



BOARD OF ANIMAL SERVICES COMMISSIONERS
CITY OF LOS ANGELES

REGULAR MEETING AGENDA
Tuesday, September 24, 2019
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

ALISA FINSTEN
JOSE SANDOVAL
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. 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)

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 Minutes for the Meeting of August 27, 2019. (Action Item)

4. ORAL REPORT OF THE GENERAL MANAGER

5. COMMISSIONERS' ORAL REPORTS AND FUTURE AGENDA ITEMS

6. BOARD REPORTS

- A. Authorize a Memorandum of Understanding for Animal Adoption Services Between the Annenberg Legacy Playa Vista, LLC. and the Department of Animal Services. (Action Item)
- B. Authorize Contract No. C-126901 – Amendment No. 3 – Between the City of Los Angeles and the Amanda Foundation for the Operation of a Mobile Spay and Neuter Clinic. (Action Item)
- C. Authorize Contract No. C-126915 – Amendment No. 3 – Between the City of Los Angeles and Spay Neuter Project of Los Angeles, Inc. (SNP LA, Inc.) to Provide Pet Vaccinations and Microchip Clinics. (Action Item)
- D. Authorize Contract No. C-125233 – Amendment No. 6 – Between the City of Los Angeles and SPAY4LA for the Operation of a Mobile Spay and Neuter Clinic. (Action Item)
- E. Authorize Contract No. C-126900 – Amendment No. 3 – Between the City of Los Angeles and the Lucy Pet Foundation, Inc. for the Operation of a Mobile Spay and Neuter Clinic. (Action Item)
- F. Authorize Contract No. C-128954 – Amendment No. 1 – Between the City of Los Angeles and Best Friends Animal Society (Best Friends) to Provide Facility Operation Services for the Northeast Valley Animal Shelter. (Action Item)
- G. Recommendation to maintain current adoption fee for hamsters, Guinea pigs, gerbils and parakeets. (Action Item)

7. ADJOURNMENT

Next Regular Meeting is scheduled for October 8, 2019, at City Hall 200 North Spring Street, Room 1060, Los Angeles, CA 90012. (Enter on Main Street).

AGENDAS - The Board of Animal Services Commissioners (Board) meets regularly every second (2nd) and fourth (4th) Tuesday of each month at 9:00 A.M. Regular Meetings are held at City Hall, 200 North Spring Street, Room 1060, in Los Angeles, CA 90012. Evening Meetings are held in various locations throughout the City, from 7:00 to approximately 9:30 P.M. The agendas for Board meetings contain a brief general description of those items to be considered at the meetings. Board Agendas are available at the Department of Animal Services (Department), Administrative Division,

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

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
CITY OF LOS ANGELES



MINUTES

TUESDAY, August 27, 2019 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
Alisa Finsten
Jose Sandoval
Roger Wolfson

Meeting called to order at 9:01 a.m. Commissioners present were García, Gross, Sandoval, Finsten, and Wolfson. Also present from Los Angeles Animal Services (LAAS) was General Manager (GM) Brenda Barnette, Assistant General Manager (AGM) Tammy Watson, AGM MeLissa Webber, and filling in for Assistant City Attorney (ACA) Dov Lesel was Assistant City Attorney Laurie Rittenburg.

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

I. REGULAR COMMISSION MEETING

1. PUBLIC COMMENT

Dan Guss spoke about a letter sent last week to the Commission regarding Pitbull being used for panhandling. Guss stated, if no one responds or if he doesn't see any action, he will write about it and will call for panel to resign or be replaced. Guss further spoke about the need for bug zappers to stop the spread of any diseases. Guss continued stating that several weeks ago Commissioner Wolfson tried to hijack an agenda item regarding the banning of horse racing in the city of Los Angeles. He requested a document that was sent to the media and seen on Fox News, stating that Animal Services Commission is banning horse racing.

Megan Mitchell - President and CEO of the United California Ferret Alliance – spoke about domestic ferrets. Mitchell stated that despite the ban, California has the largest population of domestic ferrets with 300,000 ferret owners living in California. As such, 27% of the pet industry's pet products are ferret products are sold in California. Previous bills introduced to State legislature to amend the ban were defeated; however, there is still interest in this and they are seeking to bring it back to life 15 years later and find a bill sponsor. Today the law is not really being enforced to protect wildlife, instead it is being enforced when persons report someone out of spite or retaliatory problems. Responsible pet owners are losing their pets because of this ban. Mitchell asked that the Commission consider the information she distributed to please consider supporting them.

Phyllis Daugherty – Animal Issues Movement - spoke about the shelter conditions. Daugherty stated that employees were told not to hose fecal matter down the drains. Animals are miserable and at risk of spreading disease, cat room stinks, and kennels are awful.

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

Public Comment:
None.

3. COMMISSION BUSINESS

- A. Approval of the Minutes for Meeting of August 13, 2019.

Public Comment:
None.

Commissioner Sandoval moved to approve the minutes of August 13, 2019. **Commissioner Garcia** seconded and the motion was approved by a unanimous vote of 4-0.

Ayes: Finsten, Gross, García, Sandoval and Wolfson

Noes: None.

- B. Election of Board Officers.

Commissioner Finsten nominated Commissioner Gross to another term as President of the Commission. **Commissioner Gross** accepted. **Commissioner Sandoval** seconded the motion and it was approved by a unanimous vote of 4-0.

Ayes: Finsten, Gross, García, Sandoval

Noes: None.

Absent: Wolfson

Commissioner Gross nominated Commissioner Garcia for another term as Vice President of the Commission. **Commissioner Garcia** accepted. **Commissioner Sandoval** seconded the motion and it was approved by a unanimous vote of 4-0.

Ayes: Finsten, Gross, García, Sandoval

Noes: None.

Absent: Wolfson

4. ORAL REPORT OF THE GENERAL MANAGER

AGM Watson discussed the following:

- Past weekend, a very successful Clear the Shelters event with 408 adoptions comprising of 175 dogs; 216 cats; 8 rabbits and 7 others.
- Free Spay/Neuter Campaign update of 1,141 vouchers issued and 199 redeemed. Completed a social media blast to remind constituents of this resource.
- General Services has replaced the HVAC system in the Rabbit Room at West Valley.
- Recreation and Parks is installing the artificial turf in the play yard at the West Valley Animal Services Center.

Public Comment:

Phyllis Daugherty, Animal Issues Movement - spoke about "Pizza gate" stating that officers were placed off work for buying pizza for staff with money collected from vending machines. Daugherty also stated there is no need for bug zappers if you keep the shelters clean.

5. COMMISSIONERS' ORAL REPORTS AND FUTURE AGENDA ITEMS

Commissioner Sandoval asked that we find out the cost for Spay/Neuter outreach billboards and perhaps an every six month campaign.

Commissioner Finsten asked if there are any exceptions available to purchase supplies in a timely manner.

Commissioner García asked that we revisit affidavit issue regarding proof of three forms of ID.

Commissioner Wolfson – None.

Public Comment:

None.

6. Board Reports

A. Discussion on Department's Response to Kapparot Activities

Commissioner Gross gave a brief description on Kapparot.

Brenda Barnette stated that a Lead Officer will be on duty and she will make herself available. DFO Knipscheer-Cox will also notify Barnette of all media requests or any notifications.

Rabbi Jonathan Klein spoke stating we are about a month away of celebrating this ritual. There is a tension in the law between first amendment law and animal cruelty law. There is no way that these birds will ever be utilized as food. Some

Rabbinic leadership has said don't use chickens, use money instead specifically because these birds are thrown into the trash after usage. We see a gross act of cruelty happening year after year. Neighbors and community members are asking why we see this allowance of cruelty and torture. We know where these rituals take place and those folks should be scrutinized and watched. We need to have more conversations about legislative acts that can be taken. There are some high profile locations such as Hebrew Discovery Center, Hershel Cohen's home and the poultry company on Virgil Street. All and all there are about ten locations. The dates are between the holidays of Rosh Hashanah and Yom Kippur.

Public Comments:

Lola Kerneevets spoke stating that they have asked the City many times to enforce the violation of animal cruelty but the officer does not do anything and they do not speak to us.

Phyllis Daugherty spoke encouraging the Department along with other city officials to make a statement that the Department abhors the cruelty.

Lisa Karlan, Reporter - spoke stating the Penal Code 597 (a) in part the practice is to give the chickens to the poor, yet it is never used for food. Do not be afraid of separation of religion and State and really look at the goal.

B. Oral Report on Paws for Life K9 Rescue Shelter Program

Alex Tonner, Paws 4 Life Founder – stated there was a recent article with misinformation about the program. The program has been active for 5-1/2 years. Through the program over 380 dogs were trained including service dogs for Veterans with PTSD and autistic children. Most dogs are rescued from the South Los Angeles Chesterfield Square shelter and were slated to be euthanized. Tonner invited everyone to visit the program.

Rita Blackwell, Volunteer Photographer – spoke stating that when she chose the photo for the flyer she didn't see color, breed or race. She just saw a connection between a human and an animal. The article stated it was racist that there was a black man with a Pitbull. However, she didn't realize it was a black male and a Pitbull until she saw it in the article.

Jon Grobman, Paws 4 Life Director of Programs – spoke stating that there are 115 inmate trainer participants in Lancaster program. The Paws 4 Life program is an avenue for incarcerated persons to come home. Seventeen people were given an opportunity to come home because of the direct impact from this program. Grobman further stated the Op-ed article in question is offensive. The trainers involved in this program have over 7,980 hours of extensive behavioral and service training. Grobman read a statement from the parent of the young black man pictured on the flyer expressing support for the program.

Commissioner Gross spoke about the positive impacts of the program and reminded all to be mindful of the currently racially sensitive climate.

Commissioner Wolfson spoke about his experience visiting this program to speak with and assist inmates on giving the speech of lives to face the parole board. Wolfson described the significant difference in demeanor he observed between the inmates who work with the dogs and those who did not.

Public Comment:

Phyllis Daugherty, Animal Issues Movement – spoke stating that the whole purpose of the program was missed. The point is that the program makes claims that it cannot guarantee.

Jennifer Pimentel – Best Friends, Executive Director – spoke stating organizations like LAAS and Best Friends who are committed to the welfare and safety of pets and people should encourage these programs as much as possible.

C. Woofstat Report

AGM MeLissa Webber discussed the current Live Save Rate and its comparisons to last year.

Commissioner Sandoval asked about the euthanasia numbers and expressed concern for high numbers. In the future, show a breakdown of why the animals were euthanized (sick, hit by cars, irremediable suffering etc.). Sandoval asked how we identify persons with breeder licenses who are actually breeding animals as opposed to those who purchase a permit to avoid sterilization.

Commissioner Gross asked about the decrease in ACE citations, administrative hearings held and the issuance of spay and neuter vouchers

Public Comment:

Phyllis Daugherty spoke stating that it is not the department's job to save all the lives of all animals. It is the department's responsibility to humanely care for the animals.

7. ADJOURNMENT

Meeting ended at 10:45 a.m.

**BOARD OF
ANIMAL SERVICES
COMMISSIONERS**

LARRY GROSS
PRESIDENT

OLIVIA E. GARCIA
VICE PRESIDENT

COMMISSIONERS

ALISA FINSTEN

JOSE SANDOVAL

ROGER WOLFSON

City of Los Angeles

CALIFORNIA



ERIC GARCETTI
MAYOR

**DEPARTMENT OF
ANIMAL SERVICES**
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BRENDA F. BARNETTE
GENERAL MANAGER

TAMMY WATSON
ASSISTANT GENERAL MANAGER
Administration

MELISSA WEBBER
ASSISTANT GENERAL MANAGER
Lifesaving

DR. JEREMY PRUPAS
CHIEF VETERINARIAN

Report to the Board of Animal Services Commissioners

MEETING DATE: September 24, 2019

PREPARED BY: Catherine Chico

REPORT DATE: September 17, 2019

TITLE: Senior Management Analyst II

SUBJECT: AUTHORIZE A MEMORANDUM OF UNDERSTANDING FOR ANIMAL ADOPTION SERVICES BETWEEN THE ANNENBERG LEGACY PLAYA VISTA, LLC. AND THE DEPARTMENT OF ANIMAL SERVICES

BOARD ACTION RECOMMENDED

AUTHORIZE the Department of Animal Services (Department) to enter into the attached Memorandum of Understanding (MOU) with the Annenberg Legacy Playa Vista, LLC. (Annenberg) for a three-year term with the option of two (2) one-year extensions for animal adoption services.

SUMMARY

The Department requests authority to execute the attached MOU with Annenberg for the transfer of dogs, cats, rabbits and pocket pets for the purpose of facilitating adoptions at the Annenberg PetSpace located in Playa Vista, California at no cost to the Department.

This MOU will allow Annenberg to select animals available through the Department's New Hope Program. Ownership of animals will be transferred from the Department to Annenberg upon the transfer and receipt of animals. Annenberg has agreed to provide all animal care and related veterinary medical services such as vaccines, deworming, flea treatment and physical examinations, as well as spay and neuter services and microchip registration prior to adoptions.

Annenberg will be responsible for providing the Department with the name and contact information for each adopter and for ensuring that no animals transferred to their care are allowed to breed.

Approval of this request will further assist the Department in achieving its goal of re-homing all animals entering into our Animal Service Centers.

FISCAL IMPACT

There is no fiscal impact to the General Fund because the Department shall not incur any costs to Annenberg in connection with this MOU.

Approved:

Brenda F. Barnette
Brenda F. Barnette, General Manager

Attached – Proposed MOU with Annenberg Legacy Playa Vista, LLC.

BOARD ACTION:

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



City of Los Angeles
Department of Animal Services

MEMORANDUM OF UNDERSTANDING

City Agreement Number _____

WITH THE ANNENBERG LEGACY PLAYA VISTA, LLC.

To Provide Adoption Augmentation Services

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LOS ANGELES
AND ANNENBERG LEGACY PLAYA VISTA, LLC.**

TO PROVIDE ADOPTION AUGUMENTATION SERVICES

City Agreement Number _____

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is entered into as of _____, 2019, 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") and **Annenberg Legacy Playa Vista, Limited Liability Company** ("Contractor"), whose address is: 12005 Bluff Creek Drive, Playa Vista, CA 90094 and is authorized to do business in the State of California, (hereinafter "Party," individually, or "Parties," collectively) with regard to the following;

WHEREAS, Department intends to transfer dogs, cats, rabbits and pocket pets ("Animal" or "Animals") to Contractor for the purpose of facilitating adoption of those Animals. The Animals transferred to Contractor pursuant to this Agreement have been held by Department for the legal holding period. In determining which Animals are transferred to Contractor, Department has taken into account the Animals' availability in addition to Department's shelter space considerations; and

WHEREAS, ownership of the Animals will be transferred to Contractor pursuant to this Agreement at the time of the transfer; and

WHEREAS, Department will waive the adoption fees in accordance with Section 53.11 (p) of the Los Angeles Municipal Code (LAMC) for those Animals transferred to Contractor pursuant to this Agreement; and

WHEREAS, Contractor agrees to provide proper care including adequate food, water, shelter, safe containment, appropriate veterinary care, adequate exercise and humane treatment for all Animals transferred into their care pursuant to this Agreement; and

WHEREAS, Contractor will make the Animals available for adoption to the community from the Annenberg PetSpace; and

WHEREAS, all Animals shall be spayed or neutered by Contractor prior to adoption or transfer, unless there is a sound medical reason for deferring such sterilization; and

WHEREAS, in the interest of the Animal, Contractor may return the Animal to Department or transfer the Animal to another facility or rescue chosen by Contractor. If the Animal is returned to Department, ownership of the Animal transfers back to Department at the time of transfer; and

WHEREAS, this Agreement was approved by the Board of Animal Services Commissioners on _____, 2019.

NOW THEREFORE, in consideration of the above representations set forth above and incorporated herein, the Parties agree as follows:

Section I. Representative of the Parties and Service of Notice

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

1. The representative of the City shall be the General Manager of 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, CA 90012

2. The representative of Contractor shall be:

Janet (J.J.) Rawlinson, DVM
Senior Manager, Community Partnerships & Welfare Initiatives
Wallis Annenberg PetSpace
12005 Bluff Creek Drive Playa Vista, CA 90094

- B. Formal notices, demands, and communications required hereunder by either Party shall be made in writing and communicated by U.S. mail, fax or email.
- C. If the name, address, or contact information of the person designated to receive the notices, demands and communications changes, written notices shall be given to the other Parties within five (5) business days of said change.

Section II. Term

Unless terminated earlier pursuant to this Agreement, the term of this Agreement shall be for three (3) years commencing upon the Execution Date and may be renewed for up to two (2) additional one-year (1-year) terms at the sole discretion of Department.

Either Party may terminate this Agreement without cause upon thirty day written notice to the Representative of the other Party referenced in Section 1. A. above.

Section III. No Cost to Department

Department shall not incur or pay any costs to Contractor in connection with this Agreement.

Section IV. Right of Entry to Animal Shelters

This Agreement provides Contractor with a temporary, revocable, non-exclusive right of entry to the City's six animal shelters ("Shelters"), allowing Contractor's employees and agents to enter into certain portions of the Shelters as directed by Department staff during the Shelters' business hours. This right is for the limited purpose of selecting and evaluating Animals including dogs, cats, rabbits and pocket pets for transfer by Contractor on dates and locations approved by Department. The rights granted herein are personal to Contractor, not assignable and do not constitute a lease or any interest in real property.

The right of entry will consist of portions of the Shelters as directed by Department staff where the Animals can be evaluated by Contractor prior to acceptance for transfer. The location may vary depending upon other uses in the Shelter. The right provided to Contractor is for the purpose detailed in this Agreement and for no other purpose. Contractor shall not use its access to the Shelters to participate in, directly or indirectly, or intervene in (including by publishing or distributing statements), any political campaign on behalf of or in opposition to any candidate for public office or any cause. Contractor shall not use or occupy the premises in violation of law and shall discontinue any use of the premises declared by any governmental authority to be a violation of law. Termination of this

Agreement shall terminate the right of access to the Shelters pursuant to this Agreement. Contractor shall comply with applicable non-discrimination and affirmative action laws of the United States of America, the State of California and the City. In performing this Agreement, Contractor shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Contractor shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto.

Section V. Premises

The Shelters covered by this Agreement shall be portions of the six shelters located at:

- North Central, 3201 Lacy Street, Los Angeles 90031
- Chesterfield Square, 1850 W. 60th Street, Los Angeles 90047
- East Valley, 14409 Vanowen Street, Van Nuys 91405
- West Valley, 20655 Plummer Street, Chatsworth 91311
- West Los Angeles, 11361 Pico Boulevard, Los Angeles 90064
- Harbor, 957 N. Gaffey Street, San Pedro 90731

Access to portions of the Shelters as permitted by Department staff to allow Contractor to evaluate the Animals, subject to any change by Department for its operational needs.

Section VI. Scope of Services

Contractor shall transfer from the Shelters, Animals who are available to Department's New Hope Partners, including those who are in danger of being euthanized for medical or space reasons, for adoption from the Annenberg PetSpace. Ownership of Animals will be transferred from Department to Contractor. Contractor agrees to provide animal care and related veterinary medical services, all staffing, equipment and supplies for the care of the Animals, as well as spay and neuter services prior to their adoption or transfer to another facility or rescue, and shall obtain all permits, licenses and registrations required to provide the services described herein. Contractor agrees to use its best efforts to facilitate the adoption of the Animals. Upon adoption or transfer, Contractor shall notify Department with the name and contact information of the adopter and of the transfer facility or rescue.

Contractor will be provided with access to the Shelters for Contractor to evaluate the eligible Animals and to select from the list of Animals available to the City's New Hope Partners. Such list shall be made available to Contractor on the same frequency it is provided to the New Hope Partners or any other similar program in which Animals are transferred from Department's shelters, generally not less frequently than monthly.

Contractor has sole discretion to choose Animals that will be transferred from Department. Department will provide initial vaccines, deworming, flea treatment and physical examinations. Contractor will be responsible for all rabies vaccines, microchip registrations and medical care once the Animal is released into its care. The Animals leaving the Shelters have been microchipped by Department. Contractor agrees to register the Animals. Contractor shall ensure that under no circumstances will any Animal transferred from Department to Contractor be allowed to breed.

The cost of staffing, maintaining and performing all services under this Agreement shall be Contractor's responsibility. All necessary permits and arrangements to provide the services, including regulatory agencies requiring licensure, shall also be Contractor's sole responsibility. 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, insurance and permits are obtained and a copy provided to Department. Contractor shall perform services in an ethical and lawful manner. Contractor's personnel and agents shall not engage in any conduct which would harass, oppress or abuse any Department staff member or members of the public, or use any false, deceptive, or misleading representation with regards to the services provided.

Contractor shall maintain its tax exempt status under California Corporations Code section 5110, et seq. and Article 13, Section 4(b) of the Constitution of the State of California, or such successor law.

Section VII. Insurance and indemnification

Contractor shall furnish the City with evidence of insurance from insurers acceptable to the City and approved to write surplus lines in the State of California or licensed to do business in the State of California on a form acceptable to the Risk Management Department of the City and naming the City as an additional insured, for the coverage and minimum limits of insurance which shall be maintained by Contractor at its sole cost and expenses throughout the Term of this Agreement. See Exhibit A for insurance requirements. Details regarding insurance requirements are in the Standard Provisions for City Contracts. Contractor's broker is to sign on to the City's Track4LA system located at <https://kwikcomply.org/> and register the insurance. Contractor will be notified of insurance approval.

Except for the active negligence or willful misconduct of City, Contractor agrees to defend, indemnify and hold harmless City from and against all suits and causes of action, claims, losses, demands and expenses, for death or injury to any person, including Contractor'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 negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Contractor or its subcontractors. This paragraph shall survive expiration or termination of this Agreement.

Section VIII. Incorporation of Exhibits

Contractor shall comply with all of the City's contracting requirements, including affirmative action and non-discrimination and proof of insurance, subject to City approval. The following exhibit is hereby incorporated into and made part of this Agreement:

- Exhibit A – Insurance Requirements

Section IX. Entire Agreement

This Agreement, including Exhibit A, constitutes the full and complete understanding between the Parties and shall be construed and interpreted under California law and the venue in any dispute shall be in the County of Los Angeles. This Agreement is executed in three (3) 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 authorized representatives.

**THE CITY OF LOS ANGELES,
DEPARTMENT OF ANIMAL SERVICES**

By _____
Brenda F. Barnette, General Manager

Date: _____

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

By _____
Dov S. Lesel, Assistant City Attorney

Date _____

**ATTEST:
HOLLY WOLCOTT, City Clerk**

By _____
Deputy City Clerk

Date _____

**CONTRACTOR - ANNENBERG LEGACY
PLAYA VISTA, LLC**

By _____
Donna Fernandes, Director

Date _____

Los Angeles Business Tax Number: 0003089803

IRS Taxpayer Employer Identification Number (EIR): 45-2964080



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

**EXHIBIT A
(Insurance Requirements)**

Required Insurance and Minimum Limits

Name: Annenberg Legacy Playa VistaDate: 9/5/2019Agreement/Reference: Adoption Augmentation Services

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

☒ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC StatutoryEL 1,000,000☒ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

☒ **General Liability** 1,000,000

☐ Products/Completed Operations☐ Sexual Misconduct☐ Fire Legal Liability☐

☐ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

☒ **Professional Liability** (Errors and Omissions) 1,000,000

Discovery Period _____

☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage☐ Boiler and Machinery☐ Flood☐ Builder's Risk☐ Earthquake☐☐

☐ **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds

☐ **Crime Insurance**

Other: Provided to: Christina Gomez, LA Animal Services 213-482-9574

*Professional Liability is in reference to medical malpractice for spaying, neutering, and all other medical procedures.

If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the best method of submitting your documents. **Track4LA®** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. **Track4LA®** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA®** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California may be accepted, however ***submissions other than through Track4LA® will significantly delay the insurance approval process as documents will have to be manually processed.*** All Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to CAO.insurance.bonds@lacity.org.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **Track4LA®**, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA®** at <http://track4la.lacity.org>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

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Administration

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ASSISTANT GENERAL MANAGER
Lifesaving

DR. JEREMY PRUPAS
CHIEF VETERINARIAN

Report to the Board of Animal Services Commissioners

MEETING DATE: September 24, 2019

PREPARED BY: Catherine Chico

REPORT DATE: September 12, 2019

TITLE: Senior Management Analyst II

SUBJECT: AUTHORIZE CONTRACT NO. C-126901 – AMENDMENT NO. 3 – BETWEEN THE CITY OF LOS ANGELES AND THE AMANDA FOUNDATION FOR THE OPERATION OF A MOBILE SPAY AND NEUTER CLINIC

BOARD ACTION RECOMMENDED

1. **APPROVE** extension of the contract term to December 16, 2020.

SUMMARY

Los Angeles Animal Services entered into a two-year contract for the operation of a mobile spay and neuter clinic, which was executed on December 17, 2015 and expired on December 16, 2017. The first contract extension was executed on December 17, 2017 and expired on December 16, 2018. The second contract extension was executed on December 17, 2018 and expires on December 16, 2019. This is the last and final contract extension and will extend the contract to December 16, 2020.

The services provided by the Amanda Foundation have proven to be a necessary option to low-income City of Los Angeles residents. Since Fiscal Year 2015-16, the Amanda Foundation's mobile spay/neuter clinic has performed a total of 10,506 surgeries (3,035 cats and 7,471 dogs).

Authorization of this contract will allow for the continuation of accessible spay/neuter services to low-income areas of the City of Los Angeles, where the number of intact animals tend to be higher and where there tends to be fewer stationary spay/neuter clinics.

Changes to the contract include:

- Contract extension to December 16, 2020

BACKGROUND

The Department released a Request for Proposals ("RFP") on March 11, 2015, for operation of mobile spay/neuter clinics. Amanda Foundation's proposal met the requirements, and was awarded an agreement with a term of two years with three one-year renewal options for a total period of up to five years.

A portion of dog licensing fees is transferred to The Animal Sterilization Fund (ASF) to support targeted low-income spay/neuter surgeries.

FISCAL IMPACT

There is no fiscal impact to the General Fund because all spay neuter costs are paid through the Animal Sterilization Fund.

Approved:


Brenda F. Barnette, General Manager

Attachment: Contract Amendment No. 3 – C-126901

BOARD ACTION:

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

**AMENDMENT NO. 3 TO
CONTRACT NUMBER C-126901
BETWEEN THE CITY OF LOS ANGELES
AND
THE AMANDA FOUNDATION
FOR THE OPERATION OF A MOBILE SPAY AND NEUTER CLINIC**

THIS THIRD AMENDMENT to Agreement Number C-126901 is made and entered into by and between the City of Los Angeles ("City"), a municipal corporation, acting through the Department of Animal Services ("Department"); and The Amanda Foundation ("Contractor"), and authorized to do business in the State of California with regard to the following:

WHEREAS, Contract Number C-126901, which was approved by the City Council on December 16, 2015, and became effective on December 17, 2015 as a two-year contract, renewable at the City's sole discretion for up to three additional years (C.F. 10-2451); and

WHEREAS, Contractor provides spay/neuter surgeries for dogs and cats owned by low-income residents of Los Angeles; and

WHEREAS, the 1st Amendment (Supplement No. 1) was entered into on December 17, 2017, extending the Contract for one year to December 16, 2018; and

WHEREAS, the 2nd Amendment, extended the term of the Agreement to December 16, 2019, added a new revised rate schedule, included rabbits in the scope of services, clarified program is for City of Los Angeles residents, provided owners the ability to submit an affidavit in lieu of other proof of low income status, and authorized Contractor's participation in the City's Pre-Release Voucher Program; and

WHEREAS, the self-certification program and affidavit was approved by City Council on April 19, 2016 (CF #16-0114 S-1) and the revised rate schedule was previously approved by City Council on November 9, 2016 (CF 16-0114), and the contract extension was approved by the Board of Animal Services Commissioners on December 11, 2018; and

WHEREAS, the existing Agreement expires on December 16, 2019 and the services are required by the City; and

WHEREAS, this 3rd Amendment, extends the term of the Agreement to December 16, 2020.

NOW THEREFORE, both parties intend the Agreement to be amended as follows:

1. Section II. Term shall be amended to extend the term of Agreement to December 16, 2020.

The City exercises its option of renewing the Agreement for one additional year. The term shall be extended from its present expiration date of December 16, 2019 to a new expiration date of December 16, 2020. This is the third and final of three renewable options available for this agreement.

2. Except as herein amended, all other terms and conditions shall remain in full force and effect.

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

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

By _____
Brenda F. Barnette, General Manager

Date: _____

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

By _____
Dov S. Lesel, Assistant City Attorney

Date: _____

**ATTEST:
HOLLY WOLCOTT, City Clerk**

By _____
Deputy City Clerk

Date: _____

CONTRACTOR – The Amanda Foundation

By _____
Teri Austin, President

Date: _____

(second signature required of corporations)

By _____

Date: _____

Los Angeles City Business Tax License Number: **0000986065-0001-7**

Taxpayer Identification Number: **51-0183667**

City Agreement Number: **C-126901**

Council File Number: **10-2451**

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MELISSA WEBBER
ASSISTANT GENERAL MANAGER
Lifesaving

DR. JEREMY PRUPAS
CHIEF VETERINARIAN

Report to the Board of Animal Services Commissioners

MEETING DATE: September 24, 2019

PREPARED BY: Catherine Chico

REPORT DATE: September 12, 2019

TITLE: Senior Management Analyst II

SUBJECT: AUTHORIZE CONTRACT NO. C-126915 – AMENDMENT NO. 3 – BETWEEN THE CITY OF LOS ANGELES AND SPAY NEUTER PROJECT OF LOS ANGELES, INC. (SNP LA, INC.) TO PROVIDE PET VACCINATIONS AND MICROCHIP CLINICS

BOARD ACTION RECOMMENDED

1. **APPROVE** extension of the contract term to December 31, 2020;

SUMMARY

The services provided by the Spay Neuter Project of Los Angeles, Inc. (SNP LA, Inc.) have proven to be a necessary option to low-income City of Los Angeles residents. Authorization of this contract will allow for the continuation of vaccination and microchip services to low-income areas of the City of Los Angeles, where the number of animals requiring this service tend to be higher and where there tend to be fewer vaccination clinics.

The services are provided free of charge to the Department of Animal Services (Department) in exchange for location space to park mobile clinics. The sole monetary compensation provided by the Department is a \$2 reimbursement for every license sold by the Contractor.

Changes to the contract include:

- Contract extension to December 31, 2020

BACKGROUND

The Department released a Request for Proposals ("RFP") on September 26, 2013, to provide vaccinations and microchip services at all six City shelters. SNP LA, Inc.'s proposal met the requirements, and was awarded the agreement for a term of two years with three one-year renewal options for a total period of up to five years, and began operations in December 23, 2015. Upon contract expiration, it was extended through December 31, 2017 via the contract's first Amendment. The contract was extended to December 31, 2018 via the contract's second Amendment. The current request to extend represents the final option to extend the contract.

FISCAL IMPACT

There is no fiscal impact to the General Fund because all vaccination and microchip costs will be provided at the expense of the contractor and the amount it charges the public.

Approved:

Brenda F. Barnette

Brenda F. Barnette, General Manager

Attachment: Contract Amendment No. 3 – C-126915

BOARD ACTION:

<u> </u>	Passed	Disapproved	<u> </u>
<u> </u>	Passed with noted modifications	Continued	<u> </u>
<u> </u>	Tabled	New Date	<u> </u>

**AMENDMENT NO. 3 TO
CONTRACT NUMBER C-126915
BETWEEN THE CITY OF LOS ANGELES
AND
SPAY NEUTER PROJECT OF LOS ANGELES, INC. (SNP LA, INC.)
TO PROVIDE PET VACCINATIONS AND MICROCHIP CLINICS**

THIS THIRD AMENDMENT to Agreement Number C-126915 (Agreement) is made and entered into as of January 1, 2020, by and between the City of Los Angeles ("City"), a municipal corporation, acting through the Department of Animal Services ("Department"); and SNP LA, INC ("Contractor") to approve a one (1) year extension to the Agreement. This is the third (3rd) of three (3) available renewals.

WHEREAS, the Department desires a Contractor to ensure vaccinations and microchips are provided at the lowest possible price; and

WHEREAS, Contractor will provide the Department with a yearly calendar to serve all six City shelters, and help with the sale of dog licenses or puppy certificates for dogs brought in and owned by City residents whose dogs are not licensed; and

WHEREAS, the Contractor was selected pursuant to a Request for Proposals ("RFP") issued by the Department on September 26, 2013 to solicit such services, and Contractor submitted a proposal in response to the RFP, met the requirements, and was awarded this Agreement by the Animal Services Board of Commissioners ("Board") on February 11, 2014, and approved by the City Council on December 16, 2015, for a two-year contract, renewable at the City's sole discretion for up to three additional years, for a period of up to five years (C.F. 15-1347); and

WHEREAS, the 1st Amendment was entered into as of January 1, 2018, extending the Agreement for one year from December 31, 2017 to December 31, 2018; and

WHEREAS, the 2nd Amendment was entered into as of January 1, 2019, extending the Agreement for one year from December 31, 2018 to December 31, 2019; and

WHEREAS, providing vaccinations and microchips augment the Department's ability to provide these services to animal owners and benefit the public;

NOW THEREFORE, both parties intend the Agreement to be amended as follows:

AMENDMENT

The following section in Contract **C-126915** will be replaced as follows:

1. Section II. Term

The City exercises its option of renewing the Agreement for one additional year from its present expiration date of December 31, 2019 to a new expiration date of

December 31, 2020. This is the third and final of three renewable options available for this agreement.

2. Except as herein amended, all other terms and conditions shall remain in full force and effect.

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

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

By _____
Brenda F. Barnette, General Manager

Date: _____

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

By _____
Dov S. Lesel, Assistant City Attorney

Date: _____

**ATTEST:
HOLLY WOLCOTT, City Clerk**

By _____
Deputy City Clerk

Date: _____

CONTRACTOR – SNP LA, INC.

By _____
Zoey Knittel, Executive Director

Date: _____

**(second signature required of
corporations)**

By _____

Date: _____

Los Angeles City Business Tax License Number: **0002336507-004-4**

Taxpayer Identification Number: **20-8542566**

City Agreement Number: **C-126915**

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ASSISTANT GENERAL MANAGER
Lifesaving

DR. JEREMY PRUPAS
CHIEF VETERINARIAN

Report to the Board of Animal Services Commissioners

MEETING DATE: September 24, 2019

PREPARED BY: Catherine Chico

REPORT DATE: September 12, 2019

TITLE: Sr. Management Analyst II

SUBJECT: AUTHORIZE CONTRACT NO. C-125233 – AMENDMENT NO. 6 – BETWEEN THE CITY OF LOS ANGELES AND SPAY4LA FOR THE OPERATION OF A MOBILE SPAY AND NEUTER CLINIC

BOARD ACTION RECOMMENDED

1. **APPROVE** extension of the contract term to December 31, 2020

SUMMARY

The services provided by SPAY4LA have proven to be a necessary option to low-income City of Los Angeles residents. Authorization of this contract will allow for the continuation of accessible spay/neuter services to low-income areas, where the number of intact animals tend to be higher and where there tend to be fewer stationary spay/neuter clinics.

SPAY4LA has performed a total of 12,417 surgeries (6,780 dogs, and 5,637 cats) from its inception in February 2015 through June 2019.

Changes to the contract include:

- Contract extension to December 31, 2020

BACKGROUND

The Department released a Request for Proposals ("RFP") in 2014 for operating a mobile spay/neuter program based on zip codes. SPAY4LA's proposal met the requirements, and SPAY4LA was awarded the agreement for one year with five one-year renewal options for a total period of up to six years.

A portion of dog licensing fees is transferred to The Animal Sterilization Fund (ASF) to support targeted low-income spay/neuter surgeries.

FISCAL IMPACT

There is no fiscal impact to the General Fund because all spay neuter costs are paid through the Animal Sterilization Fund.

Approved:


Brenda F. Barnette, General Manager

Attachment: Contract Amendment No. 6 – C-125233

BOARD ACTION:

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

**AMENDMENT NO. 6 TO
CONTRACT NUMBER C-125233
BETWEEN THE CITY OF LOS ANGELES
AND
SPAY4LA, INC
FOR THE OPERATION OF A MOBILE SPAY AND NEUTER CLINIC**

THIS SIXTH AMENDMENT to Agreement Number C-125233 is made and entered into by and between the City of Los Angeles ("City"), a municipal corporation, acting through the Department of Animal Services ("Department"); and SPAY4LA, INC. ("Contractor"), and authorized to do business in the State of California with regard to the following:

WHEREAS, Contractor was selected pursuant to a Request for Proposals ("RFP") and awarded this Agreement by the Animal Services Board of Commissioners ("Board") on June 10, 2014, and approved by the City Council on November 12, 2014, for a one-year contract renewable at the City's sole discretion for up to five additional years, for a period of up to six years (C.F. 14-1459);

WHEREAS, pursuant to Contract Number C-125233, Contractor provides free spay/neuter surgeries at its mobile veterinary clinic facilities to sterilize dogs and cats owned by low-income residents in specific Los Angeles Zip Codes; and

WHEREAS, the 1st Amendment (Supplement No. 1) was entered into as of January 1, 2016, extending the Agreement for one year from December 31, 2015 to the new date of December 31, 2016 and making certain other modifications to Section V, Scope of Services; and

WHEREAS, the 2nd Amendment was entered into as of July 1, 2016 to add ten Zip codes to the four Zip codes already designated to the eligible area covered by this Agreement and clarified both days and hours of operations and verification of Clients' Residency; and

WHEREAS, the 3rd Amendment was entered into as of January 1, 2017, extending the Agreement one year from December 31, 2016 to December 31, 2017, ratified the Contractor's performance with the terms and conditions of this Agreement and added a new revised rate schedule; and

WHEREAS, the 4th Amendment extended the Contract one year from December 31, 2017 to December 31, 2018; and

WHEREAS, on April 20, 2016, the Los Angeles City Council approved a change in the low-income verification procedures (CF 16-0114-S1), and effective January 1, 2018, the Department began accepting Low-Income Affidavits in-lieu of proof of income; and

WHEREAS, the Contractor requests authority to provide its mobile spay/neuter services in other areas of the City outside these established zip codes; and,

WHEREAS, the Contractor has demonstrated the effective use of targeted mobile spay/neuter services and the Department seeks to extend and expand mobile spay/neuter services to limit shelter intake and provide humane animal care; and

WHEREAS, the 5th Amendment, extending the term of the Agreement to December 31, 2019, expanding the services provided Citywide from the existing zip codes, amended the Department's notification information, amended scope of services, added a new revised rate schedule, included

rabbits in the scope of services, clarified program is for City of Los Angeles residents, clarified compliance with injunction requirement, amended scheduling of service locations and days of operation, updated billing address, provided owners the ability to submit an affidavit in lieu of other proof of low income status, updated billing address, and amended language regarding the reporting of animal deaths.

WHEREAS, the Contractor's participation in the City's Pre-Release Voucher Program herein, was approved by the Animal Services Board of Commissioners ("Board") on October 23, 2018, and approved by the City Council on December 12, 2018; and

WHEREAS, the self-certification program and affidavit were approved by City Council on April 20, 2016 (CF #16-0114 S-1) and the revised rate schedule was previously approved by City Council on November 9, 2016 (CF 16-0114), and the contract extension was approved by the Board of Animal Services Commissioners on December 11, 2018;

WHEREAS, the Sixth Amendment extends the Agreement one year, to December 31, 2020.

NOW THEREFORE, both parties intend the Agreement to be amended as follows:

AMENDMENTS

1. Section II. Term shall be amended to extend the term of the Agreement to December 31, 2020.

The City exercises its option of renewing the agreement for one additional year. The Term of the Contract shall be extended from its present expiration date of December 31, 2019 to a new expiration date of December 31, 2020. This is the sixth and final of five renewable options available for this agreement.

2. Except as herein amended, all other terms and conditions shall remain in full force and effect.

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

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

By _____
Brenda F. Barnette, General Manager

Date: _____

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

By _____
Dov S. Lesel, Assistant City Attorney

Date: _____

**ATTEST:
HOLLY WOLCOTT, City Clerk**

By _____
Deputy City Clerk

Date: _____

CONTRACTOR - SPAY4LA, INC

By _____
Aimee Gilbreath, Treasurer

Date: _____

(second signature required of corporations)

By _____
Jonathan Chavez, Secretary

Date: _____

Los Angeles City Business Tax License Number: **002722603-000-1-6**

Taxpayer Identification Number: **45-2996980**

City Agreement Number: **C-125233-5**

Council File Number: **14-1459**

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ERIC GARCETTI
MAYOR

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Administration

MELISSA WEBBER
ASSISTANT GENERAL MANAGER
Lifesaving

DR. JEREMY PRUPAS
CHIEF VETERINARIAN

Report to the Board of Animal Services Commissioners

MEETING DATE: September 24, 2019

PREPARED BY: Catherine Chico

REPORT DATE: September 12, 2019

TITLE: Senior Management Analyst II

SUBJECT: AUTHORIZE CONTRACT NO. C-126900 – AMENDMENT NO. 3 – BETWEEN THE CITY OF LOS ANGELES AND THE LUCY PET FOUNDATION, INC. FOR THE OPERATION OF A MOBILE SPAY AND NEUTER CLINIC

BOARD ACTION RECOMMENDED

1. **APPROVE** extension of the contract term to December 20, 2020.

SUMMARY

Los Angeles Animal Services entered into a two-year contract for the operation of a mobile spay and neuter clinic, which was executed on December 21, 2015 and expired on December 20, 2017. The first contract extension was executed on December 21, 2017 and expired on December 20, 2018. The second contract extension was executed on December 21, 2018 and expired on December 20, 2019. This is the last and final contract extension and will extend the contract to December 20, 2020.

The services provided by the Lucy Pet Foundation, Inc. (Lucy Pet Foundation) have proven to be a necessary option to low-income City of Los Angeles residents. Since Fiscal Year 2015-16, the Lucy Pet Foundation's mobile spay/neuter clinic has performed a total of 16,918 surgeries (6,502 cats and 10,416 dogs).

Authorization of this contract will allow for the continuation of accessible spay/neuter services to low-income areas of the City of Los Angeles, where the number of intact animals tend to be higher and where there tend to be fewer stationary spay/neuter clinics.

Changes to the contract include:

- Contract extension to December 20, 2020

BACKGROUND

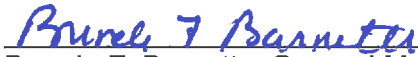
The Department released a Request for Proposals ("RFP") on March 11, 2015, for operation of mobile spay/neuter clinics. Lucy Pet Foundation's proposal met the requirements, and was awarded an Agreement with a term of two years with three one-year renewal options for a total period of up to five years.

A portion of dog licensing fees is transferred to The Animal Sterilization Fund (ASF) to support targeted low-income spay/neuter surgeries.

FISCAL IMPACT

There is no fiscal impact to the General Fund because all spay neuter costs are paid through the Animal Sterilization Fund.

Approved:



Brenda F. Barnette, General Manager

Attachment: Contract Amendment No. 3 – C-126900

BOARD ACTION:

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

**AMENDMENT NO. 3 TO
CONTRACT NUMBER C-126900
BETWEEN THE CITY OF LOS ANGELES
AND
LUCY PET FOUNDATION
FOR THE OPERATION OF A MOBILE SPAY AND NEUTER CLINIC**

THIS THIRD AMENDMENT to Agreement Number C-1256900 is made and entered into by and between the City of Los Angeles ("City"), a municipal corporation, acting through the Department of Animal Services ("Department"); and Lucy Pet Foundation Inc., ("Contractor"), and authorized to do business in the State of California with regard to the following:

WHEREAS, Contract Number C-126900, which was approved by the City Council on December 16, 2015, and became effective on December 21, 2015 as a two-year contract, renewable at the City's sole discretion for up to three additional years (C.F. 15-1412); and

WHEREAS, Contractor provides spay/neuter surgeries for dogs and cats owned by low-income residents of Los Angeles; and

WHEREAS, the 1st Amendment was entered into on December 11, 2017, extending the Contract for one year from December 20, 2017 to December 20, 2018; and

WHEREAS, the 2nd Amendment, extended the term of the Agreement to December 16, 2019, added a new revised rate schedule, included rabbits in the scope of services, clarified program is for City of Los Angeles residents, updated the billing address, provided owners the ability to submit an affidavit in lieu of other proof of low income status, and authorized Contractor's participation in the City's Pre-Release Voucher Program; and

WHEREAS, the self-certification program and affidavit were approved by City Council on April 20, 2016 (CF #16-0114 S-1) and the revised rate schedule was previously approved by City Council on November 9, 2016 (CF 16-0114), and the contract extension was approved by the Board of Animal Services Commissioners on December 11, 2018;

WHEREAS, the existing Agreement expires on December 20, 2019 and the services are required by the City; and

WHEREAS, this 3rd Amendment, extends the term of the Agreement to December 20, 2020.

NOW THEREFORE, both parties intend the Agreement to be amended as follows:

1. Section II. Term shall be amended to extend the term of the Agreement to December 20, 2020.

The City exercises its option of renewing the agreement for one additional year. The Term of the Contract shall be extended from its present expiration date of December 20, 2019 to a new expiration date of December 20, 2020. This is the third and final of three renewable options available for this agreement.

2. Except as herein amended, all other terms and conditions shall remain in full force and effect.

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

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

By _____
Brenda F. Barnette, General Manager

Date: _____

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

By _____
Dov S. Lesel, Assistant City Attorney

Date: _____

**ATTEST:
HOLLY WOLCOTT, City Clerk**

By _____
Deputy City Clerk

Date: _____

CONTRACTOR – The Lucy Pet Foundation, Inc.

By _____
Joey Herrick, President

Date: _____

(second signature required of corporations)

By _____
Dr. Karen Halligan, Chief Veterinary Officer

Date: _____

Los Angeles City Business Tax License Number: **0002716474-0001-2**

Taxpayer Identification Number: **26-4448238**

City Agreement Number: **C-126900**

Council File Number: **15-1412**

**BOARD OF
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ASSISTANT GENERAL MANAGER
Administration

MELISSA WEBBER
ASSISTANT GENERAL MANAGER
Lifesaving

DR. JEREMY PRUPAS
CHIEF VETERINARIAN

Report to the Board of Animal Services Commissioners

MEETING DATE: September 24, 2019

PREPARED BY: Catherine Chico

REPORT DATE: September 12, 2019

TITLE: Senior Management Analyst II

SUBJECT: AUTHORIZE CONTRACT NO. C-128954 – AMENDMENT NO. 1 – BETWEEN THE CITY OF LOS ANGELES AND BEST FRIENDS ANIMAL SOCIETY (BEST FRIENDS) TO PROVIDE FACILITY OPERATION SERVICES FOR THE NORTHEAST VALLEY ANIMAL SHELTER

BOARD ACTION RECOMMENDED

1. **APPROVE** extension of the contract term to December 31, 2020.

SUMMARY

Los Angeles Animal Services (LAAS) entered into Contract C-128954 on January 1, 2017 for facility operation services at the Northeast Valley Animal Shelter. This request seeks to authorize the first of three one-year extensions authorized in Contract C-128954.

Since 2012, Best Friends has provided adoptions, animal welfare services, pet education, and spay/neuter surgeries at the Northeast Valley Animal Shelter. The facility operation services provided by Best Friends Animal Society (Best Friends) allow for increased adoption services, by assisting the City of Los Angeles in working towards its goal to re-home all animals entering our Animal Services Centers.

LAAS continues to lack sufficient staffing and resources required to operate this facility in any capacity. Authorization of this contract will allow for the continuation of adoptions, animal welfare services, pet education and spay/neuter surgeries for residents residing in the Northeast Valley Animal Shelter's service area.

Changes to the contract are as follows:

- Contract extension to December 31, 2020

BACKGROUND

The Department released a Request for Proposals ("RFP") on August 25, 2016, for a contractor to operate the Northeast Valley Animal Shelter. Best Friends' proposal met the requirements and was awarded the agreement for a term of three years with three one-year renewal options for a total period of up to six years. Best Friends began operations on January 1, 2017 under Contract C-128954.

FISCAL IMPACT

Approval of the contract award will have no added impact on the General Fund as General Services Department is budgeted \$200,000 annually to provide basic facility maintenance and utilities for the Northeast Valley Animal Shelter.

As authorized in Contract C-128954, reimbursement for spay/neuter surgeries associated with the City's coupon/certificate programs are funded through the Animal Sterilization Trust Fund.

Approval of the recommendation ensures continued cost savings to the City of Los Angeles based on the services provided by Best Friends which are estimated at approximately \$3.8 million per year

Approved:


Brenda F. Barnette, General Manager

Attachment: Amendment No. 1 – C-128954

BOARD ACTION:

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

**AMENDMENT NO. 1 TO
CONTRACT NUMBER C-128954
BETWEEN THE CITY OF LOS ANGELES
AND
BEST FRIENDS ANIMAL SOCIETY
FOR THE OPERATION OF THE NORTHEAST VALLEY ANIMAL SHELTER**

THIS FIRST AMENDMENT to Agreement Number C-128954 (Agreement) is made and entered into as of January 1, 2020, by and between the City of Los Angeles ("City"), a municipal corporation, acting through the Department of Animal Services ("Department") and the Department of General Services ("GSD"); and Best Friends Animal Society ("Contractor") to approve a one (1) year extension to the Agreement. This is the first of three available renewals.

WHEREAS, under Contract Number C-128954, Contractor provides on-site pet adoptions, pet education, spay/neuter surgeries, vaccinations and veterinary care for pets adopted as well as pets owned by qualifying residents in the Los Angeles area, and other Animal Welfare Services not otherwise prohibited by this Agreement; and

WHEREAS, the term of the agreement expired on December 31, 2019 and the contractual services are required by the City; and;

NOW THEREFORE, both parties intend the Agreement to be amended as follows:

AMENDMENT

1. Section II. Term shall be amended to extend the term of the Agreement to December 31, 2020.

The City exercises its option of renewing the Agreement for one additional year from its present expiration date of December 31, 2019 to a new expiration date of December 31, 2020.

2. Except as herein amended, all other terms and conditions shall remain in full force and effect.

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

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

By _____
Brenda F. Barnette, General Manager

Date: _____

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

By _____
Tony M. Royster, General Manager

Date: _____

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

By _____
Dov S. Lesel, Assistant City Attorney

Date: _____

**ATTEST:
HOLLY WOLCOTT, City Clerk**

By _____
Deputy City Clerk

Date: _____

**CONTRACTOR – Best Friends Animal
Society**

By _____
Julie Castle, Chief Executive Officer

Date: _____

(second signature required of corporations)

By _____

Date: _____

Los Angeles City Business Tax License Number: **0002591559-0001-0**

Taxpayer Identification Number: **23-7147797**

City Agreement Number: **C-128954**

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City of Los Angeles

CALIFORNIA



ERIC GARCETTI
MAYOR

**DEPARTMENT OF
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ASSISTANT GENERAL MANAGER
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MELISSA WEBBER
ASSISTANT GENERAL MANAGER
Lifesaving

DR. JEREMY PRUPAS
CHIEF VETERINARIAN

Report to the Board of Animal Services Commissioners

MEETING DATE: September 24, 2019

PREPARED BY: Annette Ramirez

REPORT DATE: September 16, 2019

TITLE: Director of Field Operations

SUBJECT: Adoption fee for hamsters, Guinea pigs, gerbils and parakeets.

BOARD ACTION RECOMMENDED:

- **APPROVE** keeping the current adoption fee schedule for non-exotic birds and small mammals.

BACKGROUND:

The Department of Animal Services has more than dogs, cats and rabbits available for adoption. Our shelters also have available for adoption: birds, reptiles, and small mammals such as mice, rats, hamsters, Guinea pigs and gerbils. Section 53.12 of the Los Angeles Municipal Code sets the adoption fee for "each small pet, reptile, poultry or bird adopted or redeemed" at \$17.00. An analysis was done to compare our adoption fees with the adoption fee of major pet retail shops such as Petco and PetSmart and found that our adoption fees are comparable and competitive with their adoption fees except for the area of mice and rats. It has been brought to the Departments attention that retail locations often sell mice and rats as feeder pets for other animals.

Animal Type	Animal Services	Retail Store
Bird (non-exotic)	\$17.00	\$22.00 - \$25.00
Hamster	\$17.00	\$13.00 - \$23.00
Guinea Pig	\$17.00	\$32.00 - \$100.00
Mice	\$17.00	\$4.50 - \$7.00
Rats	\$17.00	\$11.00 - \$12.00

SUMMARY:

The current fee schedule for small mammals, reptiles and non-exotic birds is competitive while not being too low and should not be changed at this time.

"Creating a Humane LA"

AN EQUAL OPPORTUNITY EMPLOYER

Visit our website at www.LAAnimalServices.com

FISCAL IMPACT:

There is no fiscal impact on the General Fund.

Approved:

Brenda F. Barnette

Brenda Barnette, General Manager

Attachments

BOARD ACTION:

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