



BOARD OF ANIMAL SERVICES COMMISSIONERS
CITY OF LOS ANGELES

REGULAR MEETING AGENDA
Tuesday, April 26, 2022
9:30 A.M.

Dial (669) 900-6833 to Join the Meeting and use Webinar ID No. 961 2656 3941 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 State Assembly Bill 361 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. 961 2656 3941 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: DI 213139 WV

Appellant: Randall Robart

West Valley Animal Services Center: Lt. Julian

Complaining Witness: Lenay Golden

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)

- A. Request by the Tarzana Neighborhood Council that the Department offer free dog training to people who adopt from City shelters (Information Item)

3. COMMISSION BUSINESS

- A. Findings to Continue Teleconference Meetings Pursuant to Assembly Bill 361 / Government Code Section 54953(e)(3) (Action Item; Public comment limited to one minute per speaker)

Determination in accordance with AB 361 [Government Code Section 54953(e)(3)] that, while the state of emergency due to the COVID-19 pandemic, as originally proclaimed by the Governor on March 4, 2020, remains active and state or local officials have imposed or recommended measures to promote social distancing, the Board has reconsidered the circumstances of the state of emergency and that the state of emergency continues to directly impact the ability of the Board members to meet safely in person and state or local officials continue to impose or recommend measures to promote social distancing.

- B. Approval of Minutes for the Meeting of April 12, 2022 (Action Item; Public comment limited to one minute per speaker)

4. ORAL REPORT OF THE GENERAL MANAGER

5. COMMISSIONERS' ORAL REPORTS AND FUTURE AGENDA ITEMS

6. BOARD REPORTS

- A. Acceptance of a \$75,000 Donation from Petco Love into the Animal Welfare Trust Fund for Charitable Purposes of the City of Los Angeles Department of Animal Services (Action Item; Public comment limited to one minute per speaker)
- B. Acceptance of a \$50,000 Grant from Maddie's Fund into the Animal Welfare Trust Fund for Los Angeles Animal Services Lifesaving Programs (Action Item; Public comment limited to one minute per speaker)
- C. Approve a New Memorandum of Agreement (MOA) to Continue to Provide Animal Care and Control Services to the City of Beverly Hills (Action Item; Public comment limited to one minute per speaker)
- D. Approval of Letters of Agreement with FixNation, Quality Animal Clinic, and Amazing Small Animal Practice for Participation in the Citywide Cat Program to Provide Spay/Neuter Services for Free-Roaming Cats (Action Item; Public comment limited to one minute per speaker)
- E. Oral Report on the Shelter Operations at North Central (Information Item; Public comment limited to one minute per speaker)
- F. Phone Report Update (Information Item; Public comment limited to one minute per speaker)

7. ADJOURNMENT

Next Regular Meeting is scheduled for 9:30 a.m., May 10, 2022

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 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**

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ANNETTE G. RAMIREZ
INTERIM GENERAL MANAGER

CURTIS R. WATTS
ASSISTANT GENERAL MANAGER
Administration

DR. JEREMY PRUPAS
CHIEF VETERINARIAN

NOTIFICATION OF ADMINISTRATIVE APPEAL HEARING

To Be Held: Tuesday, April 26, 2022, 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: DI 213139 WV**
Appellant: Randall Robart
West Valley Animal Services Center: Lt. Julian
Complaining Witness: Lenay Golden

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. 961 2656 3941, 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

City-Provided Dog Training

Tarzana Neighborhood Council Meeting, March 22, 2022¹

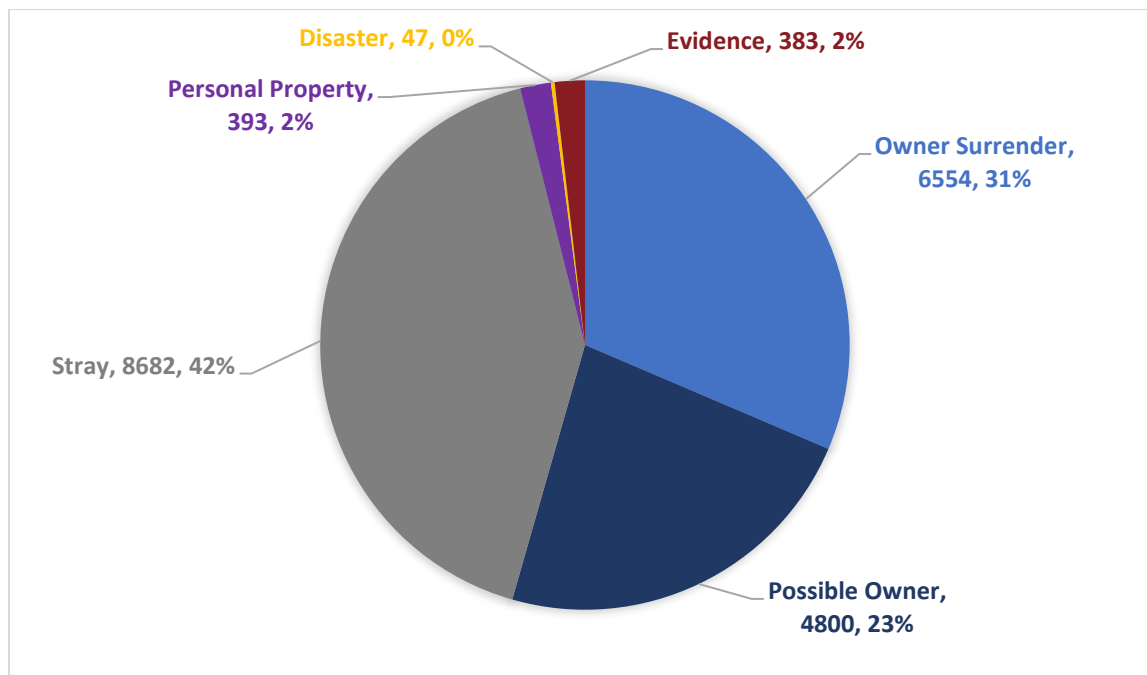
By Michelle Cornelius, Member of the Tarzana Neighborhood Council Animal Welfare Committee

We are requesting that LA Animal Services (LAAS) consider offering free dog training to people who adopt from City shelters. The money for this would come from the Animal Welfare Trust Fund (AWTF).

ANALYSIS OF DOG INTAKE DATA FROM 2019

Figure 1.

INTAKES BY TYPE IN 2019

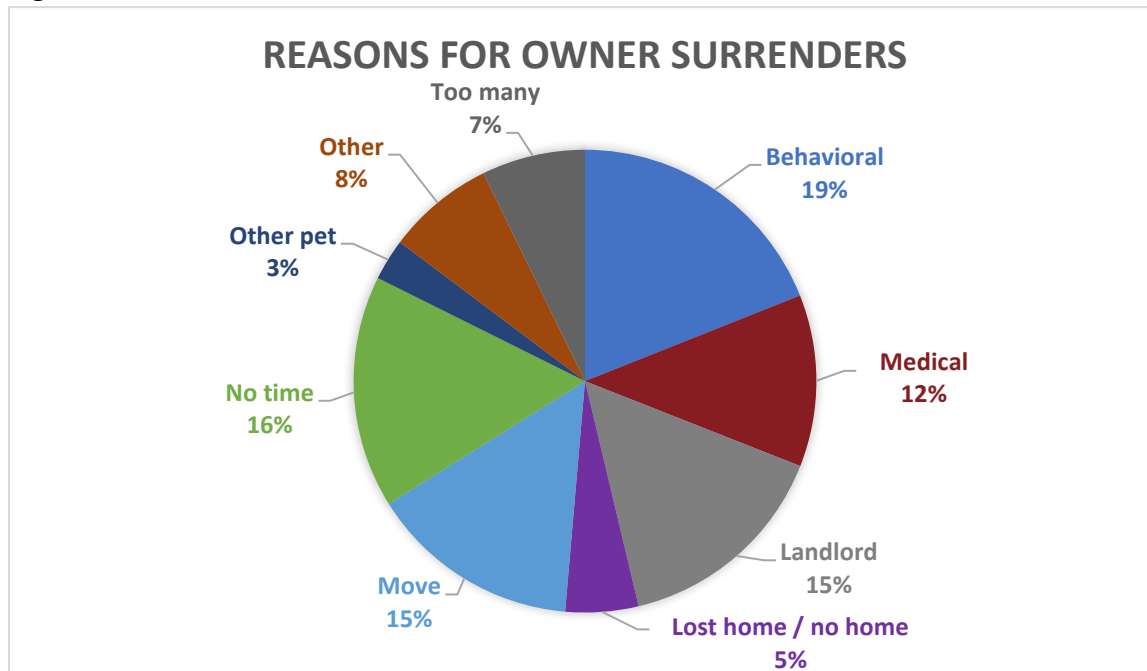


TOTAL LIVE INTAKES: 20,859

For the owner surrenders where a reason was given, 19% (or 1,080 dogs) were surrendered due to behavior problems which was the highest of any category; the next highest was “no time” at 16% (see Figure 2 on the next page).

¹ Minor revisions have been made for purposes of clarity and the Appendix at the end of the document provides some additional charts, tables, and other information not presented to the Tarzana Neighborhood Council.

Figure 2.



Behavioral = aggressive towards people, children or other animals, destructive, escapes, hyper, timid, too vocal (It is important to stress that we are not advocating that training be provided for dogs deemed dangerous to people, especially children, in lieu of bringing them into the shelter. For dog owners who are concerned about aggressive behavior, a determination should be made on a case-by-case basis as to whether training is an appropriate alternative to surrendering their animal.)

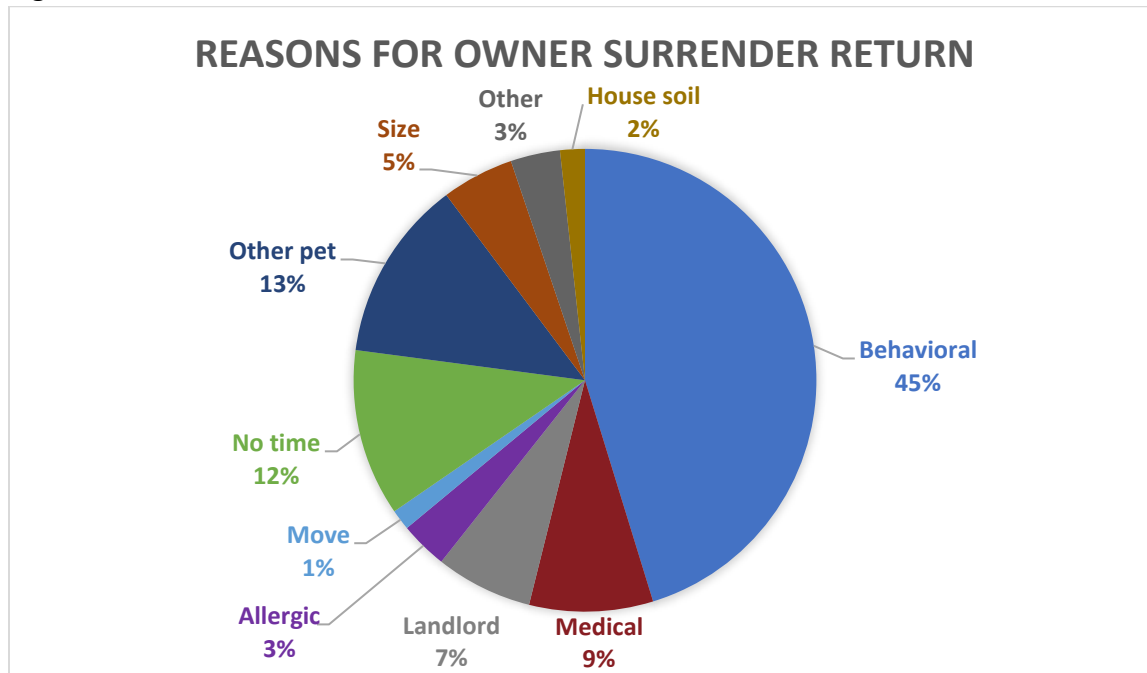
Medical = cost, illness, injured

Other = Age, allergic (to dog), died (pet died), divorce, house soil, investigation, new baby, no protect, owner died, sheds, wrong sex, size

For the owner surrender **returns**,² 45% (or 314 dogs) were returned for behavior problems which was the highest of any category; the second highest was "other pet" which was 13% (see Figure 3 on the next page).

² Owner surrender returns are dogs who were adopted from a City shelter and returned.

Figure 3.



There were 769 owner surrender returns; no reason was given for 75 of them.

Behavioral = aggressive towards people, children or other animals, destructive, escapes, hyper, timid, too vocal (It is important to stress that we are not advocating that training be provided for dogs deemed dangerous to people, especially children, in lieu of bringing them into the shelter. For dog owners who are concerned about aggressive behavior, a determination should be made on a case-by-case basis as to whether training is an appropriate alternative to surrendering their animal.)

Medical = cost, illness, injured

Other = age, new baby, no protect, lost home / no home, sheds, too many, wrong sex

Dogs with behavioral notes stay in the shelter longer

While small dogs are adopted more quickly than larger dogs, dogs of all sizes without negative behavioral notes are adopted more quickly than dogs with bad behavioral notes:

- For small dogs (under 20 lbs.), 92% without bad behavior notes are adopted or rescued within 14 days of becoming available for adoption; for small dogs with bad notes, 75% leave the shelter within 14 days.
- For medium dogs (21-50 lbs.), 87% without bad behavior notes are adopted or rescued within 14 days of becoming available for adoption; for medium dogs with bad notes, 58% leave the shelter within 14 days.
- For large dogs (>51 lbs.), 59% without bad behavior notes are adopted or rescued within 14 days of becoming available for adoption; **for large dogs with bad notes, only 13% leave the shelter within 14 days.**

Importance of training

According to Dr. Sophia Yin, dog training needs to be more than simply teaching a dog a few simple commands like sit, stay, lie down, and heel; it should also “help train leadership and communication in humans and impulse control in dogs” (Yin 2012). Since most dog aggression is due to fear and anxiety (Yin 2009), this type of training can help prevent dog bites by helping owners recognize fear in their dog’s body language (Yin 2011). It can also eliminate other undesirable behaviors like those associated with separation anxiety (Yin 2012).

How training can help LAAS

Everyone benefits when dogs and their owners complete training classes. The dog is more well behaved resulting in a less stressful home environment, making it less likely that a dog will be returned or surrendered due to behavior issues.

We are requesting that the City provide vouchers to adopters and rescues to cover the cost of dog training. The vouchers could be paid for using donations from the AWTF so it would not affect the City’s General Fund. Due to limited resources (both financial and staff), it is likely the department will only be able to provide vouchers to people who adopt dogs with behavior issues and owners who are considering returning or surrendering their dog due to behavior problems. (If the program is successful and there is enough money in the AWTF, then the program can be expanded to offer vouchers to everyone who adopts a dog from LAAS.)

Amount of unrestricted funds in the AWTF as of December 2021: \$2.4 million.

Importance of using positive reinforcement training

According to the American Veterinary Society of Animal Behavior, the most effective and humane training is rewards-based (positive reinforcement); adverse training has negative long-term effects, is less effective and harms the dog-human relationship. Therefore, any approved trainers should only be using rewards-based training.³

Benefits:

Overall, the goal of this proposal is to reduce owner surrenders, adoption returns, and dog bites. Fewer animals in the shelter makes it less stressful for staff, volunteers, and the animals and makes it possible for the dogs who are in the shelter to get out of their kennels more frequently for exercise. This would lead to calmer dogs in the kennels which improves their kennel presentation to prospective adopters. Additionally, if fewer animals are in the shelter it allows for more time to network animals with medical or behavioral issues; when the shelters are at capacity, these animals are at very high risk of being euthanized. Furthermore, if staff

³ Aversive techniques are things like shock collars and physical punishment; simply telling a dog “no” is not considered an aversive technique.

are overwhelmed and exhausted, they have less time to provide service to the public and they may be at higher risk for workplace injuries.

Cost:

Six-week group classes at some of the large pet stores range from \$139-149 and four hours of private training is \$219.⁴ Some trainers may be willing to provide bulk discounts to LAAS.

Summary:

Many adopters do not realize the importance of dog training and may only understand its value once they have completed the program. By offering training for free, more owners will take their dog to training classes. City-provided training could help shelters place dogs with behavioral issues as well as reduce the number of dogs returned or surrendered to the shelter due to behavior issues.

References

American Veterinary Society of Animal Behavior, 2021. "[Position Statement on Human Dog Training](#)"

Yin, Sophia [Preventing Dog Bites – Dr. Sophia Yin \(drsophiayin.com\)](#) May 17, 2009.

Yin, Sophia. [Preventing Dog Bites: Stop Dog Aggression Before It Starts – Dr. Sophia Yin \(drsophiayin.com\)](#) August 14, 2011.

Yin, Sophia. [The Learn to Earn Program: Developing Leadership in Humans and Impulse Control in Dogs – Dr. Sophia Yin \(drsophiayin.com\)](#) February 5, 2012

Yin, Sophia. [Dog Training Classes Can and Should Be More than Sit, Stay, Stand – Dr. Sophia Yin \(drsophiayin.com\)](#) April 6, 2012.

Yin, Sophia. [Separation Anxiety – Canine Style – Dr. Sophia Yin \(drsophiayin.com\)](#) June 18, 2012.

⁴ Private training may be needed for dogs who do not get along with other dogs.

Appendix

Additional information for the Board of Animal Services Commissioners
(Not presented to the Tarzana Neighborhood Council)

Measuring success of the program:

- Success can be measured by comparing the number of behavior dogs adopted and returned within a certain time frame before and after implementation.
- The number of owners who opt for training in order to keep their dog and do not surrender their dog to the shelter. Surveys can be sent to owners asking whether they thought the training was useful in resolving the problem, making adjustment to a new home easier, and helping create a healthy human-dog bond.

Fundraising:

Owners who receive vouchers can be placed into a database and they can be included in future fundraising appeals; if the owners found the training useful, hopefully they would be willing to make a donation to keep the program going.

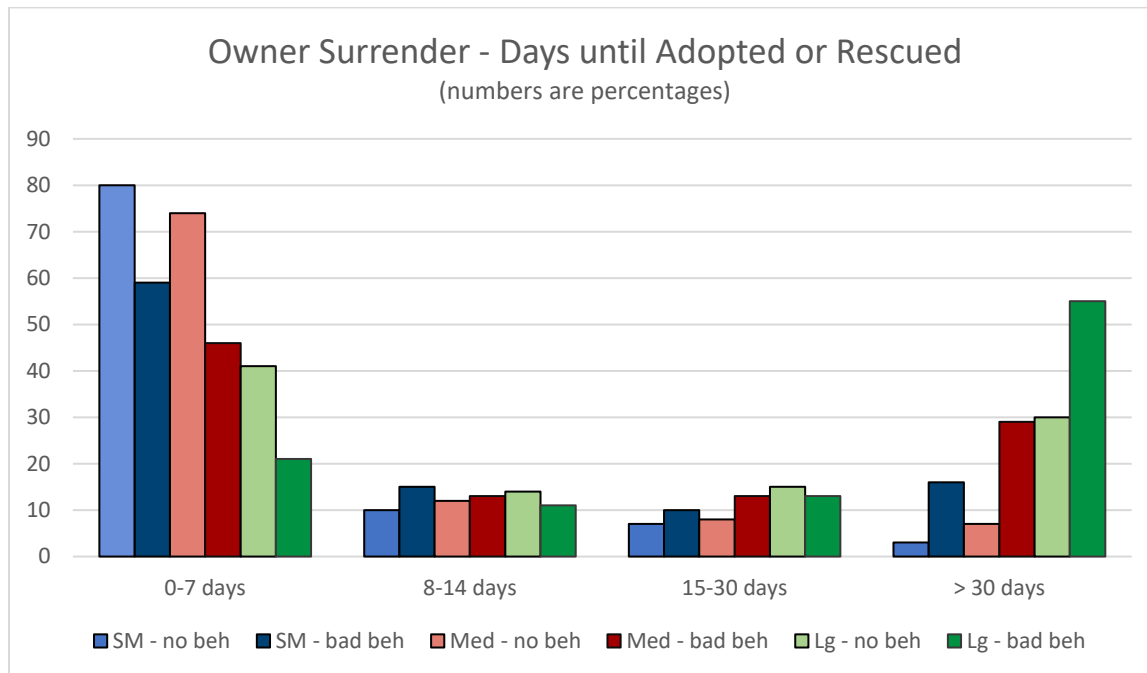
2019 Outcome Types Data

- Out of the 1,055 dogs euthanized in 2019, 127 were euthanized for space and all of them were medium or large dogs with negative behavioral notes.
- While not directly related to dog training, this is important information for the commission and LAAS to know: There were 13,482 lost dogs who came to the shelter; 5,340 dogs (40%) were redeemed by their owner. When broken down by intake types, 21% of dogs who came in as strays were redeemed by their owners, while 64% with possible owners were redeemed. This demonstrates the importance of a tag or microchip in reuniting owners with their lost dogs.

Breakdown by Outcome Type

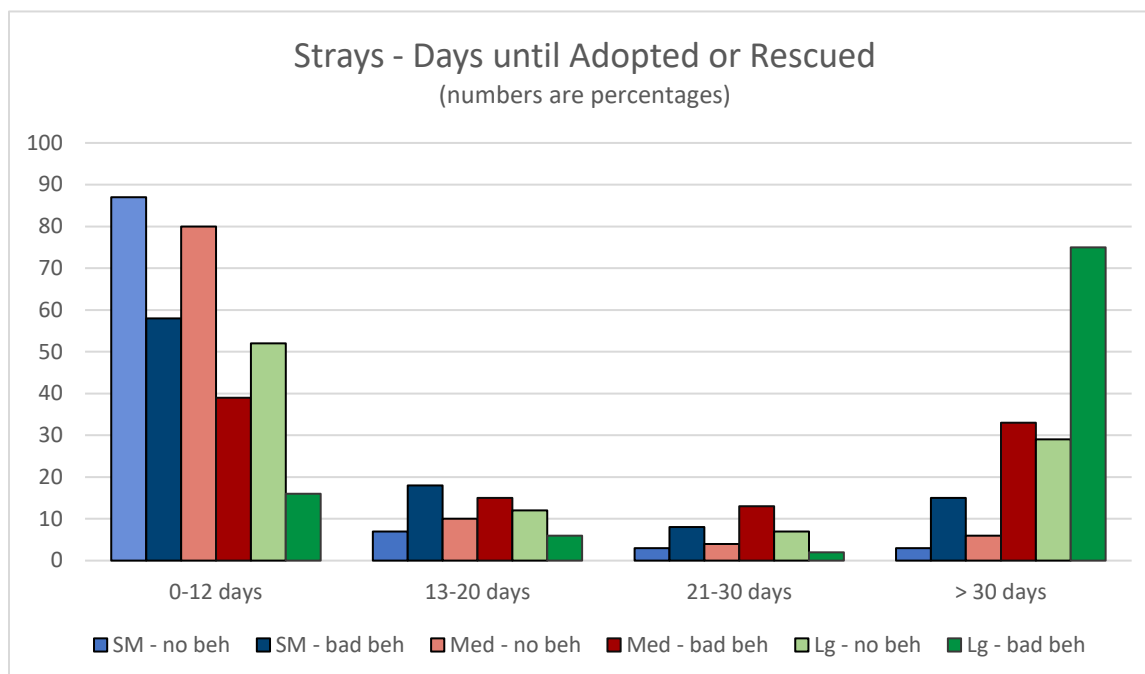
Outcome Type	Number of Dogs	Percentage
Adopted	9,768	47%
Redeemed	5,340	26%
Rescued	3,763	18%
Euthanized	1,055	5%
Shelter @ Home	121	<1%
Died	97	<1%
Foster (not returned)	24	<1%
Missing	13	<1%
Stolen	4	<1%
Escaped	1	<1%

On the following pages are charts and tables which show the length of stay in shelter by size, behavioral notes, and intake type (to take into account the hold period if applicable).



OWNER SURRENDERS

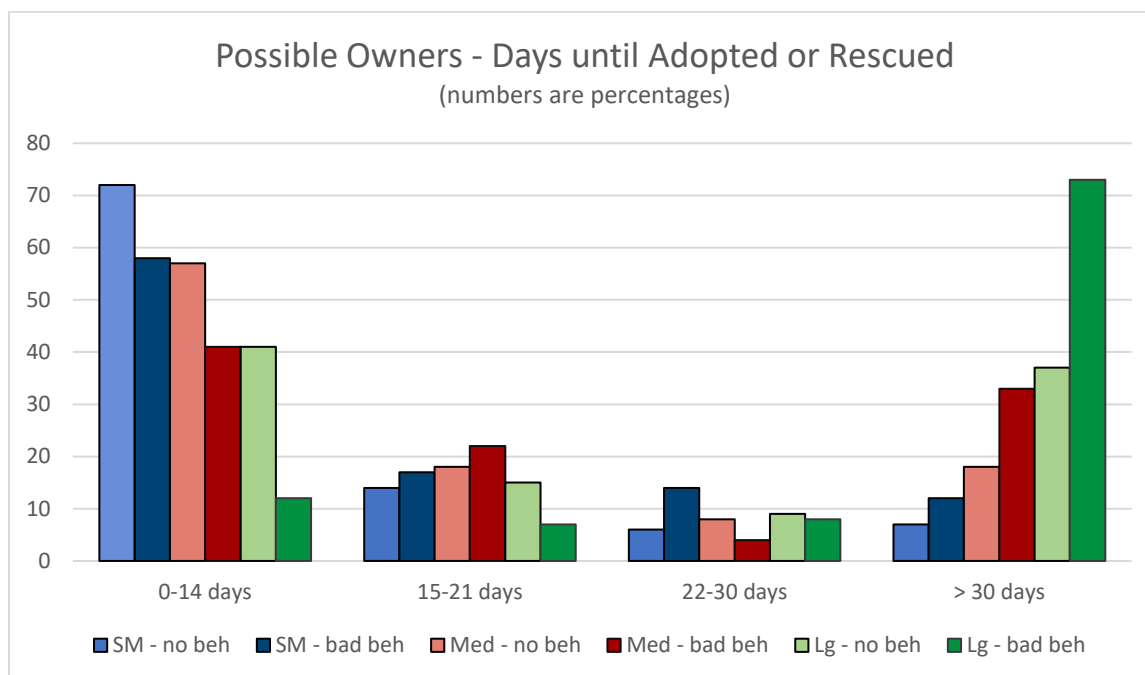
		0-7 days	8-14 days	15-30 days	31-90 days	91-120 days	> 120 days	Totals
Small (< 20 lbs.)	No behavior	1779 80%	229 10%	154 7%	57 3%	1 0.04%	4 0.2%	2224 100%
	Bad behavior	292 59%	74 15%	49 10%	73 15%	6 1%	2 0.4%	496 100%
Medium (21-50 lbs.)	No behavior	626 74%	99 12%	71 8%	41 5%	6 1%	7 1%	850 100%
	Bad behavior	158 46%	43 13%	43 13%	72 21%	12 3%	16 5%	344 100%
Large (> 51 lbs.)	No behavior	443 41%	152 14%	160 15%	182 17%	42 4%	100 9%	1079 100%
	Bad behavior	152 21%	78 11%	91 13%	174 25%	50 7%	164 23%	709 100%



Note: 0-12 days represents the first 7 days the dog is available given the stray hold period.

STRAYS

		0-12 days	13-20 days	21-30 days	31-90 days	91-120 days	> 120 days	Totals
Small (< 20 lbs.)	No behavior	2822 87%	238 7%	83 3%	84 3%	4 0.12%	7 0.2%	3238 100%
	Bad behavior	118 58%	36 18%	16 8%	27 13%	3 1%	2 1%	202 100%
Medium (21-50 lbs.)	No behavior	869 80%	112 10%	44 4%	39 4%	6 1%	14 1%	1084 100%
	Bad behavior	36 39%	14 15%	12 13%	20 22%	3 3%	7 8%	92 100%
Large (> 51 lbs.)	No behavior	596 52%	136 12%	80 7%	210 18%	27 2%	106 9%	1155 100%
	Bad behavior	33 16%	13 6%	5 2%	58 29%	26 13%	66 33%	201 100%



Note: 0-14 days represents the first 7 days the dog is available given the hold period for possible owners.

POSSIBLE OWNERS

		0-14 days	15-21 days	22-30 days	31-90 days	91-120 days	> 120 days	Totals
Small (< 20 lbs.)	No behavior	358 72%	67 14%	32 6%	35 7%	0 0%	2 0.4%	494 100%
	Bad behavior	21 58%	6 17%	5 14%	2 6%	1 3%	1 3%	36 100%
Medium (21-50 lbs.)	No behavior	142 57%	44 18%	21 8%	34 14%	2 1%	7 3%	250 100%
	Bad behavior	11 41%	6 22%	1 4%	4 15%	3 11%	2 7%	27 100%
Large (> 51 lbs.)	No behavior	161 41%	58 15%	35 9%	78 20%	14 4%	50 13%	396 100%
	Bad behavior	11 12%	7 7%	8 8%	32 34%	3 3%	34 36%	95 100%



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



**MINUTES
TUESDAY, April 12, 2022 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 9:32 a.m. Commissioners present were Gross, García, Cohen, and Finsten. Also present from Los Angeles Animal Services (LAAS) was Interim General Manager Annette Ramirez, Assistant General Manager (AGM) Curtis Watts, 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. ADMINISTRATIVE APPEALS

1. Dangerous Animal Case: DA 213048 WLA

Appellant: Margaret Hanson
West Los Angeles Animal Services Center: Lt. Botta
Complaining Witness: Mary Farid

The Board discussed the merits of the appeal, the evidence provided to the Hearing Examiner, and the grounds supporting the General Manager's determination.

Commissioner Gross made a motion to uphold the decision of the General Manager.

Commissioner Cohen seconded and the motion was approved by a vote of 3-0.

Ayes: Gross, García, and Cohen.

Noes: None.

Absent: Finsten and Sandoval.

II. REGULAR COMMISSION MEETING

1. PUBLIC COMMENT

Public Comment was made by:

- **Gail Raff** - asked for an update on the spay/neuter mobile trucks.
- **Michelle Cornelius** - asked for a report on the STAR program and is concerned that the rescue partners are not utilizing the program. Expressed concern about the vacancies for the lifesaving and volunteer coordinator and asked for clarification regarding the red alert notices.
- **Cathy Serksnas** - asked for reports on the staffing levels, financial reports, and a phone update.
- **Whitney Smith** - asked for the Department's protocols when severely injured animals come into the shelter and need emergency medical care.
- **Jeff Mausner** - spoke about the dog training proposal and stated that the proposal can be found on the Tarzana Neighborhood Council website. Also stated that the Tarzana Neighborhood Council passed a resolution asking Councilmember Blumenfield to introduce a City Council resolution supporting Assembly Bill 1881 and provided council file number 22-0002-S54 and instructions for the public to make comments on that item.
- **Michelle Kelly** - spoke about the importance of not giving rabbits as Easter gifts and the potential hazards for animals from Easter candies and flowers.

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. Findings to Continue Teleconference Meetings Pursuant to Assembly Bill 361 / Government Code Section 54953(e)(3) (Action Item; Public comment limited to one minute per speaker)

Determination in accordance with AB 361 [Government Code Section 54953(e)(3)] that, while the state of emergency due to the COVID-19 pandemic, as originally proclaimed by the Governor on March 4, 2020, remains active and state or local officials have imposed or recommended measures to promote social distancing, the Board has reconsidered the circumstances of the state of emergency and that the state of emergency continues to directly impact the ability of the Board members to meet safely in person and state or local officials continue to impose or recommend measures to promote social distancing.

Commissioner Gross moved to approve in determining accordance with Government Code Section 54953(e)(3) that this Board has reconsidered the circumstances of the COVID-19 state of emergency and that the state of emergency continues to directly impact the ability of the Board to meet safely in person and state or local officials continue to impose or recommend measures to promote social distancing.

Commissioner Cohen seconded and the motion was approved by a vote of 3-0.

Ayes: Gross, García, and Cohen.

Noes: None.

Absent: Finsten and Sandoval.

Public Comment was made by:

- **Whitney Smith** - stated that the Commission meetings should be allowed to meet in person with proof of vaccination.
- **Jeff Mausner** - stated that the City determines how the Commission meetings are held and hopes that when in-person meetings return, the Department will provide a hybrid alternative for those who would like to continue participating remotely.

B. Approval of the Minutes for Meeting of March 22, 2022.

Commissioner Cohen moved to approve the minutes for the meeting of March 22, 2022.

Commissioner García seconded and the motion was approved by a vote of 3-0.

Ayes: Gross, García, and Cohen.

Noes: None.

Absent: Finsten and Sandoval.

Public Comment:
None

4. ORAL REPORT OF THE GENERAL MANAGER

Interim GM Annette Ramirez discussed the following:

- In honor of Animal Control Officer Appreciation week, the Department

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

thanks our staff for their service for all that they do for the animals and the community.

- Acknowledged and commended the animal control officers who assisted the Los Angeles Fire Department with the rescue of a dog named Scooby that was swept away in the Los Angeles River.
- The Department sent out a Community alert via our social media channels to provide residents tips on how to keep their pets safe during the heat.
- Provided an update on dogs being walked off the shelter premises. Dogs are allowed to be walked off property, even if not fully vaccinated, and if they have already been able to participate in field trips, as well as offsite mobile pet adoptions.
- Update on staffing levels: Currently, we have 52 vacancies and 27 of those vacancies are for Animal Care Technician positions. Fifteen candidates have been given job offers and are in the background process. Additionally, 14 Animal Control Officers and five veterinary technician candidates are in the background process. Two animal license canvasser positions are vacant and we have submitted a request to fill those positions through the Targeted Local Hire Program. A candidate has been selected for the volunteer coordinator position and is expected to start by the end of the month. The Veterinarian position is still vacant.
- Update on euthanasia process: Euthanasia needs are based on the medical opinions of Veterinarian staff to help eliminate the suffering of any animals. Depending on the animal's needs we may be able to sustain the animal and medical staff will orange alert the animal which will automatically alert our New Hope partners. Animals that have a good prognosis for quality of life are eligible for star funds. If the animal is not adopted or committed to by a rescue within the time we can reasonably sustain the animal, staff will proceed with the euthanasia. In addition, the lifesaving coordinator will reach out to rescue organizations for placement. Another reason for euthanasia is due to behavioral issues where animals have displayed behavior that cannot be sustained in the kennel environment. Once all placement options have been exhausted the kennel supervisor will be authorized to place the animal on the red alert list for a minimum of 48 hours prior to proceeding with euthanasia.
- Immediate medical attention is provided by our medical team when an animal returns to the shelter from a private veterinary clinic.
- Three catalytic converters were stolen from vehicles assigned to the animal license canvassing unit. A report has been filed with LAPD and arrangements are being made to have the vehicles repaired.
- Pet Food Pantry was held on April 3 and April 10. On April 3, there were 196 pets served at Chesterfield Square, 423 pets served at East Valley, and 228 pets served at North Central for a total of 847 pets served. Stats were not available for April 10.
- There was a break in at the Chesterfield Square community room over the weekend. The glass doors were broken and three bags of dry dog food and 11 cases of canned dog food were stolen. An additional two bags of dog food were damaged. A report has been filed with LAPD and General Services is repairing the broken window on the door.
- Discounted adoption events will be held this weekend for large dogs. Reduced adoption fees for all dogs over 40 pounds will be offered at all

six animal services centers.

- Staff will be attending the Blessing of the Animals event at La Placita Olvera, a pet wellness day in Boyle Heights with Councilmember de León, and two mobile pet adoption events.
- **Commissioner Gross** asked if any precautions are being made in the event we lose staff due to the virus. **IGM Annette Ramirez** stated that we are adjusting staff accordingly and shelter employees are helping wherever it is needed.
- **Commissioner Cohen** asked for an update from the mobile pet adoptions that occurred over the weekend and requested feedback in future reports.

Public Comment was made by:

- **Whitney Smith** - stated that there is a crisis with big dogs not getting adopted.
- **Michelle Cornelius** - asked how long does it take for a background check to be completed and asked if the remaining vacancies will be filled.
- **Cathy Serksnas** - spoke about the staffing levels and the high turnover rate, the break in incident at Chesterfield Square, and asked how the Department is going to address the issues with the large dogs.

5. COMMISSIONERS' ORAL REPORTS AND FUTURE AGENDA ITEMS

Commissioner Gross:

- Acknowledged Commissioner Sandoval for coordinating a debate on animal issues for Mayoral candidates through an Animal Rights Democratic Club.

Commissioner Cohen:

- Requested that additional evening meetings be added to the Commission calendar.
- Requested that rescue partners participate in the Commission meetings and provide updates.

Commissioner Finsten:

- Absent.

Commissioner García:

- None.

Commissioner Sandoval:

- Absent.

Public Comment was made by:

- **Gail Raff** - asked why are there more employees working during the weekdays and not on the weekends when more staff is needed.
- **Whitney Smith** - suggested that the Commissioners investigate if the cameras are working at the shelters and request a report back for the protocols on

animals coming into the shelters who need emergency treatment.

6. BOARD REPORTS

A. Recommendation to Support Senate Bill 971 - Incentivize Pet-Inclusive Low-Income Housing (Action Item)

Legislative Aide Lizzie Cootsona, a representative from Senator Newman's office, spoke on behalf of Senate Bill 971 – Incentivize Pet-Inclusive Low-Income Housing. **Interim GM Annette Ramirez** requested approval to Support Senate Bill 971 - Incentivize Pet-Inclusive Low-Income Housing.

Commissioner Cohen moved to approve the recommendation to Support Senate Bill 971 - Incentivize Pet-Inclusive Low-Income Housing.

Commissioner García seconded and the motion was approved by a vote of 4-0.

Ayes: Gross, García, Cohen, and Finsten.

Noes: None.

Absent: Sandoval.

Public Comment was made by:

- **Michelle Cornelius** - supports this Bill and asked if exceptions can be made for fostering kittens in an apartment.
- **Whitney Smith** - supports this Bill and stated that this has been suggested by the public for years.

B. Recommendation to Support Senate Bill 513 - Supporting Both Ends of the Leash (Action Item)

Freddie Quintana, a representative from Senator Hertzberg's office, spoke on behalf of Senate Bill 513 – Supporting Both Ends of the Leash. **Interim GM Annette Ramirez** requested approval to Support Senate Bill 513 - Supporting Both Ends of the Leash.

Commissioner García moved to approve the recommendation to Support Senate Bill 513 - Supporting Both Ends of the Leash.

Commissioner Cohen seconded and the motion was approved by a vote of 4-0.

Ayes: Gross, García, Cohen, and Finsten.

Noes: None.

Absent: Sandoval.

Public Comment:
None

C. Oral Report on the Shelter Operations at Chesterfield Square (Information Item)

Animal Care Technician Matthew Spease provided an oral report on the Shelter Operations at Chesterfield Square.

Public Comment was made by:

- **Gail Raff** - stated that the system is failing, cats are being denied entrance and are still being dumped at the old South LA shelter.
- **Michelle Cornelius** - asked why Best Friends has not pulled more animals from our shelters and emphasized the needs for microchipping.
- **Whitney Smith** - stated that staff should be doubled at each shelter.
- **Cat Edwards** - stated that there are just too many animals and not enough homes. Also stated that there needs to be more access for spay/neuter.
- **Michelle Kelly** - asked if volunteers can be hired as animal care technicians.

ADJOURNMENT

Meeting adjourned at 11:39 a.m.

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ANNETTE G. RAMIREZ
INTERIM GENERAL MANAGER

CURTIS R. WATTS
ASSISTANT GENERAL MANAGER
Administration

DR. JEREMY PRUPAS
CHIEF VETERINARIAN

Report to the Board of Animal Services Commissioners

MEETING DATE: April 26, 2022

PREPARED BY: Annette Ramirez

REPORT DATE: April 12, 2022

TITLE: Interim General Manager

SUBJECT: ACCEPTANCE OF A \$75,000 DONATION FROM PETCO LOVE INTO THE ANIMAL WELFARE TRUST FUND FOR CHARITABLE PURPOSES OF THE CITY OF LOS ANGELES DEPARTMENT OF ANIMAL SERVICES

BOARD ACTION RECOMMENDED:

1. **ACCEPT** the grant of \$75,000 from Petco Love for lifesaving activities;
2. **FORWARD** the acceptance of these grant funds to the Mayor and City Council for approval;
3. **APPROVE** the deposit of these funds into the 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.

BACKGROUND:

On April 6, 2022, the Department of Animal Services (Department) received notification of an award in the amount of \$75,000 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.

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Report to the Board of Animal Services Commissioners
SUBJECT: ACCEPTANCE OF A \$75,000 DONATION FROM PETCO LOVE INTO THE ANIMAL WELFARE TRUST FUND FOR CHARITABLE PURPOSES OF THE CITY OF LOS ANGELES
DEPARTMENT OF ANIMAL SERVICES

SUMMARY:

Petco Love makes grant investments in organizations that work to make the most significant impact possible. The Department 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.

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:



Annette G. Ramirez, Interim General Manager

Attachment

BOARD ACTION:

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



April 6, 2022

Dear Petco Love partner,

On behalf of everyone at Petco Love, we are pleased to provide you with the enclosed grant award in response to your application for our 2021 Animal Sheltering & Adoptions grant cycle. These funds may be used for any lifesaving purpose. Please see your grant approval email for instructions on how to properly acknowledge Petco Love as well as the link to the digital toolkit to help you celebrate your award.

We're honored to partner with your organization and invest in your lifesaving efforts. We celebrate your commitment to animals and thank you for all that you do on behalf of pets and the people who love and need them.

All of us at Petco Love thank you for your lifesaving work that makes a difference everyday for animals in need.

Susanne Kogut
President
Petco Love

P.S. Petco Love (formally Petco Foundation) desires that all funds and efforts be prioritized for lifesaving, and seeks to reduce our environmental footprint. Therefore, we respectfully request that no items are mailed to Petco Love and that any thank you letters be sent by email only to partners@petcolove.org. We welcome and appreciate recognition on social media, on your website, or in other print and digital communications. We ask that this recognition thank Petco Love, Petco and/or our Petco store partners collectively rather than individual employees of Petco or Petco Love.

Petco Foundation aka Petco Love is a 501(c)(3) nonprofit, tax exempt corporation. Tax I.D. 33-0845930

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Administration

DR. JEREMY PRUPAS
CHIEF VETERINARIAN

Report to the Board of Animal Services Commissioners

MEETING DATE: April 26, 2022

PREPARED BY: Annette Ramirez

REPORT DATE: April 19, 2022

TITLE: Interim General Manager

SUBJECT: ACCEPTANCE OF A \$50,000 GRANT FROM MADDIE'S FUND INTO THE ANIMAL WELFARE TRUST FUND FOR LOS ANGELES ANIMAL SERVICES LIFESAVING PROGRAMS

BOARD ACTION RECOMMENDED:

1. **ACCEPT** a \$50,000 grant from Maddie's Fund for restricted purposes on behalf of the City of Los Angeles Department of Animal Services;
2. **APPROVE** the deposit of these funds into the applicable Appropriation Accounts within the Animal Welfare Trust Fund – Fund No. 859, designated for the grant's restricted purposes;
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.

On January 12, 2022, the Department of Animal Services was selected to receive a grant in the amount of \$50,000 from Maddie's Fund. These funds will be restricted to the Animal Welfare Trust Fund and utilized strictly for lifesaving programs which support the Human Animal Support Services programs to keep families together and animals out of the shelter and in homes. Funding will not be utilized for staffing.

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Report to the Board of Animal Services Commissioners
SUBJECT: ACCEPTANCE OF A \$50,000 GRANT FROM MADDIE’S FUND INTO THE ANIMAL WELFARE TRUST FUND FOR LOS ANGELES ANIMAL SERVICES LIFESAVING PROGRAMS

This grant will help the Department continue to assist families by offering access to resources such as; getting lost pets home quickly without having to enter the shelter system; providing food and medical assistance; and continuing to build on a strong adoption and foster program so pets find their permanent homes or are placed in foster care. Funding will go directly to materials and supplies needed for our Lifesaving Programs such as but not limited to: Pet Food Pantry, Special Treatment and Recovery (STAR) Program, Pet Retention Program, Citywide Cat Program, and Foster/Adopter supplies.

FISCAL IMPACT:

There will be no financial impact to the General Fund. The funds from this grant will be deposited into the Animal Welfare Trust Fund and disbursements will be made pursuant to the provisions of the Fund.

Approved:



Annette G. Ramirez, Interim General Manager

Attachment

BOARD ACTION:

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



Annette Ramirez <annette.ramirez@lacity.org>

Congratulations!

Maddie's Fund Grants Team <grants@maddiesfund.org>

Wed, Jan 12, 2022 at 3:50 PM

To: "annette.ramirez@lacity.org" <annette.ramirez@lacity.org>, "dana.brown@lacity.org" <dana.brown@lacity.org>

Cc: "grants@maddiesfund.org" <grants@maddiesfund.org>



Dear Annette Ramirez and Dana Brown,

Congratulations! We are pleased to inform you that the Maddie's Fund Board of Directors has approved the application submitted by for your project, titled "Los Angeles Animal Services Lifesaving Programs," in the amount of \$50,000.00.

We are thrilled to provide this grant and are proud to support your work.

A confirmation letter will be drafted and sent to the contact provided in your grant application in the next few weeks. Once that letter is signed and returned to us, we will process the payment. Grants over \$5,000 are paid via ACH transfer. The payment contact indicated on your grant application will receive an email from Bill.com asking for your account information, which is stored securely in Bill.com's system (Maddie's Fund will never see your information). Once your Bill.com account is created and our Accounting team processes your payment, the funds will be transferred directly into your account. Grants under \$5,000 are paid via check, unless your organization has previously received an ACH payment from Maddie's Fund. A check will be sent to address of the payment contact indicated on your grant application.

While you are waiting for your confirmation letter, please join us on [Maddie's Pet Forum](#) to share ideas about your project and connect with other organizations doing similar work.

If you have any questions about this grant, please contact Maddie's Fund at 925.310.5450 or grants@maddiesfund.org.

Congratulations, again, on receiving this grant! We wish you the best in your humane work.

Sincerely,

The Maddie's Fund Grants Team

6150 Stoneridge Mall Road, Suite 125, Pleasanton, CA 94588 | grants@maddiesfund.org | 925.310.5450

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CURTIS R. WATTS
ASSISTANT GENERAL MANAGER
Administration

DR. JEREMY PRUPAS
CHIEF VETERINARIAN

Report to the Board of Animal Services Commissioners

MEETING DATE: April 26, 2022

PREPARED BY: Sharon Lee

REPORT DATE: April 6, 2022

TITLE: Senior Management Analyst II

**SUBJECT: APPROVE A NEW MEMORANDUM OF AGREEMENT TO CONTINUE TO PROVIDE
ANIMAL CARE AND CONTROL SERVICES TO THE CITY OF BEVERLY HILLS**

BOARD ACTION RECOMMENDED:

1. **APPROVE** a new Memorandum of Agreement (MOA) with the City of Beverly Hills (Beverly Hills) to continue to provide animal care and control services beginning January 1, 2022 through December 31, 2026; and
2. **DIRECT** staff to transmit the MOA to the Office of the Mayor and subsequently to the City Council for approval; and
3. **AUTHORIZE** the General Manager to execute the MOA upon receipt of the necessary approvals.

BACKGROUND:

Since 2008, the Department of Animal Services (Department) has entered into agreements with Beverly Hills to provide animal regulation and animal care services to Beverly Hills, including the taking in of stray animals, adoption of animals, and licensing (Contract Numbers C-115071, C-126011, and C1-126963), the latest of which expired on December 31, 2021.

Because Beverly Hills desires to continue to contract with the City of Los Angeles (City) for its animal care and control services, the Board approved an extension to Memorandum of Understanding (C-126963) on May 11, 2021. The Board instructed the Department to negotiate a new agreement with Beverly Hills to be submitted to the Board for approval.

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SUMMARY:

The Department has completed its contract negotiations with Beverly Hills. The Department requests authority to execute the new five-year MOA effective January 1, 2022 through December 31, 2026 with future service rate adjustments in amounts necessary to maintain full cost recovery to the Department. To the extent resources are available, the Department will continue to provide the following services to Beverly Hills:

- Intake and animal care for stray animals, owner relinquishments, and injured or sick wildlife.
- Adoption services and other public services such as vaccination clinics.
- Respond to calls for service forwarded to Beverly Hills for animals at-large, injured, potentially dangerous, or animals that are potentially victims of cruelty or inhumane treatment as defined by law.
- Issue various licenses, administer licensing information, administer a voluntary cat registration program, administer spay/neuter exemption, register, and collect fees for same.
- Issue permits for animal-related businesses and events and collect fees for same.
- Issue Notices to Comply, Citations, Fees, Fines, and/or penalties for violation of laws and regulations.
- Prepare documents necessary to assist in investigations and prosecution of cases involving animals.
- Intake and care of animals impounded as evidence.
- Conduct potentially dangerous animal investigations and administrative hearings.
- Assist in animal evacuation or other emergency service requirements, as resources are available.
- Provide public education information on animals, wildlife, pet ownership, and related topics in the form of webinars.

FISCAL IMPACT:

Providing animal care and control services to Beverly Hills is cost neutral, that is, the amount reimbursed to the Department by Beverly Hills is the actual amount the Department expended to provide such services. Costs are fully recovered.

Report to the Board of Animal Services Commissioners
SUBJECT: APPROVE A NEW MEMORANDUM OF AGREEMENT TO CONTINUE TO PROVIDE
ANIMAL CARE AND CONTROL SERVICES TO THE CITY OF BEVERLY HILLS

Approved:



Annette G. Ramirez, Interim General Manager

Attachment: Memorandum of Agreement between the City of Beverly Hills and the City of Los Angeles

BOARD ACTION:

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



City of Los Angeles Department of Animal Services

MEMORANDUM OF AGREEMENT

WITH THE CITY OF BEVERLY HILLS

To Provide Animal Care and Control Services

City Contract Number: _____

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**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES, DEPARTMENT OF ANIMAL SERVICES
AND
THE CITY OF BEVERLY HILLS
FOR ANIMAL CARE AND CONTROL SERVICES**

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into as of January 1, 2022, upon attestation by the Office of the City Clerk ("Execution Date") between the City of Los Angeles, a municipal corporation ("City"), acting by and through its Department of Animal Services ("Department"), and the City of Beverly Hills, a municipal corporation ("Beverly Hills"). The City and Beverly Hills may hereafter be referred to individually as a "Party" and collectively as "Parties."

WHEREAS, since 2008 the City has entered into agreements with Beverly Hills to provide animal regulation and animal care services to Beverly Hills, including the taking in of stray animals, adoption of animals, and licensing (Contract Numbers C-115071, C-126011, and C-126963), the latest of which expired on December 31, 2021.

WHEREAS, the Parties desire to enter into this Agreement whereby the City will continue to provide animal care and control services to Beverly Hills.

NOW THEREFORE, in consideration of the terms, covenants, and conditions hereinafter contained to be kept and performed by the respective Parties, it is agreed 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:

The representative of the City shall be the General Manager of the Department, or that person's authorized representative, as follows:

Annette G. Ramirez, Interim General Manager
Department of Animal Services
221 North Figueroa Street, Suite 600
Los Angeles, California 90012
Email: annette.ramirez@lacity.org

With copies to:

Contract Administrator
Email: ani.contracts@lacity.org

The representative of Contractor shall be:

Ryan Gohlich, AICP
Director of Community Development
City of Beverly Hills
455 North Rexford Drive
Beverly Hills, California 90210
Email: rgohlich@beverlyhills.org

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

SECTION II. TERM

Unless terminated earlier pursuant to this Agreement, the term of this Agreement shall be for five years from January 1, 2022 to December 31, 2026.

Due to the need for the City's services to be provided continuously and on an ongoing basis, the City may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

SECTION III. PAYMENT AND BILLING

Beverly Hills shall pay City for services rendered under this Agreement as set forth in this Section and Exhibit A, attached hereto and made part of this Agreement.

Payment Due: Payment shall be due in full to City within 30 days of receipt by Beverly Hills of an invoice from the City. Invoices shall be submitted by City by the 15th of the month following the service period. Submission of invoices by email is acceptable. Payment shall be in arrears for the services provided during the prior month if not paid within 30 days of receipt of an invoice for those services.

Fee Calculation: As set forth in Exhibit A, each month Beverly Hills shall owe the City's Monthly Administrative Overhead Cost for services provided during the billing period; plus the actual costs for each hour, or fraction thereof, that Department staff provide services; plus a one-time intake fee per animal; plus a one-time release fee per animal; plus a daily sheltered animal care cost fee per animal; plus vaccinations for animals after 14 days in the Department's care; and plus Revolution and RHDV vaccines for rabbits.

Should services be provided for a period of time that is not a complete calendar month (i.e., services beginning or ending in the middle of a month), the amount paid by Beverly Hills shall be prorated by City at a daily rate for that month's cost of services. Permit fees assessed and collected (such as fees for petting zoos, operation of animal hospitals, pet stores, etc.) will be retained by City and not deducted from calculations of amounts owed to cover costs.

Fee Rate Adjustment: For the term of this Agreement, including any extensions, the service rates set forth in Exhibit A shall be adjusted in an amount necessary to maintain full recovery of costs incurred by City. Fee rates shall be adjusted, as necessary by the City whenever costs change. The City shall inform Beverly Hills in advance of the date and amounts of adjustments. The proposed adjusted rate shall be presented by City to Beverly Hills at least 30 days in advance of the proposed change for consideration and approval by Beverly Hills. The adjusted rates shall be incorporated into the Agreement in full by amendment to Exhibit A, and invoices for services provided after the date of fee rate adjustment shall be based on the adjusted cost rate.

Invoices shall be submitted to:

City of Beverly Hills
Code Enforcement Division
455 N. Rexford Drive
Beverly Hills, California 90210
(310) 285-1173
Email: notazu@beverlyhills.org

Payment shall be remitted to:

Accounting Section
City of Los Angeles Department of Animal Services
221 North Figueroa Street, Suite 600, 6th Floor
Los Angeles, California 90012
(213) 482-9558

Upon request by Beverly Hills, the City shall furnish an Activities Report to support an invoice with information regarding significant activities/observations that occurred during the month requested, including the dates and times of occurrences.

SECTION IV. SCOPE OF SERVICES

A. City Responsibilities

1. Services Provided by City

To the extent resources are available, City, through the Department, will provide Beverly Hills with the following services pursuant to the terms of this Agreement:

- a. Intake and animal care for stray animals, owner relinquishments, and injured or sick wildlife, excluding those described in Section IV.A.2.a below.
- b. Adoption services and other public services such as vaccination clinics.
- c. Respond to calls for service forwarded to City by Beverly Hills for animals at-large, injured, potentially dangerous, or animals that are potentially victims of cruelty or inhumane treatment as defined by law.
- d. Issue various licenses, administer licensing information, administer a voluntary cat registration program, administer spay/neuter exemption, register and collect fees for same.
- e. Issue permits for animal-related businesses and events and collect fees for same.
- f. Issue Notices to Comply, Citations, Fees, Fines, and/or penalties for violation of laws and regulations.
- g. Prepare documents necessary to assist in investigations and prosecution of cases involving animals.
- h. Intake and care of animals impounded as evidence.

- i. Upon notification to the Department from the City of Beverly Hills, the Department staff located at the West Los Angeles Animal Services Center will conduct potentially dangerous animal investigations, which may result in an administrative hearing. If the Department, through its investigation, determines that a hearing is required, the West Los Angeles Department staff will contact the Department's Hearing Section staff. The Hearing Section staff will schedule a hearing to be held within 30 days of their receipt of a hearing request.
- j. Assist in animal evacuation or other emergency service requirements, as resources are available.
- k. Provide public education information on animals, wildlife, pet ownership, and related topics in the form of webinars.

2. Service Exclusions

City will not provide:

- a. Trapping and removal of wildlife or any animals for reasons of nuisance to residents of property owners.
- b. Dead animal pickup.
- c. Euthanasia by owner request upon relinquishment.
- d. Administrative processes and hearings for barking dog complaints.

3. City Staffing, Equipment, Materials

- a. Staffing: City will continue to provide staffing to meet estimated needs of the geographic district of West Los Angeles and the animal services requirement for that portion that includes Beverly Hills. City does not warrant that its staff or officers will be available at all times, or at any given time that service is requested by Beverly Hills, but will endeavor to provide a reasonable level of service based on the seriousness of calls received from the entire West Los Angeles district area. City staff and officers providing service will be appropriately qualified, trained, and supervised.
- b. Beverly Hills, including its Chief of Police, consents and authorizes City Animal Control Officers to exercise the powers of arrest of a peace officer within the City of Beverly Hills.
- c. Equipment and Materials: City shall, inclusive of the charges described in Section III of this Agreement, provide and furnish all labor, equipment, and supplies for services to be provided under this Agreement, including vehicles and weapons. Weapons and security equipment shall not be left unsecured at any time. Department staff performing services in Beverly Hills will wear program related uniforms issued by City.

- d. Supervision: Services under this Agreement shall be principally supervised by the Department's Director of Field Operations, or the Department General Manager's designee, who will be Beverly Hills' primary contact person.
- e. Coordination Meeting: City and Beverly Hills shall meet as often as necessary, as determined by the circumstances in the administration of the Agreement, to discuss problems, reports, and the status of Agreement services.
- f. Reports: City Animal Control Officers shall prepare all required written reports, including reports on incidents, injuries (City or Non-City employees), accidents, fires, altercations, crimes, etc. Any discharge of a weapon by Animal Control Officers in Beverly Hills will be reported to Beverly Hills within 24 hours.
- g. Information and Media Requests: City representatives shall provide information as requested from members of the Beverly Hills general public in the course of providing services under this Agreement. Situations in which general interest leads to direct news media contacts must be dealt with carefully to ensure that all statements or information offered by the City and Beverly Hills reflect the policies and positions of the respective Parties. City Animal Control Officers will not speak, in any form, to the media in regard to Beverly Hills policy or issues. However, City and any persons so designated by City are authorized and expected to speak about City's performance under this Agreement.
- h. Notifications: Major incidents that involve Beverly Hills Police or Fire Department response must be communicated via telephone to Beverly Hills in accordance with the notification protocols provided. In addition, such incidents shall also be reported to Beverly Hills Code Enforcement via telephone with a follow up incident report or other written documentation.
- i. Occupational Safety and Health Act: City agrees that, for the purpose of complying with the requirements of the Occupational Safety and Health Act of 1970, services performed for Beverly Hills shall be deemed the City's responsibility. Employees of the City shall not be considered employees of Beverly Hills.
- j. Appearance in Court: City Animal Control Officers will make court appearances as required in every case when citations or arrests result in court action as part of their normal and customary duties, with authorization for overtime, if necessary, to be charged to Beverly Hills under this Agreement. If a court appearance is necessary, Beverly Hills will provide advanced written notification of the court appearance request to the Department's Director of Field Operations, or the Department General Manager's designee, who will be Beverly Hills' primary contact person.

4. Performance of the Work

- a. City shall comply with all laws, ordinances, rules, and regulations applicable to services rendered under this Agreement and to performance of all the terms and conditions of this Agreement as set forth by the applicable City, County, State, and Federal governments.
- b. Public service complaints shall be reviewed by Beverly Hills and referred to the City for information or follow up by the City as appropriate. If City fails to reasonably provide service, or if in the judgment of Beverly Hills, services are

deficient, Beverly Hills shall communicate such to City and City shall make diligent efforts to correct deficiencies, including but not limited to scheduling, staffing, or supervision changes at City's discretion to resolve the performance issue. Services may be considered to have not been performed satisfactorily when conditions exist such as:

- Work is not performed in strict accordance with professional standards and this Agreement.
 - Equipment is not used properly resulting in equipment abuse or is not maintained in good operating condition.
 - Duties and tasks are not performed within the scheduled work shift or staff regularly is unable to handle service calls.
 - Excessive performance complaints are received from the public.
- c. For consistency of enforcement, whenever appropriate during the term of this Agreement, the City shall notify Beverly Hills of pending, approved, or implemented changes to City's codes, ordinances, or procedures affecting animal care and control services of the City so that Beverly Hills may evaluate and implement corresponding changes to its codes, ordinances, or recommend changes to the terms of this Agreement as appropriate (See Section IV.B.5 below). For purposes of this Agreement, adoption of code changes by the City Council of the City shall be understood to include approval by Beverly Hills. Modification of this Agreement for this purpose does not require subsequent City Council approval.

5. City's COVID-19 Vaccination Requirements

The City has imposed a Novel Coronavirus disease 2019 ("COVID-19") vaccination requirement for all current and future City employees (see Los Angeles Administrative Code Section 4.700, *et seq*). City staff providing services to Beverly Hills under this Agreement shall comply with the City's COVID-19 vaccination requirements.

B. Beverly Hills Responsibilities

1. Service Requests: The primary means of communication to City to request service assistance in Beverly Hills will be by the Beverly Hills constituent services request operator by way of Beverly Hills Code Enforcement Division, who will filter calls so that City's services are deployed only when appropriate under this Agreement, and will inform callers that the services are provided by City. Beverly Hills will reasonably ensure that information used by City to dispatch officers is accurate and will communicate back with requestor as needed to provide status on service response. In the event City is unable to respond to a service request because of call priority elsewhere or insufficient resources, Beverly Hills will provide other assistance to their residents as needed. Beverly Hills will contact City by means of telephone or cellular phone and will be provided internal telephone numbers for this purpose. In promoting animal services for their residents, Beverly Hills will discourage direct contact to City for service requests, but will encourage direct patronage of the West Los Angeles Animal Services Center.
2. Prosecutions and Cruelty Cases: Beverly Hills will handle investigations and prosecutions of cases involving animals, with assistance from City as necessary.

3. Information and Data: Beverly Hills will provide information and data to City, including geographic and address information as requested. Such information may include, but not be limited to, history of enforcement activity or licensing problems with residents, and Geographic Information Systems (GIS) data to update City's Chameleon database.
4. Excluded Services: Beverly Hills will seek other service providers for excluded services, including nuisance animal and wildlife calls. However, Beverly Hills will discourage wildlife trapping, removal, and euthanasia, and instead will encourage education to assist residents in successful co-existence with wildlife.
5. Code Adoption: Beverly Hills has adopted Los Angeles Municipal Code 53.00 et seq., as amended and in effect on July 1, 2015, by reference. Beverly Hills may evaluate future changes to the Code and notify City of its preferences for enforcement of such changes (See Section IV.A.4.c above).
6. Services by City: Beverly Hills shall suitably inform the public that applicable Animal Care and Control services in Beverly Hills are provided by City. Beverly Hills shall disclose this information on Beverly Hills' website by maintaining a web-page dedicated to animal services. In addition, Beverly Hills will notify residents when service calls are received by Beverly Hills, and as appropriate, Beverly Hills will include this information in written material disseminated by Beverly Hills to its residents, such as newsletters, flyers, etc.
7. If necessary, Beverly Hills will use best efforts to assist and secure the safety of City personnel performing duties hereunder when needed.

SECTION V. INDEMNIFICATION

- A. Government Code Section 895.2 imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement. Accordingly, the Parties hereby agree that pursuant to Government Code Section 895.4 and 895.6, each Party shall assume the full liability imposed upon it or any of its officers, agent, or employees by law for injury caused by any negligent or wrongful act or omission occurring in the performance of that Party's obligations under this Agreement.
- B. Each Party shall indemnify, defend, and hold harmless the other Party for any claim, demand, causes of action, liability, loss, cost, or expense arising from or related to the services or the performance of the indemnifying Party's obligations under this Agreement.
- C. In the event of a third-party loss caused by negligence or a wrongful act or omission by more than one Party, each Party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

SECTION VI. TERMINATION

- A. Either Party may terminate this Agreement immediately for default of any material term or condition following a 30-day written notice to cure that states with particularity the reasons for the default and demand for cure. If the matter or matters complained about are not cured within 30 days of notice by either Party, the Party demanding the cure may give the other

Party a 30-day written notice to terminate.

- B.** This Agreement may be terminated by either Party without cause upon a 90-day written notice.
- C.** Upon termination of this Agreement, City shall provide a final invoice for all charges and fees due as of the termination date, to be paid by Beverly Hills within 30 days of receipt.

SECTION VII. INCORPORATION OF EXHIBITS

This Agreement and Exhibit A represent the entire integrated agreement of the Parties and supersede all prior written or oral representations, discussions, and agreements. The following document is incorporated and made a part hereof by reference:

- Exhibit A – Rates and Estimated Total Annual Charges

SECTION VIII. ENTIRE AGREEMENT

This Agreement, including Exhibit A, constitutes the full and complete understanding between the Parties and shall be construed and interpreted under California law and venue in any dispute shall be in the County of Los Angeles.

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 _____
Annette G. Ramirez, Interim 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 _____

The City of Beverly Hills

By _____
George Chavez, City Manager

Date _____

**APPROVED AS TO FORM:
Laurence S. Wiener, City Attorney**

By _____
Deborah R. Hakman, Assistant City Attorney

Date _____

ATTEST:

By _____
Ryan Gohlich, AICP

Date _____

By _____
Sharon L'Heureux Dressel, Risk Manager

Date _____

EXHIBIT "A"
MOA Between the Department of Animal Services (City) and the City of Beverly Hills

SERVICE RATES*
January 1, 2022 - December 31, 2024

New Rates Effective January 1, 2022

DESCRIPTION	Rate Schedule		
	Jan 1, 2022	Jan. 1, 2023 -	Jan. 1, 2024 -
	Dec. 31, 2022	Dec. 31, 2023	Dec. 31, 2024
Monthly Administrative Overhead Cost	\$12,893.18	TBD	TBD
Officer Hours - ACO	\$109.15	TBD	TBD
One-Time Intake**	\$181.55	TBD	TBD
One-Time Release	\$201.29	TBD	TBD
Sheltered Animal - Daily Cost	\$187.06	TBD	TBD
Sheltered Animal - Weekly Cost	\$1,371.50	TBD	TBD
Vaccinations After 14 Days	\$9.12	TBD	TBD
Revolution & RHDV Vaccine (Rabbits)	\$20.00	TBD	TBD

*Future amounts for MOA extensions will be determined by the City based on costs and anticipated use of services.

**Includes veterinary wellness care, medication, initial vaccinations, and other related costs, excluding 14 day Vaccinations.

***Administrative Code Section 5.199(g) requires the collection of \$7.00 for each altered dog license sold and \$2.00 for each unaltered license sold.

****Municipal Code Section 53.15 requires collection of \$3.50 for each altered license and \$8.50 for each unaltered license sold for a dog license tax.

**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

ANNETTE G. RAMIREZ
INTERIM GENERAL MANAGER

CURTIS R. WATTS
ASSISTANT GENERAL MANAGER
Administration

DR. JEREMY PRUPAS
CHIEF VETERINARIAN

Report to the Board of Animal Services Commissioners

MEETING DATE: April 26, 2022

PREPARED BY: Annette Ramirez

REPORT DATE: April 18, 2022

TITLE: Interim General Manager

SUBJECT: APPROVAL OF LETTERS OF AGREEMENT WITH FixNATION, QUALITY ANIMAL CLINIC, AND AMAZING SMALL ANIMAL PRACTICE FOR PARTICIPATION IN THE CITYWIDE CAT PROGRAM TO PROVIDE SPAY/NEUTER SERVICES FOR FREE ROAMING CATS

BOARD ACTION RECOMMENDED:

1. **APPROVE** the execution of Letters of Agreement, a template of which is attached to this Report, between the City of Los Angeles through the Department of Animal Services and the below-listed veterinary care providers for participation in the Citywide Community Cat Program to provide spay/neuter services for community cats:
 - FixNation
 - Quality Animal Clinic
 - Amazing Small Animal Practice
2. **AUTHORIZE** the Department's General Manager or her designee to execute the Letters of Agreement and submit them to the City Attorney for review and approval as to form.

BACKGROUND:

The City of Los Angeles adopted a Citywide Cat Program (CCP) declaring that trap, neuter, return (TNR) is the preferred method of addressing the free-roaming cat population and the City's official policy. The CCP also authorized the Department to implement a voucher system to subsidize the spaying and neutering of free-roaming cats separately from owned pets. The voucher program is designed to authorize veterinary care providers to accept Department issued vouchers and authorities for expenditure for the sterilization of free-roaming cats trapped by authorized participants in the Citywide Cat Program. Veterinary providers must enter into a letter of agreement to provide spay/neuter services and accept the (CCP) vouchers.

"Creating a Humane LA"

AN EQUAL OPPORTUNITY EMPLOYER

Visit our website at www.LAAnimalServices.com

SUBJECT: APPROVAL OF LETTERS OF AGREEMENT WITH FixNATION, QUALITY ANIMAL CLINIC, AND AMAZING SMALL ANIMAL PRACTICE FOR PARTICIPATION IN THE CITYWIDE CAT PROGRAM TO PROVIDE SPAY/NEUTER SERVICES FOR FREE ROAMING CATS

SUMMARY:

The Department is requesting the Board’s approval of the Letters of Agreement with the following veterinary care providers:

- FixNation
- Quality Animal Clinic
- Amazing Small Animal Practice

Each Letter of Agreement will take the form of the template attached to this Report and will set forth the terms and conditions of the CCP. Each Letter of Agreement will carry a term of one year with optional renewal for two additional one-year terms at the Department’s sole discretion.

FISCAL IMPACT:

There is no fiscal impact to the general fund. The cost of the CCP will be used from the Community Cats Fund, Fund No. 842.

Approved:



Annette G. Ramirez, Interim General Manager

Attachment

BOARD ACTION:

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



CITY OF LOS ANGELES – DEPARTMENT OF ANIMAL SERVICES



SPAY & NEUTER VOUCHER PROGRAMS VETERINARIAN PARTICIPATION AGREEMENT

This Letter of Agreement (“Agreement”) is for veterinarians that wish to participate in the Department of Animal Services (“Department”) Spay & Neuter Voucher Programs (“Programs”), which is a series of sterilization programs for owned dogs, cats and rabbits belonging to residents of the City of Los Angeles (“City”) and for free-roaming cats in the City. Under the Programs, authorized veterinary care providers accept Department-issued vouchers and authorities for expenditure for the sterilization of dogs, cats and rabbits owned by City residents and sterilization of free-roaming cats trapped by authorized participants in the Citywide Cat Program.

Veterinary Care Provider: _____ (“Provider”)

For the purposes of this Agreement, the following words and phrases are defined as follows:

“Authority for Expenditure” or **“AFE”** shall mean a document issued by the Department to facilitate payment for specific sterilization services on City owned or redeemed animals.

“Citywide Cat Program Voucher” or **“CCP Voucher”** shall mean a \$70 Voucher for the sterilization of a free-roaming cat in a colony or area located in the City of Los Angeles.

“City Animal” shall mean a dog, cat or rabbit owned by the City and available for adoption.

“Discount Coupon” shall mean a \$30 Cat Discount Coupon or a \$50 Dog/Rabbit Discount Coupon for sterilization services issued by the Department to City residents for the sterilization of an Owned Animal. Discount Coupons may be used to cover full or partial cost of sterilization off the Provider’s regular cost of sterilization.

“Free Certificate” shall mean a \$70 Cat Free Certificate or \$125 Dog/Rabbit Free Certificate for sterilization services issued by the Department to low-income City residents for sterilization of an Owned Animal. A Free Certificate covers the full cost of sterilization.

“Free-Roaming Cat” shall mean unowned roaming cats, including feral and stray cats.

“Neuter” or **“Neutering”** shall mean the castration of animal testicles.

“Owned Animal” shall mean a cat, dog or rabbit owned by a member of the public who resides in the City but excludes any free-roaming cat.

“Spay” or **“Spaying”** shall mean the surgical removal of animal ovaries and/or uterus, also known as an ovariectomy.

“Sterilization,” “Sterilize” and **“Surgery”** shall mean the Spaying or Neutering of an animal. All sterilizations shall include: (a) a physical examination of the animal, (b) all vaccines and anesthesia required during hospitalization or before surgery, (c) all after-care including suture removal, licking problems, infections, and other normal procedures.

“Voucher” shall mean a Discount Coupon, Free Certificate, or CCP Voucher issued by the Department to a City resident for the sterilization of an owned animal.

In order to participate in the Programs, Provider understands and agrees to the following terms and conditions:

1. Program Participation

- a. Provider agrees to participate in the Programs indicated in Exhibit A, “Spay & Neuter Programs Available to Provider,” by accepting Department-issued Vouchers or AFEs for future reimbursement to perform sterilization surgeries on dogs, cats, and rabbits owned by

City residents, and on free-roaming cats within the City. Provider will be included on a list of participating veterinarians provided by the Department to Voucher and AFE recipients.

b. Spay/Neuter Voucher Programs

- i. Animal owners will transport their owned animal to the Provider along with a Voucher and pick up the animal from Provider after sterilization surgery is completed.
- ii. Vouchers are non-transferable, are not valid beyond the printed expiration date, and must be presented to Provider at the time of sterilization. Discount Coupons and Free Certificates may only be used for owned cats, dogs, and rabbits and are not valid for the sterilization of free-roaming cats. CCP Vouchers may only be used for free-roaming cats. Only one Voucher 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.
- iii. Provider may charge an animal owner a reasonable co-payment when accepting a Discount Coupon. **Provider shall not charge an animal owner any co-payment or additional fees for sterilization, uterine infections, pregnancy, estrus, retained testicle(s) or animals weighing more than 50 pounds when accepting a Free Certificate or CCP Voucher.** The Department shall not be responsible for any costs in excess of the face value of a Voucher.

c. Authority for Expenditure Program

- i. Department staff will transport the animal, or in cases of deferred sterilization approved by the Department the animal owner will transport the animal, to the Provider along with an Authority for Expenditure, and pick up the animal from Provider after sterilization surgery is completed.
- ii. Provider shall not charge any additional fees or co-payments for the sterilization of City Animals, including physical examination, routine hospitalization vaccines and after-care such as suture removal licking problems, infections, and other normal procedures. Provider may charge animal owners an additional surgical fee for animals that are obese, geriatric, pregnant, or exhibit uterine infections, estrus, retained testicles(s), or hernias. Such additional costs must be reasonable and **Provider shall obtain prior authorization from the animal owner prior to treatment.** The Department shall not be responsible for any costs in excess of the face value of an AFE.
- iii. Provider shall obtain prior authorization from the Department if a City Animal requires additional medical treatment. If the Department does not authorize the additional treatment and Provider is unable to perform the sterilization, Department staff will retrieve the animal. Provider shall absorb all costs of treatment provided without prior approval from Department.
- iv. If the animal is deemed temporarily unsuitable for sterilization, **Provider shall obtain prior authorization from the adoptive owner prior to treatment,** and if the owner elects treatment, the fees will be the responsibility of the owner. The Department shall not reimburse the owner or Provider for veterinary fees not authorized by the Department in writing. The owner may elect to return the animal to the Department. Provider shall notify the Department if the owner fails to pick up the animal.
- v. For adoption events, City Animals will be brought to Provider for sterilization along with an AFE by Department staff and picked up on the same or following day after the sterilization in accordance with the arrangement made between Provider and Department. Provider

will notify the Department if an animal is unfit for surgery and the Department will retrieve the animal from the Provider.

2. AFE/Voucher Reimbursement Amounts & Billing

- a. The Department will reimburse Provider the face value of Vouchers and AFEs in the following amounts:

Authority for Expenditure		Male/Female
	Dogs	\$125
	Cats	\$70
	Rabbits	\$125
Discount Coupon – Cats		\$30
Discount Coupon – Dogs & Rabbits		\$50
Free Certificate – Cats		\$70
Free Certificate – Dogs & Rabbits		\$125
Citywide Cat Program Voucher (CCP Voucher)		\$70

- b. Upon completion of sterilization, Provider shall request reimbursement for services rendered by using the Department's **online Vet Portal System** available at <https://lacityvet.com/>. Instructions for the Vet Portal can be located on the website under the "Help" Tab. If Provider cannot utilize the Vet Portal System, Provider should contact the Department for further guidelines on the submission of billings. **When entering the CCP Vouchers into the Vet Portal, Provider must select the sex of the cat in addition to providing the date of surgery.**
- c. The required sections of Vouchers and/or AFEs shall be completed by Provider and originals mailed to the **Department of Animal Services, 221 North Figueroa Street, STE 600, Los Angeles CA 90012, Attn: Accounting Section**. Vouchers or AFEs submitted without surgery date, veterinarian's name and address, or signature will be returned for completion.
- d. Billing must be submitted within 60 days of sterilization or they will not be reimbursed by the Department. Billings received after the 10th of each month will be processed the following month. All payments are subject to review and approval of Provider's full documentation and work performance by the Department.
- e. A photocopy of the Vouchers and/or AFEs shall be retained on file by Provider at its 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
- f. Vouchers and/or AFEs have no face value until Provider completes the work, certifies by signature that the work is completed, and requests payment in the manner prescribed by the Department.
- g. Department will make all reasonable efforts to pay Provider each month for services rendered in the previous month as long as original invoices and supporting documentation are received on time as indicated therein.

3. Provider Responsibilities

- a. Provider shall ensure that the person named on a Voucher or AFE is the same person requesting sterilization services, verifying identity with a Photo ID, and ensure that the

Voucher or AFE has not been transferred. Provider shall ensure that the person named on a CCP Voucher is affiliated with any organization named on the CCP Voucher.

- b. Provider has a duty to check, within reason, that no more than three Discount Coupons, Free Certificates, or AFEs have been issued to any one individual for more than three owned cats or three owned dogs and will notify the Department of any irregularities. No limitation exists on the number of CCP Vouchers used by an individual or organization.
- c. Provider shall report to the Department within 5 business days all unexpected deaths of City Animals that occur under the care and control of the Provider by submitting a completed Incident Report. A blank Incident Report form is attached as Exhibit B.
- d. Provider may reject or re-schedule an animal's sterilization surgery if Provider determines that the animal is unfit for sterilization or sterilization.
- e. Provider shall report any abuse, fraud or suspected abuse or fraud by animal owners or recipients of CCP Vouchers.
- f. Provider shall follow the mandates of the California Veterinary Medicine Practice Act. Providers care of animals in its custody shall be in conformance with all federal, state, and local humane laws and statutes.
- g. Provider shall maintain all licenses and permits, required to provide the services herein, including the following: Veterinary Premise Permit, as required by the California Veterinary Medical Board; Veterinarian License; Controlled Substance Registration Certificate, as required by the U.S. Drug Enforcement Administration (DEA); and City of Los Angeles Business Tax Registration Certificate. Provider shall provide all materials, equipment, and personnel and shall bear all costs for any necessary permits, insurance, and taxes required to perform sterilization services.
- h. Provider shall acquire and maintain insurance coverage and liability limits of a type and in an amount for premises liability, malpractice, and such other insurance as is customary for licensed California veterinarians in the Los Angeles area, with one or more financially sound and reputable insurance companies and provide proof of such insurance to the Department upon request.

4. Agreement Term & Termination

Unless terminated sooner, this Agreement shall commence upon signing by Provider, and shall terminate **one (1)** year thereafter, and may be renewed for up to two (2) additional one-year terms by City. If the terms herein are updated, a new Agreement will be sent to the Provider for execution at the time of renewal and must be executed by the Provider if the Provider wishes to remain in the Programs.

The Department or Provider may terminate this Agreement at any time by providing fifteen (15) days prior written notice. If Provider fails to abide by any of the terms or conditions of the Agreement, the Department may give Provider a written notice to cure. If not cured within 30 days after notice (forthwith for a default involving sanitary or safety conditions) or reasonable progress to cure is not made, the Department may terminate the Agreement and suspend sending animals to Provider.

5. Indemnity, Release of Liability, and Assumption of Risk

Provider understands that the behavior of domestic animals is unpredictable and that domestic animals are capable of spreading disease, inflicting serious personal injury, causing extensive property damage, and/or causing death. Knowing the risk of handling domestic animals, nevertheless, Provider agrees to assume those risks and agrees to assume full responsibility for personal injury, property damage suffered and/or death sustained as a result of, or in connection with, its participation in the Programs.

Except for the active negligence or willful misconduct of the City, the Department, or any of their officers, agents, employees, assigns and successors in interest, Provider shall defend, indemnify and hold harmless the City, the Department and any of their officers, agents, employees, assigns and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in-house and outside counsel) and costs of litigation (including all litigation costs incurred by the City, including but not limited to costs of experts and consultants, damages or liability of any nature whatsoever, for death or injury to any person, including Provider's employees and agents, or damages or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by Provider, including its boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of the Department and the City provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. This provision shall survive expiration or termination of this Agreement.

6. Maximum Annual Amount Paid to Provider

The amount to be paid to the Provider by the Department under this Agreement shall not exceed either \$25,000 in Vouchers or \$25,000 in AFEs annually.

I declare under penalty of perjury that I am authorized to enter into this Agreement on behalf of the Provider and that all information provided herein is true and correct. I further declare that I have fully read, understand, and agree to the terms and conditions of this Agreement on behalf of Provider. This agreement supersedes all prior agreements.

Name of Veterinarian Hospital/Clinic (Print)

Veterinarian/Owner or Authorized Representative (Print)

Veterinarian/Owner or Authorized Representative (Signature)

Date

Location (Address) _____

Phone Number _____ E-mail address _____

City Business Tax License No. _____ IRS Taxpayer ID No. _____

EXHIBIT A

SPAY & NEUTER PROGRAMS AVAILABLE TO PROVIDER

The following Programs are available for Provider participation. Please place an "X" next to the Program(s) in which Provider will be participating.

- _____ **The Pre-Release Spay/Neuter Program** is for dogs and cats adopted from the Department. The animals are transported by the Department staff to the Provider for surgery along with AFE (valued at \$125 for dogs and \$70 for cats) and are picked up from the Provider by the owner at the designated time set forth by the Provider. Surgery arrangements are made between Provider and Department based upon number of animals available for sterilization and hours of drop-off to the Provider's facility.
- _____ **The Post-Release Spay/Neuter Program** is for dogs and cats adopted from the Department that cannot be sterilized at the time of adoption due to medical reasons. The animals are brought to the Provider by the owner for sterilization when medically safe. The AFE (valued at \$125 for dogs and rabbits and \$70 for cats) is surrendered by the owner to the Provider at the time of sterilization.
- _____ **The Pre-Adoption Spay/Neuter Program** is for dogs, cats and rabbits that are being sterilized for special adoption events. The animals are brought to the Provider by Department staff along with the AFE (valued at \$125 for dogs/rabbits and \$70 for cats) and picked up on the same or following day after sterilization in accordance with the arrangement made between Provider and Department. Sterilization arrangements are made between Provider and Department based upon the number of animals available for sterilization and hours of drop-off to the Provider's facility.
- _____ **The Rabbit Spay/Neuter Program** is for rabbits that are adopted from the Department. Rabbits are brought to the Provider by Department staff along with the AFE (valued at \$125) and picked up by the owner at the designated time set forth by the Provider. Surgery arrangements are made between Provider and Department based upon number of animals available for sterilization and hours of drop-off to the Provider's facility.
- _____ **The Discount Coupon Spay/Neuter Program** is for owned dogs, cats, and rabbits. Discount Coupons (valued at \$30 for cats and \$50 for dogs/rabbits) may be used to cover full or partial cost of sterilization off the Provider's regular cost of sterilization. **The Discount Coupon is for pet owners only – free roaming cats, free roaming dogs and Rescue Group animals do not qualify for this Program.**
- _____ **The Free Certificate Spay/Neuter Program** is for owned dogs, cats, and rabbits. The Free Certificate (valued at \$70 for cats and \$125 for dogs/rabbits) covers the full cost of sterilization. No co-payment or additional fees for sterilization, uterine infections, pregnancy, estrus, retained testicle(s) or weighing more than 50 pounds shall be charged. **The Free Certificate is for pet owners only – free roaming cats, free roaming dogs and Rescue Group animals do not qualify for this Program.**
- _____ **The Citywide Cat Program Spay/Neuter Program** is for free-roaming cats that have been trapped within the City of Los Angeles. The Citywide Cat Program Voucher (valued at \$70) covers the full cost of sterilization. No co-payment or additional fees for sterilization, uterine infections, pregnancy, estrus, and retained testicle(s) shall be charged. **Owned cats do not qualify for this Program.**



**CITY OF LOS ANGELES – DEPARTMENT OF ANIMAL
SERVICES**



**SPAY & NEUTER VOUCHER PROGRAMS
VETERINARIAN PARTICIPATION AGREEMENT**

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

By _____
Annette G. Ramirez, Interim General Manager

Date: _____

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

By _____
Steve R. Houchin, Deputy City Attorney

Date: _____