.
- e. No co-payment or additional fees may be charged to an animal owner using a F-Voucher for sterilization including, but not limited to, uterine infection, pregnant or “in estrus” animals, animals with retained testicles, or animals weighing more than 50 pounds.

Contractor will accept D-Voucher towards surgery and F-Voucher as full payment for surgery. In addition to the sterilization surgeries, Contractor will provide an E-collar and pain medication as part of the voucher package. Contractor will administer core vaccinations (rabies and DA2PP or FVRCP) if needed at a discounted rate to the client. Ancillary services, such as flea and/or ear mite treatment, microchips, and antibiotics (prescribed on an as-needed basis) may be provided to clients at a cost, which client can accept or deny.

3. Surgery Discount to Department

Contractor shall give to a discount to the Department an amount equal to 50% of Board-approved fees for spay/neuter surgeries performed on Care Center animals and animals adopted from the Care Center. This discount shall result in a net payment equal to the

discounted net fee at the 50% discount proposed by Contractor and accepted by the Board, as indicated below:

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

- Adopted, rescued, and redeemed animals,
- Deferred surgeries,
- Impounded animals such as animals for adoption events & pregnant animals

Surgery	Board-Approved Fee	Contractor Shall Discount Department	Net Fee At ____% Discount
Cat Neuter	\$70		
Cat Spay	\$70		
Dogs	\$125		
Rabbits	\$125		

- a. No additional fees or co-payments may be charged for the sterilization of shelter animals, including physical examination, routine hospitalization, vaccines, and after-care services such as suture removal licking problems, infections, and other normal procedures.
For owned animals that are obese, geriatric, pregnant, or exhibit uterine infections, in estrus, with retained testicles(s), or hernias, the Contractor shall obtain prior authorization from the adoptive owner before treatment, as part of its standard consent form.
- b. If the Department does not authorize the additional treatment and the Contractor is unable to perform the sterilization of any shelter animal, Department staff will retrieve the animal. Contractor shall absorb all costs of treatment provided without prior approval from the Department.
- c. For animals that have been adopted and are being sent to Contractor from the Department for surgery, but who are deemed by Contractor's veterinarian to be unsuitable for sterilization that day, Contractor shall contact the adopter to explain that the animal is unfit for surgery and to explain why surgery cannot be completed on that day. The Contractor will ask the adopter if they would like to pick up the animal and bring it home, or if they no longer want the animal. If the adopter agrees to pick up the animal, the Contractor shall inform the Department's medical staff and the shelter, who will issue a D-300 surgery deferral as described in Section 6(c) below. If the adopter advises the Contractor that he or she no longer wants the animal, he or she shall be instructed to go to the shelter to process the return, and Contractor shall return the animal to the shelter. The Department shall not reimburse the adopter or Contractor for veterinarian fees not authorized by the Department in writing prior to the fees being incurred.
- d. For adoption events, animals will be brought in for sterilization with an AFE by Department staff and picked up on the same day of the surgery in accordance with the arrangement made between Contractor and Shelter. Contractor will notify the Shelter where the animal came from if an animal is unfit for surgery and the Department will retrieve the animal from the Contractor.

4. Contractor Responsibilities

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

- b. Contractor shall report to the Department all deaths of shelter animals that occur under the care and control of the Contractor within five business days by submitting a completed report.
- c. Surgery can be deferred and Contractor shall re-schedule the sterilization, or reject the animal for sterilization if deemed unfit or unhealthy by Contractor. For adopted animals being delivered to the Contractor for sterilization surgery, if surgery is deferred, the Contractor shall bring the animal to the shelter for medical staff to issue a medical deferment ("D300"). The Contractor cannot release the animal to the adopter.
- d. Contractor shall make reasonable efforts to ensure that the person named on the Voucher or AFE is the same person requesting the services, and that the Voucher or AFE has not been transferred.
- e. Contractor has a duty to check, within reason, that Vouchers or AFEs have been issued for no more than three cats or three dogs to any one person or address, and notify the Department of any irregularities.
- f. Contractor shall make reasonable efforts to report any abuse, fraud or suspected abuse or fraud by pet owners.

5. Billing and Record Keeping

- a. Upon completion of sterilization, Contractor shall bill the Department for services rendered by using the Department's online "Vet Portal" system available at anivet.lacity.org. Instructions for the Vet Portal can be located on the website under the "Help" Tab.
- b. To ensure timely payment, the Contractor must follow the procedures below:
 - i. Enter the Voucher and/or Authority For Expenditures (AFE) into the Vet Portal. The processing of these invoices into the Vet Portal must be completed and submitted online by the 10th of each month. This is to ensure payment for the previous month's surgeries.
 - ii. Submit the original invoices to the Department by the 10th of each month.
 - iii. Place the AFEs in numerical order by the AFE Voucher number, e.g., F18-0000.
 - iv. Place the S/N Voucher in numerical order by the S/N Voucher number, e.g., F18-0000.
 - v. Maintain photocopies of the original documents in the event an original document cannot be located.

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

- c. The required sections of the Voucher and/or AFE shall be completed by Contractor and mailed to: Attn: Accounting Section, Department of Animal Services, 221 North Figueroa Street, Suite 600, Los Angeles CA 90012. Any Voucher or AFEs submitted without surgery date, veterinarian's name and address and signature will be returned for completion.
- d. Billing must be submitted within 60 days after sterilization services or they will not be honored by the Department. Billings received after the 10th of each month will be processed the following month.

- e. The Voucher and/or AFEs have no face value until the Contractor completes the work, certifies by signature that the work is completed, and requests payment in the manner prescribed by the Department.
- f. Original Vouchers and/or AFEs for surgeries performed by Contractor shall be mailed to the Department of Animal Services. A photocopy of the Voucher and/or AFEs shall be retained on file at Contractor's facility for a minimum of three (3) years. Signed, completed Vouchers and/or AFEs shall serve as proof of each service performed and billed to Department.
- g. All payments are subject to the review and approval of Contractor's full documentation and work performance by the Department.
- h. Department will make all reasonable efforts to pay Contractor each month for services rendered in the previous month as long as original invoices and supporting documentation are received on time as indicated herein.

SPAY/NEUTER PROGRAMS: VOUCHERS AND AUTHORITY FOR EXPENDITURES

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

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

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

The Pre-Adoption S/N Program is for animals that are being sterilized for special events. The animals are brought to the Contractor by Department staff along with the AFE and picked up on the same or following day after the surgery in accordance with the arrangement made between Contractor and Shelter. Surgery arrangements are made between Contractor and Shelter based upon number of animals available for sterilization and hours of drop-off to the Contractor's facility.

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

The Discount Coupon (D-Voucher) S/N Program is for owned dogs and cats and has a value of \$30/\$50. Discount Coupons may be used to cover partial cost of sterilization off the Contractors regular cost of sterilization. **The Discount Coupon is for pet owners only—feral cats/dogs (rabbits) do not qualify for the programs.**

The Free Certificate (F-Voucher) S/N Program is for owned dogs and cats and has a value of \$70/\$125. The Free Certificate covers the full cost of sterilization. There shall be no co-payment or additional fees for sterilization, uterine infections, pregnant and in-estrus animals, animals with retained testicle(s), or animals weighing more than 50 pounds. **The Free Certificate is for pet owners only—feral cats/dogs (rabbits) do not qualify for this program**

K. Code of Ethics

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

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

L. Quality Control

1. Contractor Employee Acceptability

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

2. Quality Assurance

The Contractor shall establish and maintain quality standards to assure it and the Department that the requirements of this Agreement are met. Quality standards to track may include but are not limited to: number of public and shelter sterilizations performed by animal, by type of sterilization and by size of animal along with the information of whether the surgery was performed by a licensed veterinarian or by a student under the supervision of a licensed veterinarian and the identity of both the student and the licensed veterinarian; the number of Free Certificates/Discount surgeries; number of animal deaths; number and type of other services performed; number of emergencies by animal by type of emergency; and, number of animals sent to private veterinarians for emergencies.

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

The Department will evaluate the Contractor's performance using such procedures as may be necessary to ascertain Contractor compliance with this Agreement including, but not limited to on-site inspections, photographing interior of the Clinic, and written reports by Department veterinary or contract administration staff; qualified outside inspectors

may also be used. The Contractor shall be required to immediately correct all deficiencies found by the Department. Site visits should be made with reasonable advance notice, if appropriate. The Department reserves the right to make unannounced visits if circumstances warrant.

3. Performance Evaluation

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

4. Adequate Stock

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

5. Reporting Requirements

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

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

Reports are to be submitted along with the monthly invoices.

6. Reporting of Animal Deaths

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

7. Termination

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

8. Insurance – Notice of Cancellation

All required insurance will be maintained in full force for the duration of Contractor's business with the City. Contractor shall provide at least thirty (30) days' prior written notice directly to the City if it anticipates or receives notice that any required insurance policy will be cancelled or materially reduced, for any reason including the impairment of an aggregate limit due to prior claims. Failure to maintain adequate insurance as approved by the City's Risk Manager shall be a breach of the Agreement and failure by the Contractor to reinstate the required insurance may be grounds to terminate the Agreement upon 15 days written notice to Contractor.

9. Audits

City reserves the right to audit performance of Contractor pursuant to the terms of this Agreement and of a time and frequency at the sole discretion of City. Should City determine Contractor's performance, including Contractor's ability to utilize funds provided under this Agreement, does not meet expectations of the City as stipulated in Agreement, City reserves the right to renegotiate terms of this Agreement including but

not limited to level of services provided by Contractor to City and/or maximum payment amount allocated to Contractor. City also reserves the right to terminate this Agreement, based on its findings resulting from audits, by providing thirty (30) days written notice to Contractor.

Section VIII. Incorporation of Exhibits

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

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

- Equal Benefits Ordinance/First Source Hiring
- Slavery Disclosure

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

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

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

- Copy of Los Angeles Business Tax Registration Certificate (BTRC)
- Form W-9
- Proof of Insurance, subject to City approval
- Track4LA upload

Section IX. Order of Precedence

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

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

Section X. Entire Agreement

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

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

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

Exhibit C – West Valley Animal Shelter Floor Plan

Exhibit D – Section VIII attachments

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

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

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

By _____
Brenda F. Barnette, General Manager

Date: _____

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

By _____
Tony M. Royster, General Manager

Date: _____

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

By _____
Dov S. Lesel, Assistant City Attorney

Date _____

**ATTEST:
HOLLY WOLCOTT, City Clerk**

By _____
Deputy City Clerk

Date _____

Heaven On Earth Society For Animals, Inc.

By _____
Ritchie L. Geisel, Executive Director

Date _____

Latino Alliance For Animal Care Foundation

By _____
Jose Sandoval, Founder

Date _____

Los Angeles City Business Tax License Number _____

IRS Taxpayer Identification Number _____

City Agreement Number _____

Council File Number _____

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

For information purposes only - not part of License

LAND NO.:

CF NO.:

Council Approval Date: _____

EBO STATUS:

OCC Date:

LWO STATUS:

OCC Date:

SDO STATUS: SDO Affidavit Receipt Date:

EEO STATUS: EEO/AA Certification Receipt Date: _____

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

CITY ATTORNEY

SIGNATURE:

PREMISES West Valley Spay/Neuter Clinic

ADDRESS: 20655 Plummer Street
Chatsworth, California 91311

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

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

LICENSEE: _____

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

TERM: Pursuant to the Personal Services Agreement.

CONSIDERATION: Discounted Spay and Neuter Services to City

SECURITY Stipulated in the Personal Services Agreement
DEPOSIT:

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

LICENSE

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

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LICENSE TO USE THE PREMISES OF ANIMAL SPAY AND NEUTER CLINIC

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

PREAMBLE

The **CITY OF LOS ANGELES** ("**CITY**"), enters into this agreement ("**LICENSE**") by and through its Department of General Services ("**GSD**"), and with the cooperation and consent of its Department of Animal Services ("**DEPARTMENT**") as Licensor, for and in consideration of LICENSEE's providing the services to the community specified in Article 5.1, below, and of the keeping and performance by LICENSEE of the provisions and conditions hereof, gives permission to SNPIA (Spay Neuter Project of Los Angeles, Inc., hereinafter "**CONTRACTOR**" or "**LICENSEE**") to use that certain area of real property described as and/or located at 20655 Plummer Street, Chatsworth, California 91311 ("**PREMISES**"), and specifically described as the Animal Spay and Neuter Clinic ("**CLINIC**"), as indicated by the shaded portion shown on the Plan attached to the PERSONAL SERVICES AGREEMENT as Exhibit C and incorporated herein by this reference, owned and under the jurisdiction of GSD and under the control and direction of DEPARTMENT for the purpose of providing services as specified in the PERSONAL SERVICES AGREEMENT. CLINIC is licensed to LICENSEE on an "as is" and non-exclusive basis, with no obligation on the part of GSD or DEPARTMENT to modify or alter the Premises.

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

ARTICLE 1. BASIC LICENSE PROVISIONS

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

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

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

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

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

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

ARTICLE 2. USE AND OPERATIONS

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

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

ARTICLE 3. TERM

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

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

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

ARTICLE 4. NOTICES

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

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

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

To DEPARTMENT:
City of Los Angeles
c/o Department of Animal Services
221 North Figueroa Street, Suite 600
Los Angeles, California 90012
Telecopier: 213/482-9511 or 213/482-9518

To LICENSEE:

ARTICLE 5. CONSIDERATION

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

ARTICLE 6. MAINTENANCE AND REPAIR

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

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

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

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

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

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

ARTICLE 7. UTILITIES

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

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

ARTICLE 8. COMPLIANCE WITH ALL LAWS AND REGULATIONS

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

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

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

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

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

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

ARTICLE 9. RENOVATIONS AND ALTERATIONS

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

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

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

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

ARTICLE 10. INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11. SECURITY DEPOSIT

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

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

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

ARTICLE 12. ASSIGNMENT AND SUBLICENSING

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

ARTICLE 13. DAMAGE OR DESTRUCTION

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

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

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

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

ARTICLE 14. DEFAULT AND TERMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15. MANDATORY CITY REQUIREMENTS

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

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

ARTICLE 16. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

to Force Majeure.

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

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

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

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

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

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

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

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

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

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

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

APPROVED AS TO FORM AND LEGALITY

Michael N. Feuer, City Attorney

By: _____

Dov S. Lesel
Deputy City Attorney

DATE: _____

CITY:

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

By: _____

Tony Royster
General Manager

DATE: _____

ATTEST:

Holly Wolcott, City Clerk

By: _____

Deputy

DATE: _____

LICENSEE:

By: _____

Name

Executed at _____, California

DATE: _____

(second signature required of corporations)

By: _____

Name

Executed at _____, California

DATE: _____

CF No.: _____

Approval Date: _____

**BOARD OF
ANIMAL SERVICES
COMMISSIONERS**

LARRY GROSS
PRESIDENT

OLIVIA E. GARCIA
VICE PRESIDENT

COMMISSIONERS

LAYNE DICKER

ALISA FINSTEN

ROGER WOLFSON

City of Los Angeles
CALIFORNIA



ERIC GARCETTI
MAYOR

**DEPARTMENT OF
ANIMAL SERVICES**
221 N. Figueroa Street
6TH Floor, Suite #600
Los Angeles, CA 90012

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

BRENDA F. BARNETTE
GENERAL MANAGER

Vacant
ASSIST. GENERAL MANAGER,
Administration

Vacant
ASSIST GENERAL MANAGER, Life-Saving

DR. JEREMY PRUPAS
CHIEF VETERINARIAN

Report to the Board of Animal Services Commissioners

MEETING DATE: February 13 , 2018

RREPREPARED BY: Brenda Barnette

REPORT DATE: February 7, 2018

TITLE: General Manager

SUBJECT: REQUEST TO PURCHASE INCUBATORS TO SAVE UNDERAGE KITTENS

BOARD ACTION RECOMMENDED:

APPROVE staff recommendation to use \$19,476.65 from the Animal Welfare Trust Fund to purchase four (4) Neonatal Care Units and six (6) Animal Intensive Care Units from Lyon Technologies to keep underage kittens warm until rescues or foster volunteers can retrieve them from our six City animal shelters.

BACKGROUND:

The Department of Animal Services receives thousands of kittens every year during kitten season. Many of these kittens are tiny, not eating on their own and the mother is not with them. These kittens survival is dependent on Foster Volunteers, our New Hope Partners and Best Friends to take them from the shelters before the close of business because we do not have the staffing to feed these kittens every two hours through the night to sustain them. The survival rate for these kittens could be boosted if we had "incubators" to keep them warm, isolated and comfortable while they wait for a Foster Volunteer, a New Hope Partner or Best Friends to take them.

SUMMARY:

The majority of the feline deaths were underage kittens. We believe that one important step in being able to save these kittens is to keep them warm and isolated in an incubator until a suitable Foster Volunteer, New Hope Partner or Best Friends can pull them.

Working with our medical team, staff recommends four (4) Neonatal Care Units and six (6) Animal Intensive Care Units from Lyon Technologies:

<http://www.multiscope.com/hotspot/lyons/neonatal.htm>

<http://www.multiscope.com/hotspot/lyons/aicu.htm>

"Creating a Humane LA"

AN EQUAL OPPORTUNITY EMPLOYER

Visit our website at www.LAAnimalServices.com

These units are:


- Easy cleaning - simple interior and easily removable doors.
- Easily accessible humidity tray.
- Easily serviced - control panel can be detached and replaced.

Attached is the quote for these units.

FISCAL IMPACT:

There is no fiscal impact.

Approved:


Brenda Barnette, General Manager

Attachment: Quote from HotSpot for Birds

BOARD ACTION:

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



HotSpot for Birds

February 8, 2018

Sold To:

East Valley Animal Services
14409 Vanowen St.
Van Nuys, CA 91405

Ship To:

Same

(213)792-6090

christine.carr@lacity.org

Invoice # 43139

Description	Item #	Qty	Price	Shipping	Total
Lyon Technologies Small AICI with Top Window	912-000	6	\$2,070.00	Free	\$12,420.00
Lyon Technologies Neonatal AICU with Sliding Door	912-102	4	\$1,600.00	Free	\$6,400.00
Subtotal					\$18,820.00
Less Discount					-\$1,250.00
Sales Tax					\$1,906.65
Total					\$19,476.65

1135 N. Poinsettia Drive, Los Angeles, California 90046
Toll-Free (888)246-8776 (323)851-1878
getinfo@hotspot4birds.com <http://www.hotspot4birds.com>