



BOARD OF ANIMAL SERVICES COMMISSIONERS
CITY OF LOS ANGELES

REGULAR MEETING AGENDA
Tuesday, April 13, 2021
9:30 A.M.

Dial (669) 900-6833 to Join the Meeting and use Webinar ID No. 978 3908 8992 and then Press #. Press # again when prompted for participant ID.

LARRY GROSS
President

OLIVIA E. GARCÍA
Vice-President

JILL COHEN
ALISA FINSTEN
JOSE SANDOVAL

In conformity with the Governor's Executive Order N-29-20 (March 17, 2020) and due to concerns over COVID-19, the Board of Animal Services Commission meeting will be conducted entirely telephonically and using Zoom software.

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

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

Members of the public who wish to offer public comment to the Board of Animal Services Commission should call (669) 900-6833 and use Webinar ID No. 978 3908 8992 and then press #. Press # again when prompted for participant ID. Instructions on how to sign up for public comment will be given to listeners at the start of the meeting.

I. ADMINISTRATIVE APPEALS

1. Dangerous Animal Case: DA 201081 NC

Appellant: Jessica Porras

North Central Animal Services Center: Lt. Peregrina

Complaining Witness: Silvia Gutierrez

2. Dangerous Animal Case: DA 202111 WV

Appellant: Hilaria Thomas

West Valley Animal Services Center: Lt. Owen

Complaining Witness: Damien O'Hare

II. 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)

Note: The Brown Act prohibits the Board and staff from discussing a 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 March 23, 2021

4. ORAL REPORT OF THE GENERAL MANAGER

5. COMMISSIONERS' ORAL REPORTS AND FUTURE AGENDA ITEMS

6. BOARD REPORTS

A. Fear-Free Shelter Training (Information Item; Public comment limited to one minute per speaker)

- B. Authorization to Use \$53,888 in Animal Welfare Trust Funds to Replace Critical Facility Access Control Systems. (Action Item; Public comment limited to one minute per speaker)
- C. Authorize Contract No. C-131503 – Amendment No. 1 – Between the City of Los Angeles and Heaven on Earth Society to Provide Spay/Neuter and Related Veterinary Services at the West Valley Animal Services Center. (Action Item; Public comment limited to one minute per speaker)
- D. Authorize Contract No. C-129781 - Amendment No. 2 – Between the City of Los Angeles and Western University of Health Sciences College of Veterinary Medicine to Provide Spay/Neuter and Related Veterinary Services at the East Valley Animal Services Center. (Action Item; Public comment limited to one minute per speaker)
- E. Acceptance of a \$49,980 Donation from the State of California Department of Food and Agriculture into the Animal Sterilization Fund for charitable purposes of the City of Los Angeles Department of Animal Services. (Action Item; Public comment limited to one minute per speaker)
- F. Acceptance of a \$100,000 Grant from Petco Love, a non-profit changing lives, into the Animal Welfare Trust Fund to support the mission and charitable purposes of the City of Los Angeles Department of Animal Services. (Action Item; Public comment limited to one minute per speaker)
- G. Recommendation to Support Senate Bill No. 344 (Hertzberg) – Pet Assistance and Support Program for People Experiencing Homelessness. (Action Item; Public comment limited to one minute per speaker)

7. ADJOURNMENT

Next Regular Meeting is scheduled for 9:30 a.m., April 27, 2021

AGENDAS - The Board of Animal Services Commissioners (Board) meets regularly every second (2nd) and fourth (4th) Tuesday of each month at 9:30 A.M. For the duration of the COVID-19 emergency, the Board will meet telephonically and using Zoom software in conformity with the Governor's Executive Order N-29-20 (March 17, 2020). 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 <https://www.laanimalservices.com/about-us-2/commission/#three>

Three (3) members of the Board constitute a quorum for the transaction of business. Some items on the Agenda may

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

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. Each speaker will be granted a maximum of two minutes and the presiding officer reserves the ability to extend or limit the time depending on the circumstances of the meeting.

Notice to Paid Representatives. If you are compensated to monitor, attend, or speak at this meeting, City law may require you to register as a lobbyist and report your activity. See Los Angeles Municipal Code §§ 48.01 *et seq.* More information is available at ethics.lacity.org/lobbying. For assistance, please contact the Ethics Commission at (213) 978-1960 or ethics.commission@lacity.org.

Time Limit for Speakers. Speakers addressing the Board will be limited to one (1) minute of speaking time for each agenda item except during the general public comment period, which is limited to two (2) minutes per speaker (For certain agenda items, speakers will have two (2) minutes each).

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

JILL COHEN

ALISA FINSTEN

JOSE SANDOVAL

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

TAMMY WATSON
ASSISTANT GENERAL MANAGER
Administration

ANNETTE G. RAMIREZ
INTERIM ASSISTANT GENERAL MANAGER
Lifesaving

DR. JEREMY PRUPAS
CHIEF VETERINARIAN

NOTIFICATION OF ADMINISTRATIVE APPEAL HEARING

To Be Held: Tuesday, April 13, 2021, at 9:30 A.M.

This hearing will be held telephonically. To appear, please follow the instructions below.

Pursuant to Los Angeles Municipal Code Section 53.18(q)(4) this serves as formal notice to the following parties and witnesses of an appeal hearing before the Board of Animal Services Commissioners in the case listed below:

- 1. Dangerous Animal Case: DA 201081 NC**
Appellant: Jessica Porras
North Central Animal Services Center: Lt. Peregrina
Complaining Witness: Silvia Gutierrez
- 2. Dangerous Animal Case: DA 202111 WV**
Appellant: Hilaria Thomas
West Valley Animal Services Center: Lt. Owen
Complaining Witness: Damien O'Hare

Due to concerns over COVID-19, this appeal hearing will be held telephonically. To appear at the hearing, DIAL (669) 900-6833, ENTER Webinar ID No. 978 3908 8992, and then press #. Press # again when prompted for participant ID.

If you have any questions or need further assistance with your telephonic appearance, please contact the Department at (213) 482-9558.

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 hearing.

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 to the hearing 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. This hearing will not be rescheduled, except for good cause.

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

"Creating a Humane LA"

AN EQUAL OPPORTUNITY EMPLOYER

Visit our website at www.LAAnimalServices.com



**BOARD OF ANIMAL SERVICES COMMISSIONERS
CITY OF LOS ANGELES**



MINUTES
TUESDAY, March 23, 2021 at 9:30 AM

VIRTUAL ZOOM MEETING

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

Larry Gross, President
Olivia E. García, Vice President
Jill Cohen
Alisa Finsten
Jose Sandoval

Meeting called to order at 9:33 a.m. Commissioners present were Gross, García, Cohen, Finsten, and Sandoval. Also present from Los Angeles Animal Services (LAAS) was General Manager (GM) Brenda Barnette, Assistant General Manager (AGM) Tammy Watson, Interim Assistant General Manager (AGM) Annette Ramirez, Board Secretary Francine Acuña, and Deputy City Attorney Steve Houchin.

Commissioner Gross opened the meeting, introduced staff, provided an overview of the meeting agenda, and provided instructions to the public on how to make public comments for this virtual meeting.

I. REGULAR COMMISSION MEETING

1. PUBLIC COMMENT

Public Comment was made by:

- **Gail Raff** - asked for a report on how much has been spent to help animals in need of veterinary care.
- **Michelle Cornelius** - asked why the windows are still covered at West Valley and spoke about a broken dryer at East Valley.
- **Jim Jensvold** - invited those who are interested to join Democrats for the Protection of Animals, a coalition of animal advocates and also, informed the Board about Senate Bill 585 that was introduced by Senator Stern to ban declawing of cats.
- **Glenn Bailey** - thanked the Department for sending out the news release regarding the reopening of the shelters and invited everyone to attend the Sepulveda Basin Wildlife Areas Steering Committee meeting that is scheduled for tonight.
- **Cathy Serksnas** - asked for an update on the STAR program, and suggested a maintenance agreement for the washer/dryers at the shelters.
- **Sharon Brewer** - asked for a status on Foxy and the Hounds and asked if they will be reinstated.

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 March 9, 2021.

Commissioner Sandoval moved to approve the minutes for the meeting of March 9, 2021.

Commissioner García seconded and the motion was approved by a vote of 5-0.

Ayes: Gross, García, Cohen, Finsten, and Sandoval.

Noes: None.

Absent: None.

Public Comment:
None

4. ORAL REPORT OF THE GENERAL MANAGER

GM Brenda Barnette discussed the following:

- Pet Food Pantry was held on March 14 and March 21. On March 14, there were 213 pets served at Chesterfield Square and 202 pets served at East Valley for a total of 415 pets served. On March 21, there were 223 pets served at Chesterfield Square and 139 pets served at East Valley for a total of 362 pets served.
- The Department reached a 90.49% live save rate for 2020, but we will not be declaring a no-kill city until we maintain that for at least another year. As of February, we are at 90.11%.
- Provided an overview of the fundraising aspect from The Glue.
- Stated that the City of Los Angeles has a no-declawing ordinance and is hoping the State will make declawing illegal statewide.
- STAR Program and Pet Retention Program are in review with the City Attorney's office.
- An updated list of the New Hope Partners has been posted to the Department's website.
- All shelters are now open and staff is back on 8-hour shifts.

- Department staff and volunteers are taking a Fear-Free training course.
- There have been reports of an increase in the number of wildlife suspected of having distemper. A press release was sent out encouraging pet owners to have their pets vaccinated.
- Cat Chat, Doggy Dialogue, and Rabbit Roundtable discussions are still being held through Zoom.
- Wildlife Zoom Webinars are held on a monthly basis.
- **Commissioner Sandoval** asked if the Department has a plan to assist those who do not have access to internet services to be able to pay their license fees, etc.
- **Commissioner Cohen** asked if there is some type of reimbursement program for the volunteers when they have to spend their own money. **Catherine Chico** stated the petty cash is only for city employees.

Public Comment was made by:

- **Cathy Serksnas** - asked what the process is on accessing STAR funds.
- **Gail Raff** - stated that people who TNR have contributed to the low intake numbers.
- **Michelle Kelly** - suggested adding additional washers and dryers in the shelters.

5. COMMISSIONERS' ORAL REPORTS AND FUTURE AGENDA ITEMS

Commissioner Gross:

- Potential support for SB 585 that was introduced by Senator Stern.
- Potential support for SB 344 that was introduced by Senator Hertzberg.

Commissioner Cohen:

- None.

Commissioner Finsten:

- None.

Commissioner García:

- Report back on the proposed retention program at Chesterfield Square.

Commissioner Sandoval:

- None.

Public Comment:
None

6. BOARD REPORTS

- A. Presentation of Retirement Certificate for Administrative Clerk Michael Lee (Information Item)

- *This item is tabled to the next Commission meeting on April 13, 2021*

Public Comment:
None

- B. Request Authority to Utilize Funding from the Animal Welfare Trust Fund for Medical and Food Supplies on a Permanent, As-needed Basis (Action Item)

Catherine Chico requested authority to utilize funding from the Animal Welfare Trust Fund for Medical and Food Supplies on a Permanent, As-needed Basis.

Commissioner Gross moved to authorize the funding from the Animal Welfare Trust Fund for Medical and Food Supplies on an as-needed basis and instruct the General Manager to report any expenditures over \$5,000.

Commissioner Sandoval seconded and the motion was approved by a vote of 5-0.

Ayes: Gross, García, Cohen, Finsten, and Sandoval.

Noes: None.

Absent: None.

Public Comment was made by:

- **Cathy Serksnas** - opposes this item and stated this should be included in the budget process.
- **Michelle Cornelius** - opposes this item and asked if the Commission could table this or ensure that it does not extend past this current fiscal year.
- **Sharon Brewer** - opposes this item and suggested it be revisited after the end of the fiscal year.
- **Gail Raff** - opposes this item and asked for more disclosure on how taxpayer and donation money is spent.

- C. Authorize the Dedication and Naming of the North Central Animal Services Center Training Field (Action Item)

AGM Tammy Watson requested authorization for the Dedication and Naming of the North Central Animal Services Center Training Field.

Commissioner Cohen moved to approve the Dedication and Naming of the North Central Animal Services Center Training Field.

Commissioner Sandoval seconded and the motion was approved by a vote of 5-0.

Ayes: Gross, García, Cohen, Finsten, and Sandoval.

Noes: None.

Absent: None.

Public Comment:
None

D. Volunteer Reconstitution Plan for all Six Animal Services Centers (Information Item)

Volunteer Coordinator Carolyn Almos provided an update on the volunteer program. Remote activities include the monthly virtual advice panels; Doggy dialogues, Rabbit Roundtables, Cat Chats, and other remote activities. Volunteers are also serving as mentors for our kids in foster families and they are generating humane education materials, social media posts, and networking for the animals.

On-site volunteers are assisting with the Pet Food Pantries, Community Assistance Tables, and photography/videography of the animals.

Public Comment was made by:

- **Michelle Cornelius** - asked if volunteers who have been vaccinated are allowed to return to the shelters.

ADJOURNMENT

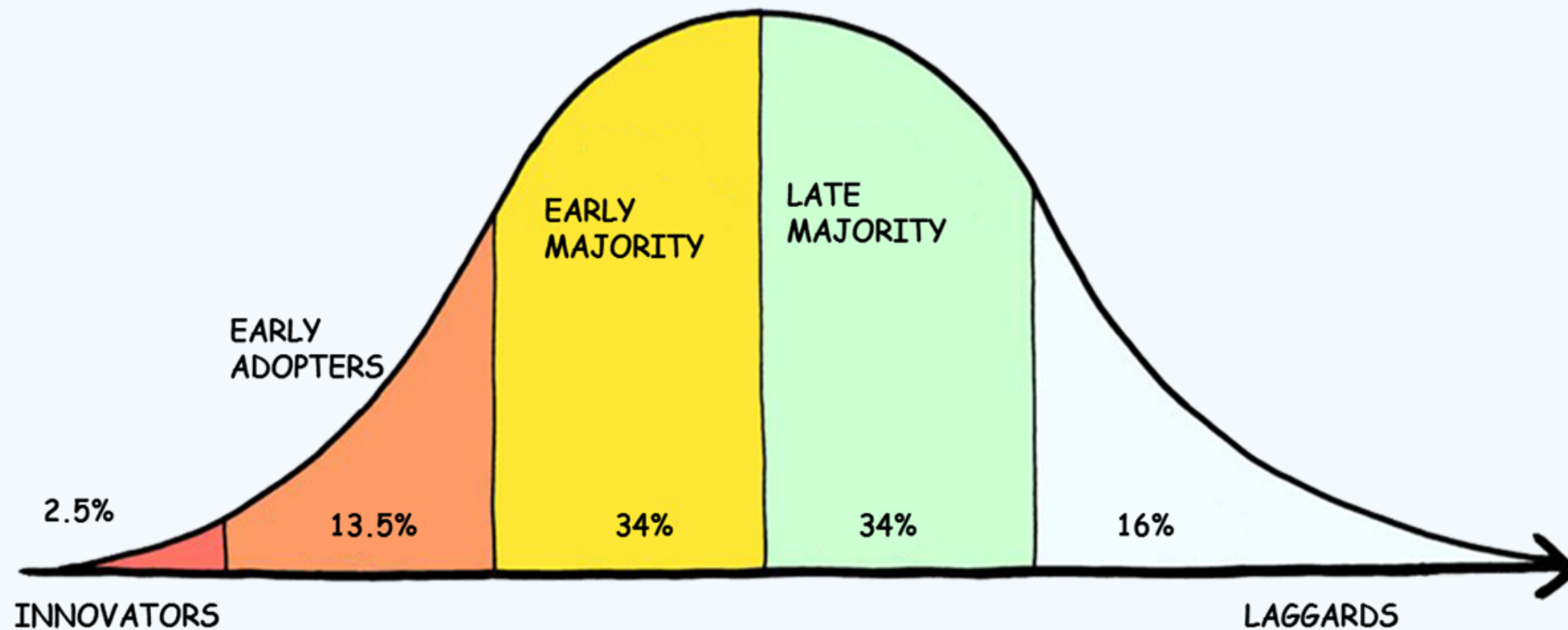
Meeting adjourned at 11:06 a.m.

A stylized, colorful illustration of a landscape. The foreground features rolling green hills with dark brown soil patches. On the left, there is a green tree, a purple flower, and an orange flower. A small red bird is flying in the sky above the tree. The background consists of light blue and white wavy lines representing a sky or water.

Fear Free Sheltering

*Helping pets be able to better cope with
being in a stressful environment*

Change can be slow/difficult to implement



What is new to us is not necessarily new

- LAAS is not inventing the wheel.
- All the changes we've made/will be making have been successfully introduced over the years at different shelters throughout the country.
- In addition, this particular program/presentation has been "vetted" by multiple Shelter Medicine experts.
- Don't fear change...embrace it.

What is Fear Free Sheltering?

Ensuring the 5 freedoms

- **Freedom from Hunger and Thirst**
By ready access to fresh water and diet to maintain health and vigor.
- **Freedom from Discomfort**
By providing an appropriate environment including shelter and a comfortable resting area.
- **Freedom from Pain, Injury or Disease**
By prevention or rapid diagnosis and treatment.
- **Freedom to Express Normal Behavior**
By providing sufficient space, proper facilities and company of the animal's own kind (if so desired).
- **Freedom from Fear and Distress**
By ensuring conditions and treatment which avoid mental suffering.

What is Fear Free Sheltering?

ALL Shelters are inherently stressful

- Admission to ANY shelter is stressful for any pet because of the abrupt change in their environment.
- Their day-to-day interactions may be inconsistent and unpredictable, making it difficult for them to learn what to expect and more difficult for them adapt.
- The strange sights, smells, and sounds combined with the presence of unfamiliar people and animals cause uneasiness, thus almost all animals experience at least some degree of fear and anxiety following admission.

What is Fear Free Sheltering?

Reducing FAS is a must

- For all of these reasons, even short-term confinement can cause severe fear, anxiety, and stress.
- Long-term, pets can suffer from social isolation, inadequate mental stimulation, lack of exercise, and chronic anxiety—all of which can negatively affect their physical and emotional health and lessen their chances of getting adopted.
- Tragically, some pets ultimately develop persistent or even lifelong emotional problems as a result of experiencing severe or chronic stress during a shelter stay.
- We need to prevent this.

Intake

- It all starts at intake! A pet's first experience interacting with us is extremely important.
 - Strays
 - Owner surrenders
 - In the Field
- Try not to put pets in receiving/ACO holding cages, especially cats/dogs/rabbits in the same room...This is yet another reason for continuing to implement appointment-based intakes.
- DO NOT put high FAS pets in receiving/ACO holding cages (if at all possible).
 - Remember the idea of emotional contagion...a fearful/anxious/stressed animal can cause other animals to become more fearful/anxious/stressed.

THE SPECTRUM OF FEAR, ANXIETY & STRESS

RED: SEVERE SIGNS - FIGHT/AGGRESSION (FAS 5)

- Offensive aggression: pupils constricted or dilated, cat leaning forward, ears forward, moving forward, whiskers forward, tail is an inverted L (first inch of tail is horizontal with ground then the tail drops down), rump raised higher than front (on tip toes), staring, may be growling.
- Defensive aggression: ears back, pupils dilated, hunkered down, tail tight or tucked or tail thrashing, whiskers back, hissing, lips pulled back, staring, furrowed brow, could be swatting.



RED: SEVERE SIGNS - FLIGHT/FREEZE/FRET (FAS 4)

- Flight: actively trying to escape, pupils dilated, ears back, whiskers back, tail down and bottle brushed, fleeing, turning to look at stimulus.
- Freeze/Fret: tonic immobility, dilated pupils, body flattened and tense, tail tucked, increased respiratory rate, ears back, staring, whiskers back.



YELLOW: MODERATE SIGNS (FAS 2-3)

- Ears further to the side, more pupil dilation but not completely dilated, increase in respiratory rate, brow furrowed, looking at stimulus instead of looking away, tail tight to body, possible tip of tail moving some, whiskers back, body crouched and leaning away.



GREEN: MILD/SUBTLE SIGNS (FAS 1)

- Avoids eye contact, turns head away without moving away, partially dilated pupils, head held just slightly down, slight brow furrowing, whiskers slightly back, ears partially to the side, body shifted slightly away, tail closer to body with possibly some slight flicking.



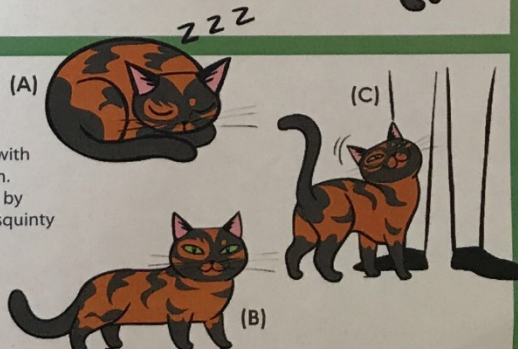
GREEN: PERKED/INTERESTED/ANXIOUS? (FAS 0-1)

- Looking directly but not intensely, tail up and winding, mouth closed with loose lips, ears perked forward, whiskers forward, slight pupil dilation.



GREEN: RELAXED (FAS 0)

- A: Sleeping.
- B: Neutral - ears in neutral position, brow soft, eyes soft, mouth closed with relaxed lips, body loose, tail carriage U-shaped, pupils normal dilation.
- C: Friendly greeting - tail up and winding, may elevate rear end slightly by standing on toes, ears neutral, forward, or slightly back, might have squinty eyes, brow relaxed, might cheek mark or rub on person or object.



Cat FAS Scoring

Score PRIOR to handling

THE SPECTRUM OF FEAR, ANXIETY & STRESS

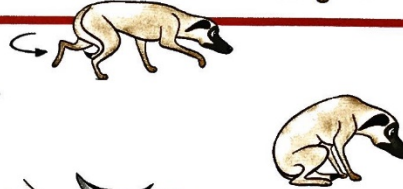
RED: SEVERE SIGNS - FIGHT/AGGRESSION (FAS 5)

- Offensive aggression: lunging forward, ears forward, tail up, hair may be up on the shoulders, rump, and tail, showing only the front teeth, lip pucker - lips pulled forward, tongue tight and thin, pupils possibly dilated or constricted.
- Defensive aggression: hair may be up on the back and rump, dilated pupils, direct eye contact, showing all teeth including molars, body crouched and retreating, tail tucked, ears back.



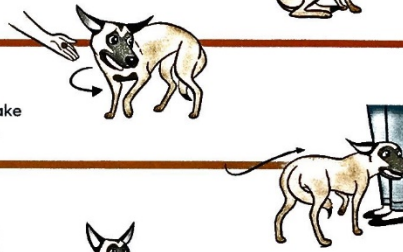
RED: SEVERE SIGNS - FLIGHT/FREEZE/FRET (FAS 4)

- Flight: ears back, tail tucked, actively trying to escape - slinking away or running, mouth closed or excessive panting - tongue tight instead of loose out of mouth, showing whites of eyes, brow furrowed, pupils dilated.
- Freeze/Fret: tonic immobility, pupils dilated, increased respiratory rate, trembling, tense closed mouth, ears back, tail tucked, body hunched.



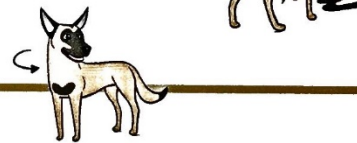
YELLOW: MODERATE SIGNS (FAS 3)

- Similar to FAS 2 but turning head away, may refuse treats for brief moments or take treats roughly, may be hesitant to interact but not completely avoiding interaction.



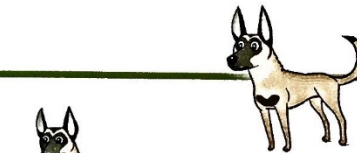
YELLOW: MODERATE SIGNS (FAS 2)

- Ears slightly back or to the side, tail down but not necessarily completely tucked, furrowed brow, slow movements or unable to settle, fidgeting, attention seeking to owner, panting with a tighter mouth, moderate pupil dilation.



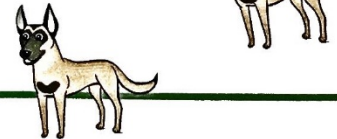
GREEN: MILD/SUBTLE SIGNS (FAS 1)

- Lip licking, avoids eye contact, turns head away without moving away, lifts paw, partially dilated pupils, slight panting but commissures of lips are relaxed.



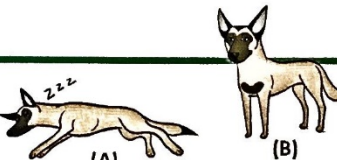
GREEN: ALERT/EXCITED/ANXIOUS? (FAS 0-1)

- Tail up higher, looking directly, mouth closed, eyes more intense, more pupil dilation, brow tense, hair may be just slightly up on the back and tail, may be expectant and excited or highly aroused.



GREEN: PERKED/INTERESTED/ANXIOUS? (FAS 0-1)

- Looking directly but not intensely, tail up slightly, mouth open slightly but loose lips, ears perked forward, slight pupil dilation.

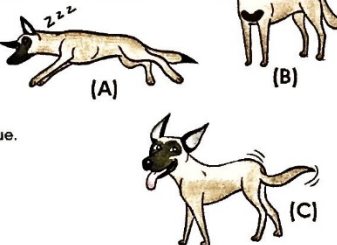


GREEN: RELAXED (FAS 0)

A: Sleeping.

B: Neutral - ears in neutral position, not perked forward, brow soft, eyes soft, mouth closed but lips relaxed, body loose, tail carriage neutral, pupils normal dilation.

C: Friendly greeting - slow back and forth tail and butt wag, ears just slightly back, relaxed brow and eyes, may have mouth slightly open with relaxed lips and loose tongue.



Dog FAS Scoring

Score PRIOR to handling

Green Zone

- *No issues – can proceed normally.*



Yellow Zone

- Use treats and other handling techniques to see if can evaluate/vaccinate without further stress.
- If you are unable to perform a complete intake evaluation- and the pet appears healthy- FVRCP/DAPP and flea control are the priority!
 - 3 second/ 3 try rule for dogs (if not sick/injured)
 - 2 second/ 2 try rule for cats (if not sick/injured)
- If unable to complete intake, place on GABA/Trazodone for 3 days and reassess daily to see if/when can finish.
- Alert Veterinarian if no improvement in 3 days
- Alert Medical immediately if FAS worsens.

Gabapentin/Trazodone

- Work as anxiolytics – help to reduce the pet's feeling of fear/anxiety/stress, allowing him/her to better cope with being in the shelter.
- Similar idea as taking a Xanax prior to boarding a plane if you have a fear of flying.
- Fast-acting and very safe.
- Don't work on every pet.
- Allow the other tools we use (treats, toys, walks, etc) a better chance of having a positive effect.

Red Zone

- *DO NOT try to do Intake procedures. (Exception- if sick/injured, Medical must see).*
- *Place directly into a cage/kennel in the Shelter's designated "high FAS" area.*
 - *ACTsup/Vets will identify these areas and ensure that ALL staff are aware of them*
 - *Medical will decide when to move out of areas based on how the pet is acting*
- *Place on GABA/Trazodone for 7 days.*
 - *Reassess daily- alert Medical immediately if FAS worsens*
 - *Alert Veterinarian if no improvement in 7 days*

Red Zone

- Immediately begin Pathway Planning to reduce length-of-stay.
 - For cats- schedule Pre-SN/vax/microchip/etc. for the day they are available
 - Email blasts
 - Place pet on Medical Alert for high level of FAS
 - If no improvement after 7 days, move to Orange Alert for high level FAS
 - Red Alert if they are deemed a safety risk (eg. Bite history)
- Increase the level of enrichment.
 - Treats/highly desired food
 - Walks/playgroups (once approved by Medical)
 - Toys
 - Cat dens/hiding boxes/towels/beds/bedding
 - Cage/kennel door curtains/covers (DON'T TAKE THEM DOWN!)

In-Shelter Care

- VERY important to monitor the pets while they are in the shelter.
- Daily FAS Evaluation Form (DFEF) **MUST** be filled out for **EVERY PET, EVERY DAY.**
 - Forms will be kept in a binder by each section of the shelter
 - ACTsup will determine who will be responsible for filling out forms
 - Assess each pet **BEFORE** you do anything (ie. before you feed or clean)

DFEF Form for Dogs

Daily Dog FAS Evaluation Form

Date: | | | | | | | |
ID #: | | | | | | | |

Observations (FAS score):							
Takes treats readily (0)							
Ears/Tail neutral/ Lips relaxed (0)							
Resting/Sleeping (0)							
Tail higher/mouth closed (1)							
Lip licking (1)							
Avoids eye contact (1)							
Ears slightly back or to the side (2)							
Tail down but not tucked (2)							
Fidgeting (2)							
Panting with a tighter mouth (2)							
Turning head away (3)							
Hesitant to interact but not completely (3)							
Takes treats but not readily (3)							
Ears back/ Tail tucked (4)							
Pupils dilated/ Whale-eyed (4)							
Actively trying to escape (4)							
Ears forward/ Tail up/Snarling/ Lunging (5)							
Ears back/ Tail tucked/ Crouching (5)							
Showing all teeth (5)							
OVERALL FAS SCORE:							

DFEF Form for Cats

Daily Cat FAS
Evaluation Form

Date: | | | | | | | | |
ID #: | | | | | | | | |

Observations (FAS score):								
Eating (0)								
Playing/ Grooming (0)								
Resting/Sleeping (0)								
Relaxed body language (0)								
Avoiding eye contact (1)								
Ears partially to the side (1)								
Tail closer to body (1)								
Ears further to side (2)								
Staring with mod. pupil dilation (2)								
Tail tight to body, crouched (3)								
Whiskers back (3)								
Actively trying to escape (4)								
Ears/whiskers back (4)								
Frozen in place (4)								
Dilated pupils (4)								
Body flattened/tail tucked (4)								
Tail inverted "L" (5)								
Staring/growling/ swatting (5)								
Hissing/ Lips pulled back (5)								
OVERALL FAS SCORE:								

In-Shelter Care

- As much as possible, have the same employee clean the same pets each day at the same time of day.
 - Consistency/Predictability is VERY important for reducing FAS
- Keep portals open as much as possible.
- Spot clean cat cages as much as possible.
- Give choice of foods – dry and canned.
- If possible, have dog taken for walk/playgroup while you hose down the kennel. If that is not possible, make sure the dog is kept inside the cubbie. **NEVER HOSE DOWN THE KENNEL WITH THE DOG FREE IN THE RUN!**

In-Shelter Care

- Please keep pets in their same cages/kennels!!!
 - Moving a pet to a different cage/kennel may cause an increase in FAS
 - Many studies show that cats that are moved have a higher rate of illness
- DO NOT MOVE PETS UNLESS DIRECTED TO DO SO BY ACTsup/MEDICAL STAFF.
 - Note that some pets may benefit from being moved to a different area of the shelter. Just need to do it in a rational, organized manner

In-Shelter Care

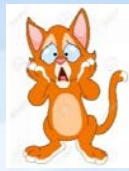
- We are ALL responsible for taking steps to decrease FAS.
- EVERY staff member and volunteer should feel empowered to take FAS-reducing actions.
 - Treats every time you interact with any pet
 - Walks/playgroups
 - Toys
 - Cat dens/hiding boxes/towels/beds/bedding
 - Cage/kennel door curtains/covers (DON'T TAKE THEM DOWN!)
 - 3 second/ 3 try rule for dogs, 2 second/ 2 try rule for cats
- Notify the Medical staff if you see any pet's FAS is increasing over time.

Medical

- Medical staff will enter FAS score in Chameleon Medical Window for each medical evaluation/examination
- Any pet whose FAS is increasing while in the shelter will be evaluated. If medically indicated, Veterinarian will prescribe medication.
- If a pet is placed on medication, Medical will enter MINOR MEDICAL in the WEB DESC field in the Kennel window.
- If WEB DESC and/or MEDICAL/ORANGE ALERT fields are filled in, Staff MUST consult with Medical PRIOR to making an appointment.

Leaving the Shelter

- We should always inform adopters of everything we observe while ANY pet is in the shelter.
- In cases where we are treating for increased FAS, we should also make sure that we inform the adopter (via handout) that the particular pet has been experiencing an increased level of Fear/Anxiety/Stress and that we have been providing medication to help the pet better cope with the situation.
 - The pet may, or may not, experience the same emotions once he/she is out of the shelter environment.
- NO Behavior Assessment evaluation can accurately predict whether or not a pet will bite once adopted.
 - At best, these assessments are as good as a coin flip.



Feeling Stressful in the Shelter



For many pets, entering a shelter can be a very stressful experience. Strange sights, smells, and sounds, combined with the presence of unfamiliar people and other animals, results in almost all pets experiencing at least some degree of fear and anxiety.

During your pet's stay with us, we noticed that he/she did experience an increased level of fear, anxiety, and/or stress. To help him/her better manage these emotions while in the shelter, we prescribed your pet Trazodone (dogs) or Gabapentin (cats).

The anti-anxiety effects of these medications are mild and short-acting. They help to reduce your pet's feeling of fear, anxiety, and stress, allowing him/her to more easily acclimate to being in the shelter. This is very similar to the idea of a person taking a Xanax prior to boarding a plane if they have a fear of flying. The medication merely helps them better cope with being in a stress-inducing environment. Additionally, these medications also allow the other enrichment tools we use in the shelter, (treats, toys, walks, etc), a better chance of working to reduce a pet's stress level.

While most pets see their stress levels fall once they are in their new home, all pets respond differently, and your pet may, or may not, experience the same emotions once he/she is out of the shelter environment.



For more information on ensuring a smooth transition to your pet's new home, please visit Fearfreehappyhomes.com.



Fearfreehappyhomes.com

- Free for anyone to join.
- Access Videos to learn about everything from alleviating fears and anxieties, to understanding their body language.
- Check out Tips & Tricks to play kitten and puppy socialization bingo, learn how not to give your pet a pill, get insider tips on making vet visits fun and Fear Free, and more.
- Visit the Articles section to read up on the latest news and trends in everything pets.
- Find a Fear Free Certified Professional or Practice with Find a Fear Free Pro.



FAQs

By using medications, aren't we just masking the pet's aggression and giving the public a false sense of security?

FAQs

- This is a common misconception and one that we ALL have to work hard at dispelling.
 - “The most common underlying motivations for aggression are fear and anxiety because aggression is a distance-increasing behavior. Pets in the shelter are already lower in tolerance because their overall stress level is so high.” Dr. Sung, ACVB
- There is no drug out there that can turn a “Cujo” into a docile, friendly pet...If there was, everyone would be using it all the time.
- The doses of Gabapentin/Trazodone we are using are not very sedating, and are unlikely to reduce aggressive behavior. These drugs work by reducing an pet’s anxiety, allowing him/her to better cope with being in the shelter. They also give the other tools we use (treats, toys, walks, etc) a better chance of working.

FAQs

- The goal of our intervention is to reduce fear/anxiety/stress.
- We are not treating aggression- we are treating FAS!
- The ultimate question is, for a pet experiencing fear/anxiety/stress, what is the alternative to not giving the medication?
 - The harmful and potentially long-lasting effects of distress and anxiety- both physiological and behavioral- must not go unaddressed.



FAQs

Will the medications cause side effects or other drug interactions?

FAQs

- These drugs are considered extremely safe, quick-acting, and only stay in the system for a short period of time. Doses can be skipped, stopped, and/or restarted at any time.
- Sedation, hypersalivation, and GI signs (all rare) are the most common.
- There are a few drugs that interact with Trazodone...most are not drugs that would be normally used in an animal shelter.
- As with all drugs, the relative risk of the drug must be assessed to the relative benefit. In the Shelter setting, the benefit of using these drugs is almost always greater than the risk.



FAQs

Will I still be able to use a muzzle, a cat nabber, or an ACD pole?

FAQs

- Your safety is paramount.
- *NOTHING* in this presentation should be construed as a work order to put your personal safety at risk.
- ACTsups will continue to have the authority to make any pet “Rescue Only”.
- However, the whole idea is that the Fear Free approach is designed to INCREASE safety.
 - Remember, the primary motivation for most aggression is FEAR

FAQs

- Muzzles/Restraint/Cat nabbers/ACD poles MAY have to be utilized, depending on the circumstances.
 - ie- ACO out in the Field alone
 - ie- moving a truly aggressive animal within the shelter
- Always read the pet, and the circumstances and ask yourself, “do I REALLY need to interact with him/her at this particular moment?”
 - If the answer is “Yes”, then you need to do so in the most safe manner possible
 - If the answer is “No”, then leave the animal alone and inform Medical and your Supervisor
- Don't forget → drugs are our friends! Sedation/anesthesia is almost always an option!!!



FAQs

What if the pet won't take treats?

FAQs

- First, try different treats...every pet has his/her own likes/dislikes.
 - Try different flavours, textures, sizes
 - Hot dogs
 - Redi-whip
 - Squeeze cheese
- If still not taking them, this may be an indication of high FAS (or a medical issue).
- Please let the Medical staff know so they can follow up.



FAQs

Won't giving all these treats cause diarrhea, or weight gain?

FAQs

- Weight gain in the shelter generally is not an issue with most pets, no matter what they eat.
 - The stress of being in the shelter makes weight gain difficult, even when we want the pet to gain weight
- Diarrhea is always a possibility, however, the benefits of giving treats and allowing the pets to more easily, and more quickly, acclimate to being in the shelter far outweigh the risk of some diarrhea.
 - Diarrhea often is a result of a pet being stressed



FAQs

What will happen if a pet's FAS score stays high?

FAQs

- Consistently high-scoring FAS pets that do not respond to our efforts are telling us that they cannot cope with being in the shelter setting.
- We must choose pathways for these animals that fast-track their stay with us, such as finding alternative housing options:
 - Foster
 - Rescue
 - Community Cat Program/ Working cat program
- Euthanasia MAY be the only option for pets that are a safety risk, or are at a consistently high FAS AND we are unable to find a suitable placement.
- It is not ethically or morally responsible for us to keep these pets at a high level of fear/anxiety/stress for months on end.



FAQs

Why are we doing this now, when we've never worried about this before?

FAQs

- Two main reasons:
 - 1) Animal Sheltering/Shelter Medicine is constantly evolving/gaining knowledge.
 - "Do the best you can until you know better. Then when you know better, do better." *Maya Angelou*
 - 2) The Community's assistance in keeping our shelter population within our capacity of care.
 - Our prior levels were unsustainable in terms of our ability to do anything other than keep our heads above water.
 - No time to do anything other than intake/outcomes, feed and clean.
- We **MUST** continue to do everything we can to keep our numbers at a manageable level.

Other Questions?
Comments?
Concerns?



**BOARD OF
ANIMAL SERVICES
COMMISSIONERS**

LARRY GROSS
PRESIDENT

OLIVIA E. GARCIA
VICE PRESIDENT

COMMISSIONERS

JILL COHEN

ALISA FINSTEN

JOSE SANDOVAL

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

TAMMY WATSON
ASSISTANT GENERAL MANAGER
Administration

ANNETTE G. RAMIREZ
INTERIM ASSISTANT GENERAL MANAGER
Lifesaving

DR. JEREMY PRUPAS
CHIEF VETERINARIAN

Report to the Board of Animal Services Commissioners

MEETING DATE: April 13, 2021

PREPARED BY: Dara Ball

REPORT DATE: April 8, 2021

TITLE: Senior Systems Analyst II

**SUBJECT: AUTHORIZATION TO USE \$53,888 IN ANIMAL WELFARE TRUST FUNDS TO
REPLACE CRITICAL FACILITY ACCESS CONTROL SYSTEMS**

BOARD ACTION RECOMMENDED:

AUTHORIZE the use of Animal Welfare Trust Funds (AWTF) in the amount of \$53,888 to purchase security equipment, licenses, and software necessary to replace the existing shelter physical access control systems. The quotation total for this project is \$53,887.51.

BACKGROUND:

The Department's access control systems for the shelters and administrative offices (physical security), including the card readers, the controllers, the badging system and the supporting software, were installed between 2007 and 2010. The software and hardware are long past their life expectancy, and the manufacturer of the system is no longer in business. The Department has been working with RD Systems (the City's facility security contractor) for several years to upgrade the existing system's salvageable components and replace what cannot be upgraded. We have now reached the end of RD Systems' ability to maintain the current system and it needs to be replaced. All other City departments have replaced the old FCWnx system with the new standard Lenel system.

This system enables controlled access to both external and internal areas of our shelters and administrative offices and it is crucial for the safety of our staff, the animals in our care and the public visiting our facilities.

SUMMARY:

Further delays in this critical upgrade will lead to the inability to secure our facilities as the existing components fail because replacement parts are no longer available and/or the software fails because it only runs on a version of Windows no longer supported by Microsoft. Additionally, adequately securing our facilities through the upgraded controlled access is one line of defense keeping our employees safe as we address the recent surge of break-ins at our facilities.

"Creating a Humane LA"

AN EQUAL OPPORTUNITY EMPLOYER

Visit our website at www.LAAnimalServices.com

FISCAL IMPACT:

There is no impact to the General Fund as all funding would be provided by the Animal Welfare Trust Fund.

Approved:



Brenda F. Barnette, General Manager

Attachment

BOARD ACTION:

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

April 7, 2021

Dara Ball
Animal Services
201 Figueroa Street – 6th Floor
Los Angeles, Ca 90015

Proposal Number: #14066r4

Project: – Upgrade of FCWnx system to Lenel OnGuard Access Control Platform. This proposal is based off our City contract #59544, Vendor #22441. This contract can be used as a vehicle to maintain the equipment provided after the warranty period.

Project location: Fig Plaza 6th Floor, West Valley, West LA, Harbor, Slauson Care Center and East Valley.

Scope of Work:

RD Systems to furnish and install the equipment and reader upgrade license included below for the conversion from FCWnx to Lenel OnGuard. The OnGuard software platform was recently installed on a virtual server. This existing OnGuard platform will need to have the licensed card reader amount upgraded to add an additional 64 card readers to handle the additional sites, and as such, is included. I have also included replacement batteries for the existing power supplies to be refreshed. The cardholder database of the existing FCWnx system will be imported into the OnGuard system as it is currently configured. It is recommended to spend some time cleaning up the cardholder database prior to importing into the OnGuard system.

It is important to note that the LNL-3300-ACUXL boards and the LNL-2240-RS4 boards that are replacing the existing ACUXL and ACU-RS boards will require a network drop and a static IP address. The new boards cannot utilize the older RS485 or RS422 wiring scheme. They are only networkable. It is worth noting that the request for the IP drops and static IP addresses should be done ASAP, because there have been occasions where this internal process has taken several months or longer and these are required to bring the new access control panels online. All existing downstream devices, such as RRE's, card readers, door contacts, Request-to-Exit motion sensors, door locking hardware and cabling will remain as currently installed and are all assumed to be in proper working condition. Shall any devices need to be repaired or replaced, additional costs will apply.

Detailed Bill of Material:

RD Systems, Inc. would like to propose the installation of the above scope of work.

<u>Qty</u>	<u>Part #</u>	<u>Description</u>	<u>Unit Price</u>	<u>Ext. Price</u>
1	64ADV-64RUP	64 access readers upgrade for all ADV systems (max of 256 readers) - Item 49	2,419.08	2,419.08

Qty	Part #	Description	Unit Price	Ext. Price
1	PES-FC2OG-CDHB	Cardholder and hardware (where applicable) conversion to -Item 49	3,640.00	3,640.00
10	LNL-3300-ACUXL	Replacement ISC for ACUXL16 Controller, only communicate-Item 49	2,214.03	22,140.30
2	LNL-2240-RS4	Replacement ISC for ACURS2, ACURS4, ACURT2 and ACURT4 Co-Item 49	2,106.65	4,213.30
32	NP7-12	12V 7AH batteries - Item 52	20.76	664.32
2	LNL-X2220	Intelligent Dual Reader Controller – 12 or 24 VDC @ 700m-Item 52	2,643.01	5,286.02
132		Standard Installation	90.00	11,880.00
Lot		Sales Tax		3,644.49
		Total Cost Includes Parts, Labor & Tax		\$53,887.51

Delivery: 4-6 Weeks upon receipt of signed proposal and all required deposits.
Prices: Prices on this proposal are good for up to 90 days from date of this proposal.
Terms: Deposit, Balance net 30 days upon completion.
Warranty: One (1) year parts & labor on equipment supplied by RD Systems.

Confidentiality Agreement:

This proposal is intended for the sole use of the City of Los Angeles and is not to be duplicated or distributed, except for the exclusive use of the City of Los Angeles employees involved with this project.

The City of Los Angeles

RD Systems, Inc.

Accepted By:

Printed Name

Printed Title

Date

PO Number:

Date

Signature

Patrick Bailey

VP of Sales

Mobile: 714-474-5939

patrickb@rd-systems.com

Qualifications:

1. All Work to be performed during normal working hours (7:00 am – 4:30pm). Overtime required for additional out of scope work, testing, or technical assistance will be billed on a differential basis.
2. This proposal does not include data base entry for access control users.
3. This proposal does not include running any cables as it is assumed all existing devices are operating properly. This will be a panel down, panel up style of installation.
4. Network drops and static IP addresses are the responsibility of the city of LA.

**BOARD OF
ANIMAL SERVICES
COMMISSIONERS**

LARRY GROSS
PRESIDENT

OLIVIA E. GARCIA
VICE PRESIDENT

COMMISSIONERS

JILL COHEN

ALISA FINSTEN

JOSE SANDOVAL

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

TAMMY WATSON
ASSISTANT GENERAL MANAGER
Administration

ANNETTE G. RAMIREZ
INTERIM ASSISTANT GENERAL MANAGER
Lifesaving

DR. JEREMY PRUPAS
CHIEF VETERINARIAN

Report to the Board of Animal Services Commissioners

MEETING DATE: April 13, 2021

PREPARED BY: Christina Gomez

REPORT DATE: March 31, 2021

TITLE: Management Analyst

SUBJECT: AUTHORIZE CONTRACT NO. C-131503 – AMENDMENT NO. 1 – BETWEEN THE CITY OF LOS ANGELES AND HEAVEN ON EARTH SOCIETY FOR ANIMALS TO PROVIDE SPAY/NEUTER AND RELATED VETERINARY SERVICES AT THE WEST VALLEY ANIMAL SERVICES CENTER

BOARD ACTION RECOMMENDED:

1. **APPROVE** Amendment No. 1 extension, approved as to form and legality by the City Attorney as attached, with the Heaven on Earth Society for Animals (Heaven on Earth) to continue contractual services for an additional one (1) year to operate the West Valley Spay/Neuter Clinic located at the West Valley Animal Services Center through June 30, 2022;
2. **DIRECT** staff to transmit the approved amendment to the Office of the Mayor and subsequently to the City Council for approval; and
3. **AUTHORIZE** the Department General Manager to execute the subject amendment upon receipt of the necessary approvals.

BACKGROUND:

The Department of Animal Services (Department) released a Request for Proposals ("RFP") on September 1, 2017, to provide spay/neuter and related veterinary services at the West Valley Animal Services Center. Heaven on Earth's proposal met the requirements, was the only proposal submitted, and was awarded the agreement by the Animal Services Board of Commissioners on February 13, 2018. The agreement was approved by the City Council on June 20, 2018, for a three-year term with two additional one-year options to extend, for a total of five years at the sole discretion

"Creating a Humane LA"

AN EQUAL OPPORTUNITY EMPLOYER

Visit our website at www.LAAnimalServices.com

Report to the Board of Animal Services Commissioners
SUBJECT: **AUTHORIZE CONTRACT NO. C-131503 – AMENDMENT NO. 1 – BETWEEN THE CITY OF LOS ANGELES AND HEAVEN ON EARTH SOCIETY FOR ANIMALS TO PROVIDE SPAY/NEUTER AND RELATED VETERINARY SERVICES AT THE WEST VALLEY ANIMAL SERVICES CENTER**

of the Department and General Services Department. Heaven on Earth began operations on July 1, 2018. The initial contract term expires on June 30, 2021

Heaven on Earth Society for Animals – Contract No. C-131503 Surgery and Cost Stats					
Fiscal Year	Cats	Dogs	Rabbits	Total # of Surgeries	Total Cost
FY 2018-19	674	568	13	1,255	\$104,780
FY 2019-20	1,275	709	31	2,015	\$167,684
FY 2020-21 (YTD)	715	173	0	888	\$64,458
Total	3,376	5,366	637	9,379	\$578,241

Although the Department employs veterinarians and veterinary technicians who have the expertise to perform spay/neuter surgeries, time constraints and workloads attributed to the treatment and care of all animals entering our Animal Services Centers prevent staff from performing these surgeries.

This request seeks to exercise the first extension option to be effective July 1, 2021, through June 30, 2022, for the continuation of spay/neuter clinic operations at the West Valley Animal Services Spay/Neuter Clinic.

SUMMARY:

The current agreement with Heaven on Earth to operate the West Valley Spay/Neuter Clinic expires on June 30, 2021. Continued operation of the spay/neuter clinic at the West Valley Animal Services Center is critical to our spay/neuter operations and the surrounding community.

Approval of this request will provide convenient onsite spay/neuter and other veterinary services at our West Valley Animal Services Center, help to facilitate the pet adoption process, and provide spay/neuter services for City residents participating in the City's low income and free Certificate Program.

Report to the Board of Animal Services Commissioners
SUBJECT: **AUTHORIZE CONTRACT NO. C-131503 – AMENDMENT NO. 1 – BETWEEN THE CITY OF LOS ANGELES AND HEAVEN ON EARTH SOCIETY FOR ANIMALS TO PROVIDE SPAY/NEUTER AND RELATED VETERINARY SERVICES AT THE WEST VALLEY ANIMAL SERVICES CENTER**

FISCAL IMPACT:

There is no fiscal impact to the General Fund as all spay/neuter costs are paid through the Animal Sterilization Fund which is funded through licensing and adoption fees, annual budgetary allocations, and donations.

Approved:



Brenda F. Barnette, General Manager

Attachment: Draft Contract Amendment No. 1 - Contract No. C-131503

BOARD ACTION:

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



City of Los Angeles Department of Animal Services

Amended and Restated
Personal Services Agreement

First Amended

WITH HEAVEN ON EARTH SOCIETY FOR ANIMALS

To Provide Spay/Neuter and Related Veterinary Services

At the

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

City Agreement Number: C-131503

TABLE OF CONTENTS

I	Representatives of the Parties and Service of Notice	3
II	Term	4
III	Maximum Payment	4
IV	License to Use Premises of the Animal Spay/ Neuter Clinic	5
V	Standard Provisions for City Contracts	5
VI	Premises	5
VII	Scope of Services	5
	A. Surgical Sterilizations	5
	B. Microchips	6
	C. Licensing	6
	D. Emergency Medical Treatment	7
	E. Care of Animals	7
	F. Release of Animals	7
	G. Wellness Clinics	7
	H. Optional Services and Additional Fees to the Public	7
	I. Operational Requirements	8
	J. Fees and Payments	9
	K. Code of Ethics	13
	L. Quality Control	14
VIII	Incorporation of Exhibits	15
IX	Order of Precedence	16
X	Entire Agreement	16
	Signature Page	17

PERSONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LOS ANGELES
AND HEAVEN ON EARTH SOCIETY FOR ANIMALS

TO PROVIDE SPAY/NEUTER AND RELATED VETERINARY SERVICES THROUGH THE
OPERATION OF THE WEST VALLEY ANIMAL SERVICES CENTER SPAY/NEUTER CLINIC

THIS AMENDED AND RETATE PERSONAL SERVICES AGREEMENT ("Agreement") is entered into as of July 1, 2021, 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 the Department of General Services ("GSD") and Heaven On Earth Society For Animals, Inc. ("Contractor"), 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 February 13, 2018 and approved by City Council on June 20, 2018 (C.F. 18-0150), according to the terms of the RFP; and

WHEREAS, the Contractor will provide spay/neuter services and related veterinary services at the Clinic to sterilize dogs, cats, and rabbits (as needed) that are adopted from the West Valley Animal Services Center as well as 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 as 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

WHEREAS, this First Amendment, effective July 1, 2021, and approved by the Board of Animal Services Commissioners on **DATE** and City Council on **DATE** (C.F. **DATE**), extends the term of the Agreement for one year from July 1, 2021 to June 30, 2022 and restates the entire Agreement to reflect all prior amendments.

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:
Ritchie Geisel
Executive Director
7342 Fulton Avenue,
North Hollywood, CA 91605

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.
- "S/N Voucher" can refer to a \$30 Cat Discount Coupon, a \$50 Dog/Rabbit Discount Coupon, a \$70 Cat Free Certificate, or \$125 Dog/Rabbit Free Certificate for Spay/Neuter issued by the Department to sterilize a dog, cat, or rabbit owned by a City of Los Angeles resident.
- "Neuter" shall mean "castration." "Spay" shall mean "ovariohysterectomy."
- "Provider" shall mean participating veterinarian.
- "Sterilization" or "Sterilize" and "surgery" refer to the spay or neuter of an animal and shall include: (a) a physical examination of the animal, (b) all vaccines and anesthesia that your hospital requires during hospitalization or before surgery, and (c) all after-care including suture removal, licking problems, infections, and other normal procedures.

Section II. Term

The City is exercising its first option to extend the term of the Agreement for one (1) year. The Term of the Contract shall be extended from its present expiration date of June 30, 2021 to a new expiration date of June 30, 2022.

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 this Agreement, including the value of discount coupons and free certificates reimbursed. 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 the 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.3), ("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 address attached in Exhibit C:

West Valley Animal Shelter
20655 Plummer Street
Chatsworth CA 91311

Section VII. Scope of Services

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. 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. It is expected that the typical number of Department animals expected to be spay/neutered by Contractor will be approximately ten dogs of various sizes and breeds and gender, at least five female cats, unlimited male cats and two rabbits.
- 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 30 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. Such price shall not exceed \$15.00. 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 may purchase tags at \$2 discount and sell each license at the standard price (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 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, it 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

All fees charged by Contractor shall be approved by the Department. Contractor may offer additional services to the public, 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 desired by Contractor at least 30 days prior to the effective date. No increase shall be effective unless approved by the Department. 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. Prices approved by the Department are listed on Exhibit D, attached and made a part hereof.

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, and 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 Department's 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 face amounts for S/N Voucher Programs shown below became effective on July 1, 2016 and includes the Discount Coupon, Free Certificate and Authority for Expenditure. Contractor shall be paid 95% of the amount stated on the face of the Discount Coupon or Free Certificate, as agreed to below.

2. Spay and Neuter Vouchers

Vouchers - types	Face Amount	Discounted Amount
Discount Coupon Cats (Spay/Neuter)	\$30	\$28.50
Discount Coupon Dogs & Rabbits (Spay/Neuter)	\$50	\$47.50
Free Certificate Cats (Spay/Neuter)	\$70	\$66.50
Free Certificate Dogs & Rabbits (Spay/Neuter)	\$125	\$118.75

- a. The S/N 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. Discount Coupon Program is available to all City Residents. The Free Certificate Program is available to City residents with a household incomes at or below the amount set annually by the Department of Housing and Urban Development (HUD) (which was approximately \$43,000 in 2017). Low-income Senior Citizens 62 years of age or older, and those individuals who are low-income and permanently disabled are also eligible for Free Certificates, as long as they are also City residents.
- c. S/N 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. S/N Vouchers may only be used for owned cats and owned dogs, and are not valid for the sterilization of unowned, free roaming or community cats. Either a discount coupon or free certificate, but not both, may be used per animal per sterilization. S/N 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 Discount Coupon.
- e. No co-payment or additional fees may be charged to an animal owner who is a City resident using a Free Certificate for sterilization including, but not limited to, uterine infection, pregnant or “in estrus” animals, animals with retained testicles, or animals weighing more than 50 pounds.

Contractor will accept Discount Coupon towards surgery and Free Certificate 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 previously approved by the Department, which client can accept or deny.

3. Surgery Discount to Department using City Vouchers and AFEs
Vouchers are used by City residents to obtain free (Free Certificates) or discounts (Discount Coupons) for spay/neuter surgeries. The Contractor will accept 95% of the face amount of these Vouchers for the duration of the Agreement for all spay/neuter surgeries performed at the West Valley Animal Shelter Spay/Neuter Clinic using Vouchers.

Authority for Expenditure (AFE) are authorizations provided directly by the Department for the sterilization of Shelter Animals including animals adopted, rescued or redeemed animals, deferred surgeries and impounded animals, such as animals for adoption events & pregnant animals. Notwithstanding the face amount of the AFEs, the Contractor will perform these surgeries for the following discounted amounts:

Surgery	Face Amount	Discounted amount
Cat Neuter	\$70	\$66.50
Cat Spay	\$70	\$66.50
Dogs	\$125	\$118.75
Rabbits	\$125	\$118.75

- 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. 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, Contractor shall inform the Department's medical staff and the shelter, who will issue a D-300 surgery deferral as described in Section 4(c) below. If the adopter advises 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 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 S/N Vouchers 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 Vouchers 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 S/N Vouchers 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 S/N Vouchers or AFEs submitted without surgery date, or veterinarian's name, or address, or 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 S/N Vouchers 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 amounts prescribed in this Agreement and in the manner prescribed by the Department.
- f. Original S/N Vouchers and/or AFEs for surgeries performed by Contractor shall be mailed to the address above. 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 minus the discount as indicated above.

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

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

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

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

The Discount Coupon S/N Program is for owned dogs and cats and has a value of \$30/\$50. Discount Coupons may be used to cover partial cost of sterilization off the Contractors regular cost of sterilization at the face value of the Discount Coupon. **The Discount Coupon is for pet owners only — and does not cover animals that are not owned, such as, free roaming or community cats, dogs, or rabbits.**

The Free Certificate S/N Program is for owned dogs and cats and have a face value of \$70 or \$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 — and does not cover animals that are not owned, such as, free roaming or community cats, dogs, or rabbits.**

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 Coupon 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 summarize 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 E:

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 and instructions to Contractor
- Contractor Responsibility Questionnaire
- City Ethics Commission Forms 55 (or 50, 55, & 56 as required)

- Iran Contracting Act Form
- Child Support Obligations, 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
- ACORD Certificate of Liability Insurance (Kwikcomply.org/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 10/17 v.3) – Exhibit B
- West Valley Animal Shelter Floor Plan – Exhibit C
- Approved price list – Exhibit D
- Section VIII attachments – Exhibit E
- RFP
- Contractor's response to the RFP

Section X. Entire Agreement

This Agreement, including Exhibits A through E, 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 10/17 v.3)

Exhibit C – West Valley Animal Shelter Floor Plan

Exhibit D – Approved Price List of Fees

Exhibit E -- Section VIII attachments

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and send by e-mail shall be deemed original signatures.

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 _____
Steve R. Houchin, Deputy City Attorney

Date _____

**ATTEST:
HOLLY WOLCOTT, City Clerk**

By _____
Deputy City Clerk

Date _____

**CONTRACTOR - Heaven On Earth Society For
Animals**

By _____
Shannon Asquith, Executive Director

Date _____

(second signature required of corporations)

By _____
Signature

Print Name, Print Title

Date _____

AS West Valley S-N Clinic 4th Draft 4.11.18

Los Angeles City Business Tax License Number _____

IRS Taxpayer Identification Number _____

**BOARD OF
ANIMAL SERVICES
COMMISSIONERS**

LARRY GROSS
PRESIDENT

OLIVIA E. GARCIA
VICE PRESIDENT

COMMISSIONERS

JILL COHEN

ALISA FINSTEN

JOSE SANDOVAL

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

TAMMY WATSON
ASSISTANT GENERAL MANAGER
Administration

ANNETTE G. RAMIREZ
INTERIM ASSISTANT GENERAL MANAGER
Lifesaving

DR. JEREMY PRUPAS
CHIEF VETERINARIAN

Report to the Board of Animal Services Commissioners

MEETING DATE: April 13, 2021

PREPARED BY: Christina Gomez

REPORT DATE: March 31, 2021

TITLE: Management Analyst

SUBJECT: AUTHORIZE CONTRACT NO. C-129781 – AMENDMENT NO. 2 – BETWEEN THE CITY OF LOS ANGELES AND WESTERN UNIVERSITY OF HEALTH SCIENCES COLLEGE OF VETERINARY MEDICINE TO PROVIDE SPAY/NEUTER AND RELATED VETERINARY SERVICES AT THE EAST VALLEY ANIMAL SERVICES CENTER

BOARD ACTION RECOMMENDED:

1. **APPROVE** Amendment No. 2 extension, approved as to form and legality by the City Attorney as attached, with the Western University of Health Sciences College of Veterinary Medicine (Western U) to continue contractual services for an additional one (1) year to operate the East Valley Spay/Neuter Clinic located at the East Valley Animal Services Center through June 30, 2022;
2. **DIRECT** staff to transmit the approved amendment to the Office of the Mayor and subsequently to the City Council for approval; and
3. **AUTHORIZE** the Department General Manager to execute the subject amendment upon receipt of the necessary approvals.

BACKGROUND:

The Department of Animal Services (Department) released a Request for Proposals ("RFP") on November 4, 2016, to provide spay/neuter and related veterinary services at the East Valley Animal Services Center. Western U's proposal met the requirements, was the only proposal submitted, and was awarded the agreement by the Animal Services Board of Commissioners on June 13, 2017. The agreement was approved by the City Council on June 30, 2017, for a three-year term with two additional one-year options to extend, for a total of five years at the sole discretion of the Department and General Services Department. Western U began operations on July 1, 2017. The initial contract

"Creating a Humane LA"

AN EQUAL OPPORTUNITY EMPLOYER

Visit our website at www.LAAnimalServices.com

Report to the Board of Animal Services Commissioners
SUBJECT: **AUTHORIZE CONTRACT NO. C-129781 – AMENDMENT NO. 2 – BETWEEN THE
CITY OF LOS ANGELES AND WESTERN UNIVERSITY OF HEALTH SCIENCES
COLLEGE OF VETERINARY MEDICINE TO PROVIDE SPAY/NEUTER AND RELATED
VETERINARY SERVICES AT THE EAST VALLEY ANIMAL SERVICES CENTER**

term expired on June 30, 2020. The Department exercised its first option to extend the contract through June 30, 2021.

Western University of Health Sciences College of Veterinary Medicine – Contract No. C-129781 Surgery and Cost Stats					
Fiscal Year	Cats	Dogs	Rabbits	Total # of Surgeries	Total Cost
FY 2017-18	361	968	147	1,476	\$98,157
FY 2018-19	1,059	2,027	284	3,370	\$216,117
FY 2019-20	1,189	1,468	163	2,820	\$165,525
FY 2020-21 (YTD)	767	903	43	1,713	\$98,442
Total	3,376	5,366	637	9,379	\$578,241

Although the Department employs veterinarians and veterinary technicians who have the expertise to perform spay/neuter surgeries, time constraints and workloads attributed to the treatment and care of all animals entering our Animal Services Centers prevent staff from performing these surgeries.

This request seeks to exercise the second extension option to be effective July 1, 2021 through June 30, 2022 for the continuation of spay/neuter clinic operations at the East Valley Animal Services Spay/Neuter Clinic.

SUMMARY:

The current agreement with Western U to operate the East Valley Spay/Neuter Clinic expires on June 30, 2021. Continued operation of the spay/neuter clinic at the East Valley Animal Services Center is critical to our spay/neuter operations and the surrounding community.

Approval of this request will provide convenient onsite spay/neuter and other veterinary services at our East Valley Animal Services Center, help to facilitate the pet adoption process, and provide spay/neuter services for City residents participating in the City's low income and free Certificate Program.

Report to the Board of Animal Services Commissioners
SUBJECT: **AUTHORIZE CONTRACT NO. C-129781 – AMENDMENT NO. 2 – BETWEEN THE
CITY OF LOS ANGELES AND WESTERN UNIVERSITY OF HEALTH SCIENCES
COLLEGE OF VETERINARY MEDICINE TO PROVIDE SPAY/NEUTER AND RELATED
VETERINARY SERVICES AT THE EAST VALLEY ANIMAL SERVICES CENTER**

FISCAL IMPACT:

There is no fiscal impact to the General Fund as all spay/neuter costs are paid through the Animal Sterilization Fund which is funded through licensing and adoption fees, annual budgetary allocations, and donations.

Approved:



Brenda F. Barnette, General Manager

Attachment: Draft Contract Amendment No. 2 - Contract No. C-129781

BOARD ACTION:

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



City of Los Angeles Department of Animal Services

Amended and Restated
Personal Services Agreement

Second Amended

WITH WESTERN UNIVERSITY OF HEALTH SCIENCES
COLLEGE OF VETERINARY MEDICINE

To Provide Spay/Neuter and Related Veterinary Services

At the

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

City Agreement Number: C-129781

TABLE OF CONTENTS

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

PERSONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LOS ANGELES
AND WESTERN UNIVERSITY OF HEALTH SCIENCES
COLLEGE OF VETERINARY MEDICINE

TO PROVIDE SPAY/NEUTER AND RELATED VETERINARY SERVICES THROUGH THE
OPERATION OF THE EAST VALLEY ANIMAL SERVICES CENTER SPAY/NEUTER CLINIC

THIS AMENDED AND RESTATED PERSONAL SERVICES AGREEMENT ("Agreement") is entered into as of July 1, 2021, 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 Western University of Health Sciences College of Veterinary Medicine ("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 East Valley Animal Services Center Spay/Neuter Clinic ("Clinic"); and

WHEREAS, the Contractor was selected pursuant to a Request for Proposals ("RFP") issued by the Department on November 4, 2016 to solicit such services, and Contractor submitted the only proposal in response to the RFP, which proposal was dated December 15, 2016, met the requirements, and was awarded this Agreement by the Animal Services Board of Commissioners ("Board") on June 13, 2017 and approved by the City Council on July 3, 2017 (C.F. 17-0659), according to the terms of the RFP; and

WHEREAS, the Contractor will provide spay/neuter surgeries and related veterinary services at the Clinic to sterilize dogs, cats, and rabbits (as needed) that are adopted from the East Valley Animal Services Center as well as pets owned by qualifying residents near or in the Los Angeles area; and

WHEREAS, the Contractor also wishes to develop a shelter medicine teaching program at the clinic for its 3rd and 4th year veterinary students; and

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

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

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

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

WHEREAS, the First Amendment, effective July 1, 2020 extended the Agreement one-year from July 1, 2020 to June 30, 2021; and

WHEREAS, this Second Amendment, effective July 1, 2021, and approved by the Board of Animal Services Commissioners on DATE and City Council on DATE (C.F. [REDACTED]), extends

the term of the Agreement for one year from July 1, 2021 to June 30, 2022 and restates the entire Agreement to reflect all prior amendments.

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:
Phillip Nelson, DVM, BS, PhD
Western University of Health Sciences College of Veterinary Medicine
309 East 2nd Street
Pomona, California 91766-1854

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

The City is exercising its second option to extend the term of the Agreement for one (1) year. The Term of the Contract shall be extended from its present expiration date of June 30, 2021 to a new expiration date of June 30, 2022.

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. This allocation shall not mean that the City is obligated or required to provide the total maximum amount of \$500,000 or any set amount in any agreement or fiscal year, or for the full term of this Agreement, but is subject to the availability of funds in the Animal Sterilization Fund of the City of Los Angeles, and to the Contractor’s demonstrated capacity to provide mobile spay/neuter services as determined by the Department. The Department 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.3), (“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:

East Valley Animal Shelter
14409 Vanowen Street
Van Nuys CA 91405

Section VII. Scope of Services

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

A. Surgical Sterilizations

The Contractor shall:

1. 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 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

2. 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.
3. Not reject Department animals without just cause notified to and supported by Shelter staff.
4. Perform an approximate estimate of 40 surgeries per day consisting of both shelter animals and animals from the public.
5. Perform pre-surgical physical examinations on all surgical candidates to determine if an animal is qualified for surgical treatment.
6. Perform other ancillary medical procedures associated with surgical sterilizations, according to the provisions outlined below:
 - a. The Contractor will conform to all surgical standards as required by the California Veterinary Medicine Practice Act (CVMPA).
 - b. Animals deemed unfit or unhealthy by a veterinarian may be rejected for surgical sterilization.
 - c. Animals that are pregnant, in estrus, cryptorchid, or have any other medical condition outside the scope of a healthy animal sterilization, may be surgically sterilized at the discretion of the Contractor's veterinarian.
 - d. Owners of older animals that may require pre-surgical, geriatric blood screening may be referred to a private veterinarian prior to sterilization at Contractors discretion.
 - e. If during surgery, the animal is discovered to be already sterilized, the same fee that would have been charged for a standard sterilization shall be charged.

B. Microchips

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

C. Licensing

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

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

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

D. Emergency Medical Treatment

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

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

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

E. Care of Animals

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

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

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

F. Release of Animals

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

G. Wellness Clinics

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

H. Optional Services and Additional Fees to the Public

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

I. Operational Requirements

1. Maintaining a Written Protocol of Procedures

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

2. Days and Hours of Operation

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

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

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

3. Equipment and Supplies

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

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

4. Equipment Purchase Option

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

5. Cost of Supplies, Services, and Personnel

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

6. Licenses and Permits

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

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

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

7. Hazardous Waste Disposal

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

J. Fees and Payments

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

2. **Spay and Neuter Discount Vouchers / Free Certificates**

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

- a. The Voucher Program is a series of sterilization programs for owned dogs, cats and rabbits belonging to residents of the City of Los Angeles. Residents can qualify for a Voucher from the Department.
- b. D-Voucher Program is available to all City Residents. The F-Voucher Program is available to City Residents with an income cap of \$40,000 per year, per household including low-income Senior Citizens 62 years of age or older, and those individuals who are low-income and permanently disabled.
- c. Vouchers are non-transferable, are not valid beyond the expiration date printed on them, and must be presented to Contractor at the time of sterilization. Vouchers may only be used for owned cats and owned dogs, and are not valid for the sterilization of free roaming or community 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:

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

- Adopted, rescued, and redeemed animals,

- Deferred surgeries,
- Impounded animals such as animals for adoption events & pregnant animals

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

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

5. Contractor Responsibilities

- Contractor shall follow the mandates of the California Veterinary Medicine Practice Act.
- Contractor shall report to the Department all deaths of shelter animals that occur under the care and control of the Contractor within five business days by submitting a completed report.

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

6. Teaching Clinic for Veterinary Students

Contractor wishes to develop a shelter medicine teaching program for its 3rd and 4th year veterinary students. The students will perform surgery (with direct veterinary supervision) and medicine (with veterinary supervision) in the following manner:

- a. All students will be under the direct supervision of Contractor's licensed veterinary faculty or staff and only 3rd and 4th year veterinary students will perform surgery.
- b. Only those students who have satisfactorily completed the prerequisite portion of the College curriculum or veterinary interns and residents (who are veterinarians in a post-graduate training program) will be utilized in the Clinic.
- c. Contractor will inform the students and staff of all rules and regulations of the Premises and Contractor's students and personnel shall at all times treat the public and shelter staff with the utmost courtesy and respect.
- d. Contractor shall immediately remove and/ or replace any of its students or personnel who violate the terms and conditions of this Agreement upon the request of the Department.
- e. Contractor shall require that students provide proof of adequate health insurance coverage and proof of current immunization for tetanus and rabies.
- f. Contractor shall provide students with accident insurance coverage for injuries or accidents and maintain medical malpractice insurance and other professional liability coverage in an amount and with a carrier and terms reasonably acceptable to the City Administrative Officer, Risk Management.
- g. Contractor shall notify members of the public and the Department that students may be operating on their pets, which notice may include signage at the clinic for pet owners.
- h. Contractor shall inform the Department and owners when students will be operating on their pets, and provide this information in the regular reports to the Department, identifying which animals were operated on by students.

7. Billing and Record Keeping

- a. Upon completion of sterilization, Contractor shall bill the Department for services rendered by using the Department's online "Vet Portal" system available at anivet.lacity.org. Instructions for the Vet Portal can be located on the website under the "Help" Tab.
- b. To ensure timely payment, the Contractor must follow the procedures below:
 - i. Enter the Voucher and/or Authority For Expenditures (AFE) into the Vet Portal. The processing of these invoices into the Vet Portal must be completed and submitted online by the 10th of each month. This is to ensure payment for the previous month's surgeries.
 - ii. Submit the original invoices to the Department by the 10th of each month.
 - iii. Place the AFEs in numerical order by the AFE Voucher number, e.g., F11-0000.
 - iv. Place the S/N Voucher in numerical order by the S/N Voucher number, e.g., F11-0000.
 - v. Maintain photocopies of the original documents in the event an original document cannot be located.

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

- c. The required sections of the Voucher and/or AFE shall be completed by Contractor and mailed to: Attn: Accounting Section, Department of Animal Services, 221 North Figueroa Street, Suite 600, Los Angeles CA 90012. Any Voucher or AFEs submitted without surgery date, veterinarian's name and address and signature will be returned for completion.
- d. Billing must be submitted within 60 days after sterilization services or they will not be honored by the Department. Billings received after the 10th of each month will be processed the following month.
- e. The Voucher and/or AFEs have no face value until the Contractor completes the work, certifies by signature that the work is completed, and requests payment in the manner prescribed by the Department.
- f. Original Vouchers and/or AFEs for surgeries performed by Contractor shall be mailed to the Department of Animal Services. A photocopy of the Voucher and/or AFEs shall be retained on file at Contractor's facility for a minimum of three (3) years. Signed, completed Vouchers and/or AFEs shall serve as proof of each service performed and billed to Department.
- g. All payments are subject to the review and approval of Contractor's full documentation and work performance by the Department.
- h. Department will make all reasonable efforts to pay Contractor each month for services rendered in the previous month as long as original invoices and supporting documentation are received on time as indicated herein.

SPAY/NEUTER PROGRAMS: VOUCHERS AND AUTHORITY FOR EXPENDITURES

Contractor shall participate in all Department Spay and Neuter Programs of spaying and neutering dogs and cats eight weeks of age or older or two (2) lbs or heavier, by accepting Department Vouchers or Authority For Expenditure to perform spay and neuter surgeries on dogs and cats

brought in by residents. The Department will reimburse the Contractor the face value of said Vouchers and AFE's as indicated above.

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

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

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

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

The Discount Coupon (D-Voucher) S/N Program is for owned dogs and cats and has a value of \$30/\$50. Discount Coupons may be used to cover partial cost of sterilization off the Contractor's regular cost of sterilization. **The Discount Coupon is for pet owners only—free roaming or community 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—free roaming or community 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:

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

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

- Living Wage documents (*Per agreement between the City of Los Angeles Bureau of Contract Administration and the Contractor, the Contractor is exempted from the City's Living Wage Ordinance and will operate under their own Living Wage Policy for the duration of this contract*) – Exhibits D and E
- Contractor Responsibility Ordinance
- City Ethics Commission Forms 50, 55

- Iran Contracting Act Form
- Child Support, ADA, Non-Collusion Compliance Forms

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

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

Section IX. Order of Precedence

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

- This Agreement
- License to Use the Premises of Animal Spay and Neuter Clinic – Exhibit A
- City Standard Provisions for City Contracts (Rev 10-17 v.3) – Exhibit B
- East Valley Animal Shelter Floor Plan – Exhibit C
- Contractor Sick Time Policy – Exhibit D
- Contractor Vacation Policy – Exhibit E
- 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 10-17 v.3)

Exhibit C – East Valley Animal Shelter Floor Plan

Exhibit D – Contractor Sick Time Policy

Exhibit E – Contractor Vacation Policy

Exhibit F – Section VIII attachments

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and send by e-mail shall be deemed original signatures.

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 _____
Steve R. Houchin, Deputy City Attorney

Date _____

**ATTEST:
HOLLY WOLCOTT, City Clerk**

By _____
Deputy City Clerk

Date _____

**CONTRACTOR –Western University of Health
Sciences College of Veterinary Medicine**

By _____
Phillip Nelson, Dean

Date _____
(second signature required of corporations)

By _____
Dr. Gary Gugelchuk, Provost

Date _____

Los Angeles City Business Tax License Number _____

IRS Taxpayer Identification Number _____

**BOARD OF
ANIMAL SERVICES
COMMISSIONERS**

LARRY GROSS
PRESIDENT

OLIVIA E. GARCIA
VICE PRESIDENT

COMMISSIONERS

JILL COHEN

ALISA FINSTEN

JOSE SANDOVAL

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

TAMMY WATSON
ASSISTANT GENERAL MANAGER
Administration

ANNETTE G. RAMIREZ
INTERIM ASSISTANT GENERAL MANAGER
Lifesaving

DR. JEREMY PRUPAS
CHIEF VETERINARIAN

Report to the Board of Animal Services Commissioners

MEETING DATE: April 13, 2021

PREPARED BY: Carolyn Almos

REPORT DATE: April 13, 2021

TITLE: Acting District Supervisor

**SUBJECT: ACCEPTANCE OF A \$49,980 DONATION FROM THE STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE INTO THE ANIMAL
STERILIZATION FUND FOR CHARITABLE PURPOSES OF THE CITY OF LOS
ANGELES DEPARTMENT OF ANIMAL SERVICES**

BOARD ACTION RECOMMENDED:

1. **ACCEPT** the donation of \$49,980 from the State of California Department of Food & Agriculture for restricted purposes on behalf of the City of Los Angeles Department of Animal Services; and
2. **APPROVE** the deposit of \$49,980 into Appropriation Unit No. 060053 within the Animal Sterilization Fund – Fund No. 842 entitled, Community Cat S/N Program for the spay and neuter of community cats.
3. **FORWARD** the acceptance of these grant funds to the Mayor and City Council for approval; and
4. **APPROVE** the disbursement of these funds in accordance with the provisions of the Animal Welfare Trust Fund.

SUMMARY

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

"Creating a Humane LA"

AN EQUAL OPPORTUNITY EMPLOYER

Visit our website at www.LAAnimalServices.com

**SUBJECT: ACCEPTANCE OF A \$49,980 DONATION FROM THE STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE INTO THE ANIMAL STERILIZATION
FUND FOR CHARITABLE PURPOSES OF THE CITY OF LOS ANGELES
DEPARTMENT OF ANIMAL SERVICES**

On March 26, 2021, the Department of Animal Services received notification of an award in the amount of \$49,980 from the Department of Food and Agriculture of the State of California. These funds are a restricted grant and will be used for charitable purposes. Specifically, the funds will be disbursed for spay and neuter of community cats, with the goal of providing vouchers to pay for the surgeries of 714 cats.

FISCAL IMPACT:

There will be no financial impact to the General Fund. This donation will be deposited into the Animal Sterilization Fund and disbursements will be made pursuant to the provisions of the Fund.

Approved:



Brenda F. Barnette, General Manager

Attachment

BOARD ACTION:

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

2021 PET LOVER'S GRANT PROGRAM

SCOPE OF WORK

PLP2135 City of Los Angeles- Department of Animal Services

\$49,980

Project Title: Spay and Neuter Community Cats

Project Description:

Spay/neuter community cats to humanely decrease the free roaming cat population. The goal is to complete 20,000 additional spay/neuter surgeries annually for community cats.

Project Purpose:

Los Angeles has been unable to spay/neuter Community Cats due to an injunction for more than 12 years and has experienced unprecedented growth in the number of community kittens and cats entering our shelters. The City of Los Angeles - Department of Animal Services has completed the first ever Environmental Impact Report (EIR) regarding the impact of cats on the community that was required by the judge. Professional analysis has shown that spay/neuter is the only way to humanely and effectively reduce the free roaming cat population. Shelter cat intake has grown annually during the time the injunction prevented us from spay/neuter of Community Cats. Due to severe budget constraints this year due to COVID, not enough spay/neuter surgeries can be performed without help. Cat lovers everywhere are hoping the project succeed for the welfare of the cats and to prevent other similar injunctions in other communities. The project will spay/neuter community cats to humanely decrease the free roaming cat population. The goal is to do 20,000 additional spay/neuter surgeries for community cats.

Funding Sources:

This project has not been submitted to or funded by another State or Federal grant program.

Project Awareness:

The public relations team will promote a public education campaign using the Department of Animal Services website, social media, newsletters, media outlets, Nextdoor, Council Districts, Neighborhood Council and Community Cat TNR groups letting them know how to get the vouchers. Vouchers are good at any privately operated clinic attached to one of six shelters, there are contracts with three mobile spay/neuter vehicles and agreements with over 50 local veterinarians who accept our vouchers. As part of this campaign, the City of Los Angeles -Department of Animal Services will raise awareness for both the spay/neuter services and the Pet Lover's License Plate Program.

2021 PET LOVER'S GRANT PROGRAM

SCOPE OF WORK

Work Plan:

Project Activity	Performed by	Timeline (mm/yy-mm/yy)
Project Manager	Annette Ramirez, Assistant General Mgr.	06/21-05/22
Marketing and Public Relations	Agnes Sibal, PR Director	06/21-05/22
Public Education	Carolyn Almos, Director of Volunteer Services	06/21-05/22
Voucher distribution and accounting.	Brenda Van Den Bosch, Senior Clerk	06/21-05/22

Evaluation and Performance Monitoring Plan:

Due to kitten season, evaluation will be somewhat seasonal, but the project will compare activities month to month and increase marketing as needed. Additionally, the project will analyze data by geographical area to adjust public education outreach.

Project Oversight:

Annette Ramirez, Assistant General Mgr. will be lead and Carolyn Almos will be the Co-Project Director. Data for vouchers issued and for vouchers used is reported publicly each month. Groups have 30 days to use issued vouchers during which time the money is encumbered. If the voucher is not redeemed, the voucher is voided and funds are unencumbered for funding the issuance of new vouchers.

Budget Narrative:

Total Amount of Pet Lover's Funds Requested	\$49,980
--	-----------------

PERSONNEL (SALARY AND WAGES)

No costs requested.

FRINGE BENEFITS

No costs requested.

TRAVEL

2021 PET LOVER'S GRANT PROGRAM

SCOPE OF WORK

No costs requested.

SUPPLIES

No costs requested.

CONTRACTUAL

No costs requested.

OTHER

#	Item Description	Cost per Unit	Number of Units	Acquire When?	Funds Requested
1	Spay/Neuter of Community Cats	\$70.00	714	Year 1	\$49,980
Other Subtotal					\$49,980

Other Cost 1: Vouchers for 714 surgeries will be issued to be redeemed through shelter clinics, mobile spay/neuter vans and private veterinarians at a cost of \$70 per voucher.

**BOARD OF
ANIMAL SERVICES
COMMISSIONERS**

LARRY GROSS
PRESIDENT

OLIVIA E. GARCIA
VICE PRESIDENT

COMMISSIONERS

JILL COHEN

ALISA FINSTEN

JOSE SANDOVAL

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

TAMMY WATSON
ASSISTANT GENERAL MANAGER
Administration

ANNETTE G. RAMIREZ
INTERIM ASSISTANT GENERAL MANAGER
Lifesaving

DR. JEREMY PRUPAS
CHIEF VETERINARIAN

Report to the Board of Animal Services Commissioners

MEETING DATE: April 13, 2021

PREPARED BY: Carolyn Almos

REPORT DATE: April 13, 2021

TITLE: Acting District Supervisor

SUBJECT: ACCEPTANCE OF A \$100,000 DONATION FROM PETCO LOVE FOR CHARITABLE PURPOSES OF THE CITY OF LOS ANGELES DEPARTMENT OF ANIMAL SERVICES

BOARD ACTION RECOMMENDED:

1. **ACCEPT** the grant of \$100,000 from Petco Love on behalf of the Los Angeles Department of Animal Services for lifesaving activities and thank the donor for the generous donation;
2. **AUTHORIZE** the establishment of a new Appropriation Account No. 060054 in the Animal Welfare Trust Fund – Fund No. 859 entitled, "Lifesaving Fund", for lifesaving programs such as but not limited to the Pet Food Pantry, Pet Retention Program, Adoption Events/Promotion, Foster Program, etc.;
3. **FORWARD** the acceptance of these grant funds and authorization to establish the new Appropriation Account No. 060054 in the Animal Welfare Trust Fund – Fund No. 859 entitled, "Lifesaving Fund" to the Mayor and City Council for approval;
4. **FORWARD** the adopted Council File to the Controller's Office to create Appropriation Account No. 060054 within the Animal Welfare Trust Fund – Fund No. 859 entitled, "Lifesaving Fund", for the depositing of donations, grants, and appropriations specifically designated for Lifesaving activities; and
5. **APPROVE** the deposit of these funds into the newly established Lifesaving Fund Appropriation Account No. 060054 within the Animal Welfare Trust Fund – Fund No. 859 and restrict these funds for the designated purpose of lifesaving activities in accordance with provisions of the Petco Love grant.

"Creating a Humane LA"

AN EQUAL OPPORTUNITY EMPLOYER

Visit our website at www.LAAnimalServices.com

SUBJECT: ACCEPTANCE OF A \$100,000 DONATION FROM PETCO LOVE FOR CHARITABLE PURPOSES OF THE CITY OF LOS ANGELES DEPARTMENT OF ANIMAL SERVICES

BACKGROUND:

On April 6, 2021, the Department of Animal Services received notification of an award in the amount of \$100,000.00 from Petco Love. These funds are a restricted grant for the purposes of Lifesaving Investment, and may be used in an unrestricted manner so long as the purpose is to responsibly achieve a reduction in euthanasia of companion animals. The agreement contains all grant requirements, timelines, usage and reporting requirements. The terms and conditions of the grant were accepted and agreed upon by the Department, the Agreement was signed and returned to Petco Love. Receipt of funds are pending as of the date of this report.

SUMMARY:

Petco Love makes grant investments in organizations that work to make the most significant impact possible. LAAS' is pleased to partner with Petco Love to create a nation where no animal is needlessly euthanized, and where all domestic animals can be healthy and find lifelong homes and lifesaving medical care.

On April 6, 2021, the Department of Animal Services received notification of an award in the amount of \$100,000.00 from Petco Love. These funds are a restricted grant for the purposes of Lifesaving Investment, and may be used in an unrestricted manner so long as the purpose is to responsibly achieve a reduction in euthanasia of companion animals.

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

FISCAL IMPACT:

There will be no financial impact to the General Fund. This donation will be deposited into the Animal Welfare Trust Fund and disbursements will be made pursuant to the provisions of the Fund.

Approved:



Brenda F. Barnette, General Manager

Attachment

BOARD ACTION:

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



Petco Love
654 Richland Hills Drive
San Antonio, TX 78245

April 6, 2021

Los Angeles Animal Services
221 N. Figueroa Street, 6th Floor, Suite 600,
Los Angeles, CA 90012

Dear Brenda Barnette:

I am pleased to inform you that Petco Love, a nonprofit changing lives, has decided to make a grant investment (the "Investment") in Grantee identified above to support the non-profit mission and/or charitable purpose of Grantee.

This grant letter (the "Grant Letter") and Petco Love Grant Investment Terms, attached as Appendix A (together with this Grant Letter, the "Agreement") will govern the terms of the Investment. The terms "partner" and "partnership" used in the Agreement shall be limited to the Investment relationship set forth in and created by this Agreement and shall in no way create or establish a legal partnership between the Grantee and Petco Love.

A. Investment terms

The Investment period will begin from the date of Grantee's countersignature of this Grant Letter and will continue through the date specified below as the end date. The Investment will be paid in one or more installments beginning on or before the Initial Payment Date. Payments shall be made in the amounts and at the times as stated more fully below. The Investment shall be for the Investment Purpose stated below.

Investment Terms	
Investment amount	\$100,000.00
Investment Purpose	Lifesaving Investment
Investment Period end date	04/30/2022



Payment Schedule:

Payment:

Due on or before:

\$100,000.00	04/30/2021
--------------	------------

Reporting Schedule:

Name:

Due on or before:

Lifesaving Impact Award Report	01/31/2022
--------------------------------	------------

B. Additional Terms and Conditions

Grantee will recognize the Investment and partner with Petco Love in the following ways, as mutually acceptable to, and approved in advance by Petco Love:

Celebrate and recognize the Investment in the following ways:

- a. Issue a press release announcing the Investment using best efforts to assure wide dissemination of such press release for promotion of the Investment.
- b. Prominently display Petco Love's logo on Grantee's website during the Grant Investment Period.
- c. Prominently display the Investment celebration check and other assets, if provided, in Grantee's lobby or other prominent location during the investment period.
- d. Promote the Investment on social media and other public promotional opportunities in conjunction with the announcement of the Investment, and monthly thereafter during the Grant Investment Period.
- e. Identify Petco Love as *the primary sponsor* of four (4) or more adoption events or other promotions, which may include ongoing promotions, each year during the Grant Investment Period.

Petco Love is a national nonprofit that strives to support its partner organizations with valuable solutions, social activations, and benefits in addition to grant investments. Partnership is a key component of your relationship with Petco Love. Partner organizations should participate in the following:

- f. Key staff members of the organization (including the CEO or Executive Director) will sign up for, receive and review the Petco Love Newsletter to be aware of all partnership opportunities and requirements.



- g. Integrate with and actively promote Petco Love Lost, our national lost and found database, to help lost pets reunite with their families through various methods including social media, website, adoption paperwork, and other opportunities, including prominent placement of the Petco Love Lost widget on your website and Facebook page.
- h. Actively participate in the public launch of Petco Love Lost in April 2021.
- i. Participate in our Partnership Activations including Love Stories (Holiday Wishes), Lost Dog and Cat Awareness (April), National Foster A Pet Month (June), and others to be determined, by sharing the information publicly via social media, website, and other methods used by your organization to communicate with your adopters and supporters.
- j. Utilize Petco Love marketing toolkits available on our website to promote Petco Love initiatives, adoption events, and other lifesaving promotions.
- k. Share post-adoption support materials when made available by Petco Love to adopters.
- l. If Grantee is an approved Petco Love adoption partner, Grantee shall:
 - i. Designate a representative of Grantee to receive all Petco Love communications, including newsletter and email notifications.
 - ii. Utilize Petco Love branded adoption, social media recommendations and hashtags, and other outreach materials.
 - iii. Coordinate with the manager of the Petco store to assure all adoptions are communicated to onsite Petco staff and recorded appropriately
 - iv. Participate in such adoption events in a manner that encourages the greatest number of adoptions possible.
 - v. Participate in the Petco Love's annual foster program awareness and recruitment event (Be A Foster) in Petco stores to recruit foster parents and increase lifesaving efforts.
- m. If Grantee is not an approved Petco Love adoption partner, Grantee shall complete the application to become an adoption partner on the grant application portal within sixty (60) days of executing this agreement, unless otherwise exempted by Petco Love.
- n. Complete all follow up reports as assigned in the grant application portal.
- o. Should any of these funds be invested in a capital improvement or capital purchase, such investment shall be specifically for such purpose and the award shall be recognized in a manner mutually agreed upon and approved in advance by Petco Love.
- p. Should any of these funds be utilized for the purchase or operation of a vehicle, Petco Love shall be recognized with prominent logo placements on three sides of the vehicle used or purchased.



If Grantee agrees to the terms and conditions of the Agreement, please sign in the space provided below and return a signed copy of this Grant Letter to Petco Love. You represent that you are authorized to execute the Agreement on behalf of Grantee.

Petco Love asks that you return the signed copy to Petco Love at 654 Richland Hills Drive, San Antonio, TX 78245 within forty-five (45) days from the date written above. If Petco Love has not received the signed copy by that time, Petco Love may withdraw the offer of the Investment.

Yours sincerely,

PETCO LOVE

DocuSigned by:
By: Susanne Kogut
Name: Susanne Kogut
Title: President

Accepted and agreed to this date: 4/6/2021

DocuSigned by:
By: Brenda Barnette
Name: Brenda Barnette
Title: General Manager



Appendix A

Petco Love Grant Investment Terms

Terms not defined herein have the meanings provided in the Grant Letter.

Section 1. Investment generally

A. Definitions

Lifesaving – funds invested in animal welfare organizations for operations, programs and partnerships that reduce the number of animals in shelters being needlessly euthanized and do so in a responsible and sound manner. Unless otherwise restricted in the Grant Letter, a grant whose purpose is Lifesaving Investment may be used in an unrestricted manner so long as the purpose is to responsibly achieve a reduction in euthanasia of companion animals in the United States.

Spay/Neuter – funds invested in spay/neuter organizations for the purposes of providing spay/neuter services at subsidized rates, including free services, to those of modest means or to those persons seeking such services for any pet most in need in the community served by such organization. Funds may be used in an unrestricted manner to provide such spay/neuter services and decisions regarding need-based requirements are made in the sole discretion of the organization, including any designation of categories of animals most in need.

B. Purpose of Petco Love investment

Petco Love makes grant investments in organizations that work to make the most significant impact possible with the support provided by Petco Love. Petco Love desires to support and encourage the work of those organizations that work together in an effort to create a nation where no animal is needlessly euthanized, where domestic animals can be trained to provide service to people and organizations in need, and where all domestic animals can be healthy and find lifelong homes and lifesaving medical care.

Accordingly, Petco Love agrees to make the Investment to Grantee pursuant to the terms of this Agreement. Grantee agrees that the Investment will be used solely for the purposes described in the Grant Letter, and may not be used for any other purpose without Petco Love's prior written approval.

C. Investment Amount and Use

Petco Love agrees to make the Investment to Grantee in the amount stated in the Grant Letter. The Investment will be payable as set forth in the Grant Letter.



If Grantee is a university or a governmental entity, division, or department, Grantee agrees that the Investment will not be used for the general operating purposes or account of the university or entity but will be (1) deposited in a separate account for use as specified herein; or (2) if no such separate account exists, will be segregated for record-keeping purposes and designated for use as specified herein.

If Grantee is a governmental entity, division, or department, Grantee agrees that the Investment will not be used in any way to decrease the allocation or budget of governmental funds for any animal welfare purpose.

Section 2. Representation and Warranties of Grantee

- A. Grantee is (1) a nonprofit corporation organized and operated for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or (2) a governmental entity, division or department; and Grantee will use the Investment described herein solely for the exempt purposes stated in Section 1 above.
- B. Grantee is duly organized and validly existing under the laws of its state of incorporation or organization and has all requisite power and authority to conduct its business as now conducted and maintains all licenses, permits, and registrations and has satisfied all similar requirements necessary for its lawful operation.
- C. Grantee is in compliance with all applicable local, state and federal laws, regulations and other requirements.
- D. There are no claims, investigations, or proceedings in progress, pending or threatened against Grantee which, if determined adversely, would have a material effect on Grantee's ability to fulfill its obligations pursuant to this Agreement and there are no claims, investigations or proceedings in progress, pending or threatened against Grantee which involve animal neglect or abuse.
- E. All information and materials contained in Grantee's applications to Petco Love for funds granted pursuant to this Agreement are true and correct in all material respects.

Section 3. Additional Covenants of Grantee

- A. Any public messaging conducted or authorized by Grantee that includes information about Petco Love and/or its support will promote a positive message about helping animals and saving lives. Neither Grantee nor any of its representatives will disparage or speak negatively or take any action intended, or which would reasonably be expected, to harm Petco Love or its reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity for Petco Love.



- B. You will notify Petco Love of any leadership change of the executive director, CEO or similar titled leadership role.
- C. In the reports under Section 6 below, Grantee will certify to Petco Love that all representations and warranties shall be true and correct in all material respects. or of any leadership change or any other material change in Grantee's operations and staffing.

Section 4. Conditions to Grant Investment payments to Grantee

- A. All Representations and Warranties in Section 2 are true and correct in all material respects;
- B. Grantee shall have performed and complied with all covenants, agreements, obligations, and conditions contained in this Agreement including but not limited to the timely filing of all reports required under Section 6 below if applicable; and
- C. Grantee has progressed towards achievement of the purposes described above, as determined in Petco Love's sole discretion.

Section 5. Use of Content for Promotion/Publicity

Grantee hereby grants to Petco Love a worldwide, royalty-free, non-exclusive, non-transferrable licenses to copy, distribute, display, perform in all media now known or later developed: (A) Grantee's name and logo, as applicable; and (B), any photographs, videos, text, images, and other content provided by the Grantee to Petco Love pursuant to this Agreement (the "Grantee Content") solely in furtherance of the charitable and educational purposes of Petco Love, for the duration of the Grant Investment Period plus a period of three (3) years following the end of the Grant Investment Period. Grantee shall be responsible for obtaining all necessary rights from third parties with respect to the grant of such license and the use by Petco Love of the Grantee Content.

If Petco Love wishes to create content (whether photographs, videos, text, images, and other content) about Grantee (and its programs, facilities, operations, and related individuals) solely in furtherance of the charitable and educational purposes of Petco Love, Petco Love will retain all rights, including copyrights and other intellectual property rights, in the Petco Love Grantee Content so created and, upon request, Grantee will obtain releases and other permissions (in favor of Petco Love) and provide copies of such releases or permission to Petco Love.

Grantee may promote itself as a partner of Petco Love and, if Petco Love has given prior approval, use Petco Love's name and logo in connection with such promotion in accordance with Petco Love's trademark guidelines as may be provided from time to time. Such approval from Petco Love must be in writing (including by email) from an authorized representative and will not be unreasonably withheld. If Petco Love requests, Grantee will submit examples of proposed



uses of Petco Love name and trademarks contemplated under this Agreement before use to permit review and approval.

Each party will ensure that the names and/or logos used in accordance with this section will bear appropriate copyright and trademark notices or legends as provided by the owner. Except as expressly permitted in this section, neither party has any rights to use (or rights otherwise in or to) any trademarks, copyrights, trade names, logos, slogans, designs, labels, titles, or insignias now or hereafter owned, adopted, or used by the other party except with the prior written consent of the owning party. All use of the marks by the licensed party will inure to the benefit of the party granting such license.

Section 6. Grantee Reporting

Grantee agrees to access Petco Love online Partner Portal at least annually to review all Grantee contact information, including all business and mailing addresses, and all individual contact information and to correct all such information by completing the appropriate information correction form in the Portal.

Any Grantee that conducts pet adoptions agrees to access Petco Love online Partner Portal and complete Annual Data Reports during the Investment Period and for a period of three (3) years following the Investment Period as well as any Interim or Final reports assigned to the grant. Reporting may include: continued disclosure of information similar to the information provided by Grantee in its initial grant application to Petco Love, information regarding the number of animals cared for or served (as applicable), the Grantee's operations and financial condition, the specific uses of Investment funds and any other information as may be reasonably requested by Petco Love.

Section 7. Confidentiality

Subject to the requirements of Grantee's state or local public information statutes, each party agrees that it will not at any time: (A) disclose any "Confidential Information" of the other party to any third party (except for legal and financial advisors who are advised of the confidential nature of this Agreement); or (B) use the other party's Confidential Information for any purpose other than fulfilling its obligations under this Agreement. Except as set forth below, "Confidential Information" means all nonpublic information of a party, including, but not limited to, any product formulas, business or marketing plans, and other information of a nonpublic or proprietary nature. Confidential Information does not include any information which (i) was publicly available at the time of disclosure, (ii) becomes publicly available after disclosure through no fault of the recipient party, (iii) was in the recipient party's possession as evidenced by its written record prior to disclosure by the disclosing party, and was not subject to an earlier confidential relationship, or (iv) was rightfully acquired by the recipient party after disclosure from a third party who was lawfully in possession of the information and was under no obligation to the disclosing party to maintain its confidentiality. Any information submitted by Grantee to Petco Love as required



herein or in connection with any other grant investment by Petco Love to Grantee, including any grant application, any required reports of Grantee, or any other related correspondence, will become the property of Petco Love and is not considered Confidential Information. Petco Love may use such information as it deems appropriate in its sole discretion and nothing herein prohibits use of such information.

The terms of this Agreement shall remain in strict confidence and Grantee will not disclose such terms to third parties (other than legal and financial advisors who are advised of the confidential nature of this Agreement) except with prior written consent Petco Love.

In the event that a party becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, that party will provide the other party with prompt, prior written notice of such requirement so that the party seeking protection of the Confidential Information may seek a protective order or other appropriate remedy at their own expense and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or the other party waives compliance with the provisions hereof, then the disclosing party agrees to furnish only that portion of the Confidential Information which it is advised in writing by its counsel is legally required, and to exercise its best efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded any such disclosures.

The terms and conditions of this section will survive the termination and/or expiration of this Agreement.

Section 8. Termination of Investment

Petco Love retains the right to terminate the Investment if in its sole discretion it determines that: (1) Grantee will not be able to achieve the purposes of the Investment, (2) Grantee experiences any leadership loss or change including but not limited to the executive officer, (3) Grantee commits any act, takes, or is the subject of any action which might bring Grantee into public disrepute, contempt, scandal, or ridicule, or which might reflect unfavorably on Petco Love because of its relationship with Grantee, (4) or that Grantee has failed to materially comply with the terms of this Agreement. In the event of such termination, Grantee will return any unexpended Investment funds upon the request of Petco Love and Petco Love will have no further funding obligation.

Section 9. Future Funding

Grantee acknowledges that Petco Love is not making any representations regarding future funding of Grantee, other than as specified herein.



Section 10. Amendments

No amendment of this Agreement is valid unless such amendment is in writing and signed by each of the parties hereto.

Section 11. Assignment; Binding Effect

This Agreement may not be assigned by either of the parties hereto without prior written consent of the other party. Except as provided herein, the terms and conditions of this Agreement will extend to, bind and inure to the benefit of the parties and their respective successors and assigns, if permitted.

Section 12. Compliance

The parties represent that they will comply with all applicable federal, state and local laws and regulations governing the performance of this Agreement by the parties.

Section 13. Indemnification

To the extent permitted by law, grantee hereby covenants and agrees to indemnify, save and hold Petco Love free, clear and harmless from any and all liability, loss, costs, charges, penalties, obligations, expenses, attorney's fees, litigation, judgments, damages, claims and demands of any kind whatsoever in connection with or arising out of the Investment. Grantee's covenants under this paragraph will survive termination of this Agreement.

Section 14. Miscellaneous

Each party acknowledges participation in the formation of this Agreement and fully understands all terms and conditions provided herein.

This Agreement and all claims arising out of or relating thereto will be governed by the laws of the State of California, exclusive of its choice of law rules.

The address for notifications to Petco Love is:

Petco Love
654 Richland Hills Drive
San Antonio, TX 78245

The address for notifications to Grantee is Grantee's address as stated in the Grant Letter.

This Agreement constitutes the entire agreement between the parties and supersedes any and all prior written or oral agreements and understandings between the parties.

**BOARD OF
ANIMAL SERVICES
COMMISSIONERS**

LARRY GROSS
PRESIDENT

OLIVIA E. GARCIA
VICE PRESIDENT

COMMISSIONERS

JILL COHEN

ALISA FINSTEN

JOSE SANDOVAL

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

TAMMY WATSON
ASSISTANT GENERAL MANAGER
Administration

ANNETTE G. RAMIREZ
INTERIM ASSISTANT GENERAL ANAGER
Lifesaving

DR. JEREMY PRUPAS
CHIEF VETERINARIAN

Report to the Board of Animal Services Commissioners

MEETING DATE: April 13, 2021

PREPARED BY: Brenda Barnette

REPORT DATE: April 7, 2021

TITLE: General Manager

SUBJECT: RECOMMENDATION TO SUPPORT SENATE BILL NO. 344 (HERTZBERG) – PET ASSISTANCE AND SUPPORT PROGRAM FOR PEOPLE EXPERIENCING HOMELESSNESS

BOARD ACTION RECOMMENDED:

1. **SUPPORT** State Senate Bill No. 344 (Hertzberg) – Develop and Administer a Program to Award Grants to Qualified Homeless Shelters, as described, for the Provision of Shelter, Food, and Basic Veterinary Services for pets owned by people experiencing homelessness; and
2. **AUTHORIZE** staff to transmit this recommendation to the Mayor and City Council for consideration of adoption in the form of a Resolution by the City Council with the concurrence of the Mayor.

BACKGROUND:

In February 2021, State Senator Hertzberg introduced Senate Bill 344 (SB 344) which would require the Department of Housing and Community Development to develop and administer a program to award grants to qualified homeless shelters, as described, for the provision of shelter, food, and basic veterinary services for pets owned by people experiencing homelessness. The bill would authorize the department to use up to 5% of the funds appropriated in the annual Budget Act for those purposes for its costs in administering the program.

SUMMARY:

The Department recognizes the importance of animal companionship for people regardless of their economic status and has taken strides in decreasing barriers which may hinder animal ownership, and has sought to find ways to provide services to people who may be experiencing homelessness. The Department has programs such as the Pet Food Pantry and the Pet Retention Plan to assist

"Creating a Humane LA"

AN EQUAL OPPORTUNITY EMPLOYER

Visit our website at www.LAAnimalServices.com

Report to the Board of Animal Services Commissioners
SUBJECT: RECOMMENDATION TO SUPPORT SENATE BILL NO. 344 (HERTZBERG) – PET ASSISTANCE AND SUPPORT PROGRAM FOR PEOPLE EXPERIENCING HOMELESSNESS

pet owners in need. Additionally, the Department partners with many non-profit organizations to provide services such as free or low cost spay and neuter services for animals whose owners are homeless. SB 344 would be an added resource for people experiencing homelessness in the City of Los Angeles. These services are beneficial for not only the animals, but their owners who would not be required to abandon their pets in exchange for shelter and assistance.

FISCAL IMPACT:

The support of SB 344 does not impact the General Fund.

Approved:



Brenda F. Barnette, General Manager

Attachment: SB 344

BOARD ACTION:

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

AMENDED IN SENATE MARCH 22, 2021

SENATE BILL

No. 344

Introduced by Senator Hertzberg

(Coauthors: Senators Caballero and Wiener)

(Coauthors: Assembly Members Gabriel, Mullin, and Quirk-Silva)

February 9, 2021

An act to add ~~Section 50491 to Chapter 3.6~~ (commencing with Section 50535) to Part 2 of Division 31 of the Health and Safety Code, relating to homeless shelters.

LEGISLATIVE COUNSEL'S DIGEST

SB 344, as amended, Hertzberg. ~~California Emergency Solutions and Housing Program: grants: homeless shelters: Homeless shelters grants: pets and veterinary services.~~

Existing law establishes the California Emergency Solutions and Housing Program, under the administration of the Department of Housing and Community Development and requires the department to, among other things, provide rental assistance and housing relocation and stabilization services to ensure housing affordability to people who are experiencing homelessness or who are at risk of homelessness.

This bill would require the department to develop and administer a program to award grants to qualified homeless shelters, as described, for the provision of shelter, food, and basic veterinary services for pets owned by people experiencing homelessness. *The bill would authorize the department to use up to 5% of the funds appropriated in the annual Budget Act for those purposes for its costs in administering the program.*

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: no.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares all of the following:

(a) California is experiencing increased homelessness.

(b) According to Pets of the Homeless, of the 3,500,000 Americans who are homeless, 5 to 10 percent have dogs or cats.

(c) Many shelters, motels, and other assisted housing programs do not permit animals on their property, pushing potential recipients to live in cars, recreational vehicles (RVs), and tent camps.

(d) Being asked to abandon a pet is a major barrier to engaging homeless persons to use services and is emotionally draining to an already vulnerable population.

(e) Pets provide warmth, security, and companionship to many who sleep on the streets. Pets also provide a type of normalcy, as providing food and water for their pets helps some homeless persons connect with reality.

(f) After surrendering a pet, owners reunite with their dogs only 15 percent of the time, while 60 percent or more of animals are left in the animal shelter system and most will die.

(g) By providing services for pets whose owners are without a home, both ends of the leash would be getting needed assistance. More homeless people in need would be inclined to obtain medical and living assistance, and the conditions for their pets would be improved.

~~SEC. 2. Section 50491 is added to the Health and Safety Code, to read:~~

~~50491. (a) The department shall develop and administer a program to award grants to qualified homeless shelters for the provision of shelter, food, and basic veterinary services for pets owned by people experiencing homelessness.~~

~~(b) In selecting recipients for grants, the department shall consider whether a qualified homeless shelter was developed using a streamlined approval process.~~

~~(c)~~

~~For purposes of this section, a “qualified homeless shelter” means a homeless shelter that meets all of the following conditions:~~

~~(1) It has rules of conduct and responsibility regarding pets and their owners.~~

- 1 *(commencing with Section 11340) of Part 1 of Division 3 of Title*
- 2 *2 of the Government Code).*

O



Atlanta • Kanab • Los Angeles • New York City • Northwest Arkansas • Salt Lake City

28 February 2021

Senator Robert M. Hertzberg
Senate Majority Leader
State Capitol, Room 313
Sacramento, CA 95814

RE: SUPPORT for SB 344 (Hertzberg) – Supporting Both Ends of the Leash, As Introduced on February 9th, 2021

Dear Senator Hertzberg:

On behalf of Best Friends Animal Society and our members, supporters and partners throughout California, I am pleased to offer support for Senate Bill 344 (Hertzberg), which builds on the success of the Pet Assistance and Support (PAS) Program of 2019 by creating a permanent grant program for homeless shelters providing shelter, food, and basic veterinary services for pets of the homeless.

People love their pets and consider them to be a part of the family, and Best Friends is committed to eliminating barriers that lead to pets being separated from their families. In fact, the human-animal bond is so strong that many people experiencing homelessness will not access services like emergency shelter if their pets cannot accompany them. Homeless service providers who embrace pet-inclusive programs increase opportunities for engagement with some of the most vulnerable individuals and families in their communities; conversely, providers who do not provide pet-inclusive services risk perpetuating homelessness in their communities.¹

While the 2019 PAS Program was a great initial step in reducing barriers for pet owners experiencing homelessness, its one-time \$5 million allocation only stretched far enough to support 28 of the 49 shelters that applied. Meanwhile, pet ownership continues to represent a major obstacle to accessing shelter among unsheltered homeless adults. By providing further support for the PAS Program, we provide for individuals who otherwise would not receive essential services such as medical and living assistance, which are all the more important in the midst of this pandemic.

For the reasons stated above, Best Friends Animal Society strongly supports SB 344 (Hertzberg), and we thank you for your leadership on this important issue.

Respectfully,

Elizabeth Oreck
National Manager, Housing Initiatives
Best Friends Animal Society
elizabetho@bestfriends.org

¹ Improving Outcomes in Homelessness: Keeping Pets and People Together (National Alliance to End Homelessness and PetSmart Charities, Inc. 2020)



Santa Cruz County Animal Shelter

1001 Rodriguez St., Santa Cruz, CA 95062
580 Airport Boulevard, Watsonville, CA 95076
Phone: (831) 454-7200 Fax: (831) 454-7210

Melanie Sobel
General Manager

March 8, 2021

Senator Robert M. Hertzberg
Senate Majority Leader
State Capitol, Room 313
Sacramento, CA 95814

RE: SUPPORT for SB 344 (Hertzberg) – Supporting Both Ends of the Leash, As Introduced on February 9th, 2021

Dear Senator Hertzberg:

On behalf of Santa Cruz County Animal Shelter, I write in strong support of Senate Bill (SB) 344 (Hertzberg), which builds on the success of the Pet Assistance and Support (PAS) Program of 2019 by creating a permanent grant program for homeless shelters providing shelter, food, and basic veterinary services for pets of the homeless.

Santa Cruz County Animal Shelter is our community's only open-admission shelter which welcomes every animal in need. Our goal is to be a humane resource for the community by providing a safety net and second chance for local animals in need. In Santa Cruz County, we have an ongoing housing crisis, causing people to live on the street without adequate resources for themselves or their pets. It is heartbreaking for both person and animal to have to break the human-animal bond due to not having basic necessities. Additionally, housing people and their animals separately is much more stressful for both parties and adds an additional burden to already overstretched animal shelters.

According to the nonprofit Pets of the Homeless, an estimated five to ten percent of Americans experiencing homelessness own a dog or a cat. Further, the British Journal of Occupational Therapy stipulates pets provide warmth, security, and companionship to many unsheltered people. Some also suggest caring for a pet provides a much needed feeling of normalcy; for many people, the simple act of providing food and water to their pet may even help keep their humanity intact.

Unfortunately, many unsheltered individuals refuse housing and services if doing so requires them to abandon their animal companion. This happens all too often: a majority of shelters, motels and other assisted housing programs do not permit animals on their property, pushing potential beneficiaries to live on the street, in their cars or RVs, and in tent camps. Further, the Seattle University School of Law's Homeless Rights Advocacy Project found that if owners

decide to indeed surrender their pet in order to receive shelter, they are reunited with their pets only 15 percent of the time.

While the 2019 PAS Program was a great initial step in reducing barriers for pet owners experiencing homelessness, its one-time \$5 million allocation only stretched far enough to support 28 of the 49 shelters that applied. Meanwhile, pet ownership continues to represent a major obstacle to accessing shelter among unsheltered homeless adults. By providing further support for the PAS Program, we provide for individuals who otherwise would not receive essential services such as medical and living assistance, which are all the more important in the midst of this pandemic.

For the reasons stated above, Santa Cruz County Animal Shelter strongly supports SB 344 (Hertzberg).

Respectfully,



Melanie Sobel
General Manager



Senate Bill 344

Supporting Both Ends of the Leash

As Amended March 22, 2021

SUMMARY

SB 344 builds on the success of the Pet Assistance and Support (PAS) Program of 2019 by requiring the Department of Housing and Community Development (HCD) to develop and administer a program that awards grants to homeless shelters to serve the needs of pets for people experiencing homelessness, including shelter, food, and basic veterinary services.

ISSUE

The impact of the COVID-19 pandemic on individuals experiencing homelessness is creating a “crisis within a crisis” for our state’s most vulnerable communities. On any given night in California, at least 150,000 people are without a home. Additionally, a 2020 homeless point-in-time count estimates 66,436 homeless people are living within Los Angeles County, and 41,290 are living within the City of Los Angeles. These are increases of 12.7 percent and 16.1 percent, respectively, from 2019.

According to the nonprofit Pets of the Homeless, an estimated five to ten percent of Americans experiencing homelessness own a dog or a cat. Further, the [British Journal of Occupational Therapy](#) stipulates pets provide warmth, security, and companionship to many unsheltered people. Some also suggest caring for a pet provides a much needed feeling of normalcy; for many people, the simple act of providing food and water to their pet may even help keep their humanity intact.

Unfortunately, many unsheltered individuals refuse housing and services if doing so requires them to abandon their animal companion. This happens all too often: a majority of shelters, motels and other assisted housing programs do not permit animals on their property, pushing potential beneficiaries to live on the street, in their cars or RVs, and in tent camps. Further, the Seattle University School of Law’s Homeless Rights Advocacy Project found that if owners decide to indeed surrender their pet in order to receive shelter, they are reunited with their pets only 15 percent of the time.

While the 2019 PAS Program was a great initial step in reducing barriers for pet owners experiencing homelessness, its one-time \$5 million allocation only stretched far enough to support 28 of the 49 shelters that applied. Meanwhile, pet ownership continues to represent a major obstacle to accessing shelter among unsheltered homeless adults. By providing further support for the PAS Program, we provide for individuals who otherwise would not receive essential services such as medical and living assistance, which are all the more important in the midst of this pandemic.

SB 344 (HERTZBERG)

SB 344 creates a permanent grant program for homeless shelters providing shelter, food, and basic veterinary services for pets of the homeless. Shelters must establish certain requirements, such as rules of conduct and responsibility regarding pets and their owners, crating or kenneling either near bunks or in a separate area, and food for both people and pets. The shelter would also need to have access to the services of a veterinarian, including spay and neutering services.



SUPPORT

Alliance for Community Transformations
American Society of the Prevention of Cruelty to Animals (ASPCA)
Best Friends Animal Society
California Partnership to End Domestic Violence
Feeding Pets of the Homeless
Five Keys Schools and Programs
Friends of Front Street Center
Housing California
Humane Society of the United States
League of California Cities
Mars Incorporated
Mars Petcare
PalsNPets
People Assisting The Homeless (PATH)
San Diego Humane Society
San Francisco SPCA
Santa Cruz County Animal Shelter
Social Compassion In Legislation
Stanislaus Animal Service Agency



March 5, 2021

Senator Robert M. Hertzberg
Senate Majority Leader
State Capitol, Room 313
Sacramento, CA 95814

RE: SUPPORT for Senate Bill 344 (Hertzberg) – Supporting Both Ends of the Leash

Dear Senator Hertzberg:

On behalf of San Diego Humane Society, I write to thank you for introducing Senate Bill 344, which builds on the success of the state's Pet Assistance and Support (PAS) Program of 2019 by creating a permanent grant program for homeless service providers who offer shelter, food, and basic veterinary services for pets of the homeless.

San Diego Humane Society offers a number of programs to support pet guardians in need, including our low cost vaccination and microchip clinic, community pet pantry, eviction and housing support and financial assistance for veterinary care. Since the start of the COVID-19 pandemic on March 11, 2020, our organization has handed out 2 million free pet meals to families who are hurting.

At least 9,000 people are experiencing homelessness every night in San Diego. Of those, nearly 5,000 men, women and children lie down to sleep each night on sidewalks, in doorways, canyons and alleys. Some choose to live in their car for lack of pet friendly or affordable housing. San Diego Humane Society helps people keep their pets and we believe home is with their human.

According to the nonprofit Pets of the Homeless, an estimated five to ten percent of Americans experiencing homelessness own a dog or a cat. Further, the *British Journal of Occupational Therapy* stipulates pets provide warmth, security, and companionship to many unsheltered people. Some also suggest caring for a pet provides a much-needed feeling of normalcy; for many people, the simple act of providing food and water to their pet may even help keep their humanity intact.

Unfortunately, many unsheltered individuals refuse housing and services if doing so requires them to abandon their animal companion. This happens all too often: a majority of shelters, motels and other assisted housing programs do not permit animals on their property, pushing potential beneficiaries to live on the street, in their cars or RVs, and in tent camps. Further, the Seattle University School of Law's Homeless Rights Advocacy Project found that if owners decide to indeed surrender their pet to receive shelter, they are reunited with their pets only 15 percent of the time.

While the 2019 PAS Program was a great initial step in reducing barriers for pet owners experiencing homelessness in a number of California communities, its one-time \$5 million allocation only stretched far enough to support 28 of the 49 service providers that applied. Meanwhile, pet ownership continues to represent a major obstacle to accessing shelter among unsheltered homeless adults. By codifying and providing further support for the PAS Program, the state can provide for individuals who otherwise would not receive essential services such as medical and living assistance, which are even more important during this pandemic.

For the reasons stated above, San Diego Humane Society strongly supports SB 344. Please let us know how we can help ensure its success.

Respectfully,

Gary Weitzman, DVM, MPH, CAWA
President and CEO

SAN DIEGO HUMANE SOCIETY

5500 Gaines St., San Diego, CA 92110

Campus locations in El Cajon, Escondido, Oceanside, Ramona and San Diego

cc: Jennifer Fearing
Fearless Advocacy

SDHUMANE.ORG | 619-299-7012