

J. MICHAEL CAREY
City Clerk

When making inquiries
relative to this matter
refer to File No.

CITY OF LOS ANGELES

CALIFORNIA



RICHARD J. RIORDAN
MAYOR

97-2313

Office of the
CITY CLERK
Council and Public Services
Room 615, City Hall
Los Angeles, CA 90012
Council File Information - (213) 485-5703
General Information - (213) 485-5705

PLACE IN FILES

JUN 20 2000

DEPUTY

June 12, 2000

City Administrative Officer
Chief Legislative Analyst
City Attorney
Animal Regulation Department

Controller, Room 1200
Accounting Division F&A
Disbursement Division
Animal Regulation Commission

RE: RE-AUTHORIZING THE MICROCHIP IMPLANTATION PROGRAM AND FEES AS
ORIGINALLY SET FORTH

At the meeting of the Council held May 23, 2000, the following
action was taken:

Attached report adopted.....	
Attached motion (Miscikowski - Pacheco) adopted.....	X
Attached resolution adopted().....	
Ordinance adopted.....	05/24/00
Motion adopted to approve attached report.....	
Motion adopted to approve attached communication.....	
To the Mayor FORTHWITH.....	X
Ordinance Number.....	173334
Publication date.....	06/12/00
Effective date.....	07/13/00
Mayor vetoed.....	
Mayor approved.....	06/02/00

City Clerk
vdw

steno\972313



Mayor's Time Stamp

TIME LIMIT FILES
ORDINANCES

RECEIVED
CITY CLERK'S OFFICE
00 MAY 26 PM 1:01

RECEIVED

00 MAY 26 P1:11

FORTHWITH

CITY CLERK

DEPUTY

COUNCIL FILE NUMBER DEPUTY MAYOR 97-2313

COUNCIL DISTRICT _____

COUNCIL APPROVAL DATE May 24, 2000

LAST DAY FOR MAYOR TO ACT _____

JUN 05 2000

ORDINANCE TYPE: Ord of Intent Zoning Personnel General
Improvement X LAMC LAAC CU or Var Appeals - CPC No _____

SUBJECT MATTER: ORDINANCE EXTENDING THE OPERATION OF SECTION 53.15.5 OF THE LOS ANGELES MUNICIPAL CODE BY 36 MONTHS FROM ITS AMENDMENT

APPROVED DISAPPROVED

PLANNING COMMISSION _____

DIRECTOR OF PLANNING _____

CITY ATTORNEY X _____

CITY ADMINISTRATIVE OFFICER X _____

OTHER: _____

RECEIVED
CITY CLERK'S OFFICE
00 JUN -2 PM 3:25
BY CITY CLERK
DEPUTY

JUN 02 2000

DATE OF MAYOR APPROVAL, DEEMED APPROVED OR *VETO: _____
*VETOED ORDINANCES MUST BE ACCCOMPANIED WITH OBJECTIONS IN WRITING PURSUANT TO CHARTER SEC. 29

(CITY CLERK USE ONLY PLEASE DO NOT WRITE BELOW THIS LINE)

DATE RECEIVED FROM MAYOR JUN 02 2000 ORDINANCE NO. 173334

DATE PUBLISHED JUN 12 2000 DATE POSTED _____ EFFECTIVE DATE JUL 13 2000

ORD OF INTENT: HEARING DATE _____ ASSESSMENT CONFIRMATION _____

ORDINANCE FOR DISTRIBUTION: Yes [] No []

ORDINANCE NO. 17334

An ordinance extending the operation of section 53.15.5 of the Los Angeles Municipal Code by 36 months from its amendment date.

THE PEOPLE OF THE CITY OF LOS ANGELS

DO ORDAIN AS FOLLOWS:

Section 1. The last sentence of Section 53.15.5 is hereby amended to read:

The provisions of this section shall be operative for a period of 36 months following the effective date of this amendment and shall be inoperative thereafter.

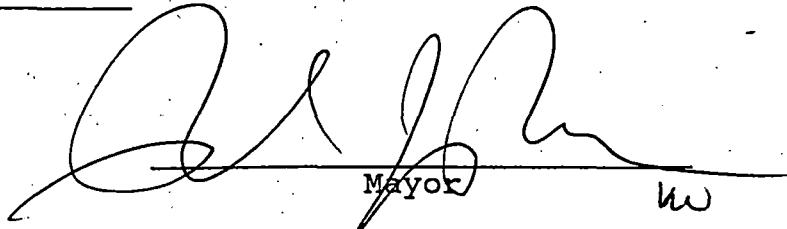
Sec. 2. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles at its meeting of MAY 24 2000.

J. MICHAEL CAREY, City Clerk

By Marin Koskenius
Deputy

Approved JUN 02 2000



The signature is a cursive script of the name J. Michael Carey. Below the signature, the word "Mayor" is printed in a smaller, sans-serif font, and to the right, there is a small, handwritten mark that appears to be "kw".

Approved as to Form and Legality

JAMES K. HAHN, City Attorney

By Valentin Dinu
Valentin Dinu
Deputy City Attorney

File No. 97-2313

172055
ORDINANCE NO. _____

An Ordinance amending the Los Angeles Administrative Code to make a technical correction to Ordinance No. 171,985 (Effective 5/18/98).

THE PEOPLE OF THE CITY OF LOS ANGELES

DO ORDAIN AS FOLLOWS:

Section 1. Ordinance No. 171,985, amending the Los Angeles Administrative Code, is hereby amended by changing the designation of "Chapter 8" to the following designation:

ARTICLE 8

Sec. 2. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles at its meeting of

JUN 02 1998

J. MICHAEL CAREY, City Clerk

By

Deputy

JUN 08 1998

Approved


John W. Blawie
Mayor

Approved as to Form and Legality

May 6, 1998

JAMES K. HAHN, City Attorney

By Valentin Dinu
Valentin Dinu
Deputy City Attorney

File No. 97-2313

17

97-2313

- ORDINANCE relative to amending the Los Angeles Administrative Code to make a technical correction to Ordinance No. 171,985 which provides for an Electronic Animal Identification Device Revolving Fund.

Recommendations for Council action:

PRESENT and ADOPT accompanying ORDINANCE amending the LAAC to make a technical correction to Ordinance No. 171,985, which provides for an Electronic Animal Identification Device Revolving Fund, changing a designation of "Chapter 8" to "Article 8."

Fiscal Impact Statement: Not applicable.

(The Public Safety Committee waives consideration of this matter.)

JAW
5/27/98

#972313c

Ord
ADOPTED

JUN 02 1998

LOS ANGELES CITY COUNCIL

02-Jun-98 11:20:23 AM #11

ITEM(S)

Voting on Item(s): 16,17,18

Roll Call

ALARCON	Absent
ALATORRE	Yes
BERNSTON	Yes
CHICK	Yes
FEUER	Yes
GALANTER	Yes
GOLDBERG	Yes
HERNANDEZ	Yes
HOLDEN	Yes
MISCIKOWSKI	Yes
RIDLEY-THOMAS	Yes
SVORINICH	Absent
WACHS	Yes
WALTERS	Absent
*FERRARO	Yes

Present: 12, Yes: 12 No: 0

PUBLIC SAFETY COMMITTEE
SUGGESTED NOTIFICATION OF COUNCIL ACTION

Council File No. 97-2313

<input type="checkbox"/>	Council Member(s)	
<input type="checkbox"/>	Mayor (with/without file)	(Mail Stop 370)
<input checked="" type="checkbox"/>	City Administrative Officer	(Mail Stop 130)
<input checked="" type="checkbox"/>	City Attorney	(Mail Stop 140)
<input checked="" type="checkbox"/>	Chief Legislative Analyst	(Mail Stop 136)
<input checked="" type="checkbox"/>	Controller	(Mail Stop 183)
<input type="checkbox"/>	Personnel Department	(Mail Stop 391)
<input type="checkbox"/>	Police Department	(Mail Stop 400)
<input type="checkbox"/>	Board of Police Commissioners	(Mail Stop 400)
<input type="checkbox"/>	Fire Department	(Mail Stop 250)
<input type="checkbox"/>	Board of Fire Commissioners	(Mail Stop 250)
<input checked="" type="checkbox"/>	Department of Animal Regulation	(Mail Stop 105)
<input checked="" type="checkbox"/>	Board of Animal Regulation Commissioners	(Mail Stop 105)
<input type="checkbox"/>	Dept. of Building and Safety	(Mail Stop 115)
<input type="checkbox"/>	Board of Building and Safety Commissioners Building Advisory Appeal Board	(Mail Stop 115)
<input type="checkbox"/>	Department of Social Service	(Mail Stop 700)
<input type="checkbox"/>	Board of Social Service Commissioners	(Mail Stop 700)
<input type="checkbox"/>		
<input type="checkbox"/>		

J. MICHAEL CAREY
City Clerk

When making inquiries
relative to this matter
refer to File No.

CITY OF LOS ANGELES

CALIFORNIA



97-2313

RICHARD J. RIORDAN
MAYOR

Office of
CITY CLERK
Council and Public Services
Room 395, City Hall
Los Angeles, CA 90012
Council File Information - (213) 485-5703
General Information - (213) 485-5705

Pat Healy
Chief Legislative Assistant

May 12, 1998

PUBLIC SAFETY COMMITTEE

In accordance with Council Rules, communication from the City Attorney relative to an ordinance amending the Los Angeles Administrative Code to make a technical correction to Ordinance No. 171,985 (Electronic Animal Identification Device Revolving Fund) effective May 18, 1998, was referred on May 12, 1998, to the PUBLIC SAFETY COMMITTEE.

J. Michael Carey
City Clerk
amm
reports\051298.ltr





JAMES K. HAHN
CITY ATTORNEY

WRITER'S DIRECT DIAL: 213-847-5608

213-237-0399

FAX:

TTY:

Office of the City Attorney
Los Angeles, California

1998 0146

REPORT NO.

REPORT RE:

MAY 07 1998

AN ORDINANCE AMENDING THE LOS ANGELES ADMINISTRATIVE
CODE TO MAKE A TECHNICAL CORRECTION TO ORDINANCE
NO. 171,985 (Effective 5/18/98)

The Honorable City Council
City of Los Angeles
Room 615, City Hall East
Los Angeles, CA 90012

(Council File No. 97-2313 not transmitted herewith)

Honorable Members:

It has come to our attention that Ordinance No. 171,985, which will become effective on May 18, 1998 and provides for an Electronic Animal Identification Device Revolving Fund, inadvertently added another Chapter 8 to Division 5 of the Los Angeles Administrative Code instead of adding Article 8 to the existing Chapter 8.

In order to correct this error, we have prepared and transmit herewith, approved as to form and legality, a draft of an ordinance amending Ordinance No. 171,985 by changing its designation of "Chapter 8" to that of "Article 8".

Because of a lack of time and the purely remedial nature of the draft, it has not been submitted for approval as to form pursuant to Council rule 38.

Ord.
ADOPTED
JUN 02 1998

LOS ANGELES CITY COUNCIL

VFD:dp
Enclosure

Very truly yours,

JAMES K. HAHN, City Attorney

By

Valentin Dinu

VALENTIN DINU

Deputy City Attorney

PUBLIC SAFETY

MAY 11 1998

AN EQUAL EMPLOYMENT OPPORTUNITY — AFFIRMATIVE ACTION EMPLOYER

1800 CITY HALL EAST • 200 N. MAIN STREET • LOS ANGELES, CA 90012-4131 • (213) 485-6370

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ORDINANCE NO. _____

An Ordinance amending the Los Angeles Administrative Code to make a technical correction to Ordinance No. 171,985 (Effective 5/18/98).

THE PEOPLE OF THE CITY OF LOS ANGELES

DO ORDAIN AS FOLLOWS:

Section 1. Ordinance No. 171,985, amending the Los Angeles Administrative Code, is hereby amended by changing the designation of "**Chapter 8**" to the following designation:

ARTICLE 8

Sec. 2. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles at its meeting of

J. MICHAEL CAREY, City Clerk

By _____
Deputy

Approved _____

Mayor

Approved as to Form and Legality

May 6, 1998

JAMES K. HAHN, City Attorney

By Valentin Dinu
Valentin Dinu
Deputy City Attorney

File No. 97-2313

J. MICHAEL CAREY
City Clerk

When making inquiries
relative to this matter
refer to File No.

97-2313

CITY OF LOS ANGELES

CALIFORNIA



RICHARD J. RIORDAN
MAYOR

Office of
CITY CLERK
Council and Public Services
Room 395, City Hall
Los Angeles, CA 90012
Council File Information - (213) 485-5703
General Information - (213) 485-5705

Pat Healy
Chief Legislative Assistant

April 16, 1998

City Administrative Officer
cc: Risk Manager
Chief Legislative Analyst
Animal Regulation Department

Controller: Room 220
Accounting Division, F & A
Disbursement Division
Animal Regulation Commission

RE: ADDING SECTIONS TO THE LAMC TO PROVIDE FOR THE IMPLANTATION OF
ELECTRONIC ANIMAL IDENTIFICATION DEVICES IN DOGS AND CATS

At the meeting of the Council held March 31, 1998, the following
action was taken:

Attached report adopted.....	.....
" motion " ( ) .....	.....
" resolution " ( ) .....	.....
Two ordinances adopted.....	X
Motion adopted to approve attached report.....	.....
" " " " " communication.....	.....
To the Mayor FORTHWITH.....	X
Ordinance Numbers.....	171984 & 171985
Publication date.....	04-17-98
Effective date.....	05-18-98
Mayor vetoed.....	.....
Mayor approved.....	.....
Mayor failed to act - deemed approved.....	.....
Findings adopted.....	.....
Negative Declaration adopted.....	.....
Categorically exempt.....	.....
Generally exempt.....	.....

J. Michael Carey

City Clerk
jv
steno\972313

APR 20 1998
PLACE IN FILE



Mayor's Time Stamp

RECEIVED
98 APR -8 A9:41
DEPUTY MAYOR

TIME LIMIT FILES
SECOND READING
ORDINANCES

FORTHWITH

City Clerk's Time Stamp,

FILED
CITY CLERK'S OFFICE

COUNCIL FILE NUMBER 97-2313

COUNCIL DISTRICT _____

COUNCIL APPROVAL DATE March 31, 1998

LAST DAY FOR MAYOR TO ACT

98 APR -8 A10:32

APR 20 1998

ORDINANCE TYPE: Ord of Intent Zoning Personnel General

Improvement LAMC LAAC CU or Var Appeals - CPC No CITY CLERK

SUBJECT MATTER: 1. ADDING SECTION 53.15.5 TO ARTICLE 3, CHAPTER V OF THE LAMC TO PROVIDE FOR THE IMPLANTATION OF ELECTRONIC ANIMAL IDENTIFICATION DEVICES IN DOGS AND CATS AND THE ASSOCIATED FEES OF \$15 FOR DOGS AND CATS ADOPTED FROM CITY SHELTERS AND \$25 TO BE PAID BY PET OWNERS WHO VOLUNTARILY ELECT TO HAVE SUCH A DEVICE IMPLANTED IN THEIR DOG OR CAT
2. ADDING CHAPTER 8 TO DIVISION 5 OF THE LAAC, TO PROVIDE FOR AN ELECTRONIC ANIMAL IDENTIFICATION DEVICE REVOLVING FUND

RECOMMENDATIONS:

APPROVED DISAPPROVED

PLANNING COMMISSION _____

DIRECTOR OF PLANNING _____

CITY ATTORNEY _____

CITY ADMINISTRATIVE OFFICER _____

OTHER: Public Safety Comte _____
Animal Regulation Dept _____

APR 14 1998

DATE OF MAYOR APPROVAL, DEEMED APPROVED OR *VETO:

*VETOED ORDINANCES MUST BE ACCOMPANIED WITH OBJECTIONS IN WRITING PURSUANT TO CHARTER SEC. 29

(CITY CLERK USE ONLY PLEASE DO NOT WRITE BELOW THIS LINE)

DATE RECEIVED FROM MAYOR

4-14-98

ORDINANCE NO.

171984+

171985

DATE PUBLISHED

4-17-98

DATE POSTED

EFFECTIVE DATE

5-18-98

ORD OF INTENT: HEARING DATE

ASSESSMENT CONFIRMATION

RECEIVED
CITY CLERK'S OFFICE
98 APR 14 PM 12:09

BY CITY CLERK

DEPUTY

CITY CLERK

38 WKS-8 WO 35

CITY CLERK
LIP

RECEIVED
14 APR 18 1998
DEPUTY
BECOME



JAMES K. HAHN
CITY ATTORNEY

WRITER'S DIRECT DIAL: 213-847-5608

FAX: 213-237-0399
TTY:

Office of the City Attorney
Los Angeles, California

REPORT NO. R98-0073

REPORT RE:

MAR 03 1998

AN ORDINANCE ADDING CHAPTER 8 TO DIVISION 5
OF THE LOS ANGELES ADMINISTRATIVE CODE, TO
PROVIDE FOR AN ELECTRONIC ANIMAL IDENTIFICATION
DEVICE REVOLVING FUND.

The Honorable City Council
City of Los Angeles
Room 395, City Hall
Los Angeles, CA 90012

(Council File No. 97-2313 transmitted herewith)

Honorable Members:

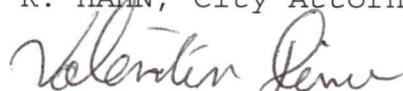
In accordance with your instructions of January 16, 1998, we have prepared and transmit herewith, approved as to form and legality, a draft of an ordinance adding Chapter 8 to Division 5 of the Los Angeles Administrative Code, to provide for an Electronic Animal Identification Device Revolving Fund.

This draft has been approved as to form by the Department of Animal Regulation under Council Rule 38.

MAR 31 1998- Ord OVER ONE WEEK TO April 7, 1998 Very truly yours,

JAMES K. HAHN, City Attorney

By


VALENTIN DINU

Deputy City Attorney

**Ordinance
ADOPTED**

APR 07 1998

VFD:dp
Enclosure

LOS ANGELES CITY COUNCIL

TO THE MAYOR FORTHWITH

AN EQUAL EMPLOYMENT OPPORTUNITY — AFFIRMATIVE ACTION EMPLOYER

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ORDINANCE NO. 171984

An Ordinance adding Section 53.15.5 to Article 3 - Chapter V of the Los Angeles Municipal Code, to provide for the implantation of Electronic Animal Identification Devices in dogs and cats.

THE PEOPLE OF THE CITY OF LOS ANGELS

DO ORDAIN AS FOLLOWS:

Section 1. Section 53.15.5 is hereby added to Article 3 of Chapter V of the Los Angeles Municipal Code to read:

Section 53.15.5. ELECTRONIC ANIMAL IDENTIFICATION DEVICE.

The Department of Animal Regulation shall implant each dog and cat adopted out of the Department's shelters with an Electronic Animal Identification Device approved and provided by the Department. The fee for the implanted device shall be \$15.00, to be paid by the person adopting the dog or cat in addition to any other adoption related fee.

Any owner of a dog or a cat may have an Electronic Animal Identification Device provided and implanted by the Department in said dog or cat. The fee for such implanted device shall be \$25.00.

The provisions of this section shall be operative for a period of 24 months following their initial operative date and shall be inoperative thereafter.

Sec. 2. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was introduced at the meeting of the Council of the City of Los Angeles on March 31, 1998 and was passed at its meeting of April 7, 1998.

J. MICHAEL CAREY, City Clerk
By J. M. Carey
Deputy

Approved APR 14 1998

W. J. Johnson
Mayor

Approved as to Form and Legality

March 2, 1998

JAMES K. HAHN, City Attorney

By Valentin Dinu
Valentin Dinu
Deputy City Attorney

File No. 97-2313

171985
ORDINANCE NO. _____

An Ordinance adding Chapter 8 to Division 5 of the Los Angeles Administrative Code, to provide for an Electronic Animal Identification Device Revolving Fund.

THE PEOPLE OF THE CITY OF LOS ANGELS

DO ORDAIN AS FOLLOWS:

Section 1. Chapter 8 is hereby added to Division 5 of the Los Angeles Administrative Code to read:

CHAPTER 8

ELECTRONIC ANIMAL IDENTIFICATION DEVICE

REVOLVING FUND

Sec. 5.150. Creation and Administration of the Fund.

(a) There is hereby created and established in the Treasury of the City of Los Angeles a special fund to be known as the "Electronic Animal Identification Device Revolving Fund," hereinafter referred to in this Chapter as the "Fund."

(b) The purpose of the Fund shall be to receive revenues and make expenditures in connection with the implantation by the Department of Animal Regulation or its authorized agent of Electronic Animal Identification Devices.

(c) All fees collected by the Department of Animal Regulation or its authorized agent for the implantation of Electronic Animal Identification Devices shall be deposited in the Fund.

(d) All interest and other earnings attributable to monies in the Fund shall be credited to the Fund.

(e) Monies deposited in the Fund shall be used to pay for all expenditures connected with the purchase and implantation of Electronic Animal Identification Devices by the Department of Animal Regulation.

(f) The Fund shall be administered and expenditures shall be authorized by the General Manager of the Department of Animal Regulation or his or her designee.

(g) Monies remaining in the Fund at the end of each fiscal year shall be transferred to the General Fund.

(h) The General Manager of the Department of Animal Regulation shall report to the City Council and the Mayor regarding and identifying all receipts into, and all expenditures out of, the Fund, as well as the purposes for which the expenditures were made. Each report shall cover a fiscal year and shall be submitted within 90 days after the close of said fiscal year.

Sec. 2. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was introduced at the meeting of the Council of the City of Los Angeles on March 31, 1998 and was passed at its meeting of April 7, 1998.

J. MICHAEL CAREY, City Clerk

By John M. Teller
Deputy

Deputy

APR 14 1998

Approved


John Mayor

Approved as to Form and Legality

March 2, 1998

JAMES K. HAHN, City Attorney

By Valentin Deine

Valentin Dinu
Deputy City Attorney

File No. 97-2313

364 13

TO CITY CLERK FOR PLACEMENT ON NEXT
REGULAR COUNCIL AGENDA TO BE POSTED **#66**
Motion **MAY 16 2000**

In March of 1998 the Mayor and City Council adopted an ordinance establishing a \$15 fee for microchip implanting of all dogs and cats adopted from City animal shelters and a \$25 fee for the voluntary microchip implanting of privately owned animals. The ordinance was to be effective for two years and sunset on May 17, 2000.

For a variety of reasons, implementation of the program was delayed and the authority to operate the program and charge the necessary fees will expire this month. As the Department of Animal Services is now prepared to implement the program within the next few months, a new ordinance must be adopted to re-authorize the program.

I THEREFORE MOVE that the City Council request the City Attorney to prepare and present within 10 days a draft ordinance re-authorizing the microchip implantation program and fees as originally set forth (Ordinances 171984, 171985 and 172055), to be effective for a period of 36 months, as follows:

ORDINANCE NO. _____

An ordinance extending the operation of section 53.15.5 of the Los Angeles Municipal Code by 36 months from its amendment.

THE PEOPLE OF THE CITY OF LOS ANGELES

DO ORDAIN AS FOLLOWS:

Section 1. The last sentence of Section 53.15.5 is hereby amended to read:

The provisions of this section shall be operative for a period of 36 months following the operative date of this amendment and shall be inoperative thereafter.

MOTION
ADOPTED

MAY 23 2000

LOS ANGELES CITY COUNCIL

RG

ORD- CONTINUED TO MAY 24, 2000

PRESENTED BY:

Cindy Miskikowski
CINDY MISCIKOWSKI
Councilmember, 11th District

SECONDED BY:

nick graham
ED.
ADOPTED

MAY 24 2000

May 16, 2000

LOS ANGELES CITY COUNCIL
TO THE MAYOR FORTHWITH

COUNCIL VOTE

24-May-00 11:01:52 AM, #3

ITEM(S)

Voting on Item(s): 5, 6, 13, 14, 15, 16, 36

Roll Call

BERNISON	Yes
CHICK	Yes
FEUER	Yes
GALANTER	Absent
GOLDBERG	Yes
HERNANDEZ	Yes
HOLDEN	Yes
MISCIKOWSKI	Yes
PACHECO	Yes
PADILLA	Yes
RIDLEY-THOMAS	Yes
*SVORINICH	Yes
WACHS	Yes
WALTERS	Yes
FERRARO	Absent

Present: 13, Yes: 13 No: 0

ORD.
ADOPTED

COUNCIL VOTE

23-May-00 10:26:53 AM, #3

ITEMS FOR WHICH PUBLIC HEARINGS HAVE NOT BEEN HELD - ITEMS 30-49

Voting on Item(s): 31-34, 37-39, 41-42, 44-45, 48-49

Roll Call

BERNSTON	Yes
CHICK	Yes
FEUER	Yes
GALANTER	Absent
GOLDBERG	Yes
HERNANDEZ	Yes
HOLDEN	Absent
MISCIKOWSKI	Yes
PACHECO	Yes
PADILLA	Yes
RIDLEY-THOMAS	Yes
SVORINICH	Yes
WACHS	Yes
WALTERS	Yes
*FERRARO	Yes

Present: 13, Yes: 13 No: 0

*MOTION
ADOPTED*



JAMES K. HAHN
CITY ATTORNEY

WRITER'S DIRECT DIAL 485-3645

FAX: 213-847-0400

TTY:

Office of the City Attorney
Los Angeles, California

REPORT NO. R00-0298
REPORT RE: MAY 23 2000

gc
AN ORDINANCE EXTENDING THE OPERATION OF SECTION
53.15.5 OF THE LOS ANGELES MUNICIPAL CODE BY 36
MONTHS FROM ITS AMENDMENT DATE.

The Honorable City Council
City of Los Angeles
Room 615, City Hall East
Los Angeles, CA 90012

(Council File No. 97-2313 not transmitted herewith)

Honorable Members:

In accordance with your instructions of May 23, 2000, we have prepared and transmit herewith, approved as to form and legality, a draft of an ordinance extending the operation of section 53.15.5 of the Los Angeles Municipal Code by 36 months from its amendment date.

Due to time constraints, this draft has been transmitted, but has not been approved as to form by the Department of Animal Regulation under Council Rule 38.

Very truly yours,

JAMES K. HAHN, City Attorney
By *Valentin Dinu*
VALENTIN DINU
Deputy City Attorney

VFD:dp
Enclosure

DEPUTY
BY
CITY CLERK

00 MAY 23 PM 4:16
CITY CLERK'S OFFICE
AN EQUAL EMPLOYMENT OPPORTUNITY — AFFIRMATIVE ACTION EMPLOYER

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J. MICHAEL CAREY
City Clerk

When making inquiries
relative to this matter
refer to File No.

CITY OF LOS ANGELE

CALIFORNIA



RICHARD J. RIORDAN
MAYOR

97-2313

Office of the
CITY CLERK

Council and Public Services

Room 615, City Hall

Los Angeles, CA 90012

Council File Information - (213) 485-5703

General Information - (213) 485-5705

PLACE IN FILES

JUN 17 1998

WMA
DEPUTY

June 12, 1998

City Administrative Officer
City Attorney
Chief Legislative Analyst
Animal Regulation Department

Controller, Room 1200
Accounting Division, F & A
Disbursement Division
Board of Animal Regulation Commissioners

RE: AMENDING THE LOS ANGELES ADMINISTRATIVE CODE TO MAKE A TECHNICAL
CORRECTION TO ORDINANCE NO. 171985 WHICH PROVIDES FOR AN ELECTRONIC
ANIMAL IDENTIFICATION DEVICE REVOLVING FUND

At the meeting of the Council held on June 2, 1998, the following
action was taken:

Attached report adopted.....
" motion " ()
" resolution " ()
Ordinance adopted..... **X**
Motion adopted to approve attached report.....
" " " " " communication.....
To the Mayor FORTHWITH.....
Ordinance Number..... **172055**
Publication date..... **6-16-98**
Effective date..... **7-17-98**
Mayor vetoed.....
Mayor approved..... **6-8-98**
Mayor failed to act - deemed approved.....
Findings adopted.....
Negative Declaration adopted.....

J. Michael Carey
City Clerk
jr

steno\972313

JRC 6/16/98

AN EQUAL EMPLOYMENT OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER

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Mayor's Time Stamp

TIME LIMIT FILES
ORDINANCES

RECEIVED

'98 JUN -3 A9:40

RECEIVED
CITY CLERK OFFICE Stamp

98 JUN -3 AM 9:35

CITY CLERK

BY DEPUTY

COUNCIL FILE NUMBER 97-2313

COUNCIL DISTRICT _____

COUNCIL APPROVAL DATE June 2, 1998

LAST DAY FOR MAYOR TO ACT

JUN 15 1998

ORDINANCE TYPE: Ord of Intent Zoning Personnel General

Improvement LAMC LAAC CU or Var Appeals - CPC No _____

SUBJECT MATTER: AMENDING THE LOS ANGELES ADMINISTRATIVE CODE TO MAKE A TECHNICAL CORRECTION TO
ORDINANCE NO. 171985 WHICH PROVIDES FOR AN ELECTRONIC ANIMAL IDENTIFICATION
DEVICE REVOLVING FUND

RECOMMENDATIONS:

APPROVED

DISAPPROVED

PLANNING COMMISSION _____

DIRECTOR OF PLANNING _____

CITY ATTORNEY XX _____

CITY ADMINISTRATIVE OFFICER _____

OTHER: PS Comte XX _____

JUN 08 1998

DATE OF MAYOR APPROVAL, DEEMED APPROVED OR *VETO:

*VETOED ORDINANCES MUST BE ACCOMPANIED WITH OBJECTIONS IN WRITING PURSUANT TO CHARTER SEC. 29

(CITY CLERK USE ONLY PLEASE DO NOT WRITE BELOW THIS LINE)

DATE RECEIVED FROM MAYOR JUN 09 1998

ORDINANCE NO. 172055

DATE PUBLISHED JUN 16 1998

DATE POSTED _____

EFFECTIVE DATE JUL 17 1998

ORD OF INTENT: HEARING DATE _____ ASSESSMENT CONFIRMATION _____

RECEIVED
CITY CLERK'S OFFICE

98 JUN -9 AM 9:01

BY CITY CLERK
DEPUTY

RECEIVED

UNION CITY, B.C.

DEPUTY

98 JUN -9 AM 9:01



4
JAMES K. HAHN
CITY ATTORNEY

Office of the City Attorney
Los Angeles, California

WRITER'S DIRECT DIAL: 213-847-5608

FAX: 213-237-0399

TTY:

REPORT NO. R98-0072

REPORT RE: MAR 03 1998

AN ORDINANCE ADDING SECTION 53.15.5 TO ARTICLE 3,
CHAPTER V OF THE LOS ANGELES MUNICIPAL CODE, TO
PROVIDE FOR THE IMPLANTATION OF ELECTRONIC
ANIMAL IDENTIFICATION DEVICES IN DOGS AND CATS.

The Honorable City Council
City of Los Angeles
Room 395, City Hall
Los Angeles, CA 90012

(Council File No. 97-2313 transmitted herewith)

Honorable Members:

In accordance with your instructions of January 16, 1998, we have prepared and transmit herewith, approved as to form and legality, a draft of an ordinance adding Section 53.15.5 to Article 3, Chapter V of the Los Angeles Municipal Code, to provide for the implantation of Electronic Animal Identification Devices in dogs and cats.

This draft has been approved as to form by the Department of Animal Regulation under Council Rule 38.

MAR 31 1998 *Ord.* ~~OVER ONE WEEK TO~~ *APR 07, 1998*

Very truly yours,

Ord.
ADOPTED
APR 07 1998

LOS ANGELES CITY COUNCIL

VFD:dp
Enclosure TO THE MAYOR FORTHWITH

JAMES K. HAHN, City Attorney
By *Valentin Dinu*
VALENTIN DINU
Deputy City Attorney

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AGENDA NO. 2-44		YES	NO	AGE	TYPE
ALAROM	YES	BERSON	YES	CHICK	5
SHAMITER	YES	GOLDBERG	YES	HEMANGIOMA	YES
SWORNISH	YES	WAGCH	YES	NEUTROPHIL	YES
RISLEY-THOMAS	YES	WALTERS	YES	NEUTROPHIL	YES

ORDINANCE NO. _____

An Ordinance adding Section 53.15.5 to Article 3 - Chapter V of the Los Angeles Municipal Code, to provide for the implantation of Electronic Animal Identification Devices in dogs and cats.

THE PEOPLE OF THE CITY OF LOS ANGELS

DO ORDAIN AS FOLLOWS:

Section 1. Section 53.15.5 is hereby added to Article 3 of Chapter V of the Los Angeles Municipal Code to read:

Section 53.15.5. ELECTRONIC ANIMAL IDENTIFICATION DEVICE.

The Department of Animal Regulation shall implant each dog and cat adopted out of the Department's shelters with an Electronic Animal Identification Device approved and provided by the Department. The fee for the implanted device shall be \$15.00, to be paid by the person adopting the dog or cat in addition to any other adoption related fee.

Any owner of a dog or a cat may have an Electronic Animal Identification Device provided and implanted by the Department in said dog or cat. The fee for such implanted device shall be \$25.00.

The provisions of this section shall be operative for a period of 24 months following their initial operative date and shall be inoperative thereafter.

Sec. 2. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles at its meeting of _____

J. MICHAEL CAREY, City Clerk

By _____
Deputy

Approved _____

Mayor

Approved as to Form and Legality

March 2, 1998

JAMES K. HAHN, City Attorney

By Valentin Dinu
Valentin Dinu
Deputy City Attorney

File No. 97-2313

ORDINANCE NO. _____

An Ordinance adding Chapter 8 to Division 5 of the Los Angeles Administrative Code, to provide for an Electronic Animal Identification Device Revolving Fund.

THE PEOPLE OF THE CITY OF LOS ANGELS

DO ORDAIN AS FOLLOWS:

Section 1. Chapter 8 is hereby added to Division 5 of the Los Angeles Administrative Code to read:

CHAPTER 8

ELECTRONIC ANIMAL IDENTIFICATION DEVICE

REVOLVING FUND

Sec. 5.150. Creation and Administration of the Fund.

(a) There is hereby created and established in the Treasury of the City of Los Angeles a special fund to be known as the **"Electronic Animal Identification Device Revolving Fund,"** hereinafter referred to in this Chapter as the **"Fund."**

(b) The purpose of the Fund shall be to receive revenues and make expenditures in connection with the implantation by the Department of Animal Regulation or its authorized agent of Electronic Animal Identification Devices.

(c) All fees collected by the Department of Animal Regulation or its authorized agent for the implantation of Electronic Animal Identification Devices shall be deposited in the Fund.

(d) All interest and other earnings attributable to monies in the Fund shall be credited to the Fund.

(e) Monies deposited in the Fund shall be used to pay for all expenditures connected with the purchase and implantation of Electronic Animal Identification Devices by the Department of Animal Regulation.

(f) The Fund shall be administered and expenditures shall be authorized by the General Manager of the Department of Animal Regulation or his or her designee.

(g) Monies remaining in the Fund at the end of each fiscal year shall be transferred to the General Fund.

(h) The General Manager of the Department of Animal Regulation shall report to the City Council and the Mayor regarding and identifying all receipts into, and all expenditures out of, the Fund, as well as the purposes for which the expenditures were made. Each report shall cover a fiscal year and shall be submitted within 90 days after the close of said fiscal year.

Sec. 2. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles at its meeting of _____

J. MICHAEL CAREY, City Clerk

By _____
Deputy

Approved _____

Mayor

Approved as to Form and Legality

March 2, 1998

JAMES K. HAHN, City Attorney

By Valentin Dinu
Valentin Dinu
Deputy City Attorney

File No. 97-2313

3

97-2313 - ORDINANCES relative to adding Section 53.15.5 to Article 3, Chapter V of the Los Angeles Municipal Code (LAMC) to provide for the implantation of Electronic Animal Identification Devices in dogs and cats and the associated fees, and adding Chapter 8 to Division 5 of the Los Angeles Administrative Code (LAAC), to provide for an Electronic Animal Identification Device Revolving Fund.

Recommendations for Council action:

1. PRESENT and ADOPT accompanying ORDINANCE adding Section 53.15.5 to Article 3, Chapter V of the LAMC to provide for the implantation of Electronic Animal Identification Devices in dogs and cats and the associated fees of \$15 for dogs and cats adopted from City shelters and \$25 to be paid by pet owners who voluntarily elect to have such a Device implanted in their dog or cat.
2. PRESENT and ADOPT accompanying ORDINANCE adding Chapter 8 to Division 5 of the LAAC, to provide for an Electronic Animal Identification Device Revolving Fund.

(Pursuant to Council action of January 14, 1998, adopting Public Safety Committee Report dated January 9, 1998.)

JAW
3/6/98

#972313b

CITY OF LOS ANGELES
NOTICE OF PUBLIC HEARING

On March 31, 1998, at its regularly scheduled Council session, the Los Angeles City Council will hold a public hearing at 10:00 a.m. or as soon thereafter as the matter can be heard, relative to an Ordinance adding Section 53.15.5 to Article 3, Chapter V of the Los Angeles Municipal Code to provide for the implantation of Electronic Animal Identification Devices in dogs and cats and the associated fees of \$15 for dogs and cats adopted from City shelters and \$25 to be paid by pet owners who voluntarily elect to have such a Device implanted in their dog or cat.

The Council File on this matter may be examined in the office of the City Clerk, Room 615, City Hall East. Written comments may also be submitted to the City Clerk prior to the hearing.

Council meets at 10:00 a.m.
Address: 200 North Spring Street
Council Chamber (Room 340, City Hall)

J. MICHAEL CAREY
City Clerk

C.F. No. 97-2313
By: John A. White, Deputy City Clerk

3/6/98

#972313p

PUBLIC SAFETY COMMITTEE
SUGGESTED NOTIFICATION OF COUNCIL ACTION

Council File No. 97-2313

Council Member(s) _____

Mayor (with/without file) (Mail Stop 370)

City Administrative Officer (Mail Stop 130)

City Attorney (Mail Stop 140)

Chief Legislative Analyst (Mail Stop 136)

Controller (Mail Stop 183)

Personnel Department (Mail Stop 391)

Police Department (Mail Stop 400)

Board of Police Commissioners (Mail Stop 400)

Fire Department (Mail Stop 250)

Board of Fire Commissioners (Mail Stop 250)

Department of Animal Regulation (Mail Stop 105)

Board of Animal Regulation Commissioners (Mail Stop 105)

Dept. of Building and Safety (Mail Stop 115)

Board of Building and Safety Commissioners
Building Advisory Appeal Board (Mail Stop 115)

Department of Social Service (Mail Stop 700)

Board of Social Service Commissioners (Mail Stop 700)

J. MICHAEL CAREY
City Clerk

CITY OF LOS ANGELES

CALIFORNIA



When making inquiries
relative to this matter
refer to File No.

97-2313

RICHARD J. RIORDAN
MAYOR

Office of
CITY CLERK
Council and Public Services
Room 395, City Hall
Los Angeles, CA 90012
Council File Information - (213) 485-5703
General Information - (213) 485-5705

Pat Healy
Chief Legislative Assistant

JAN 22 1998

January 16, 1998

City Attorney (w/file)
Chief Legislative Analyst
Controller, Room 220
Accounting Division, F & A
Disbursement Division

City Administrative Officer
cc: Risk Manager
Department of Animal Regulations
Bd of Animal Regulation Commissioners

RE: ANIMAL REGULATION DEPARTMENT ESTABLISHING AN ELECTRONIC ANIMAL
IDENTIFICATION SYSTEM

At the meeting of the Council held January 14, 1998, the following
action was taken:

Attached report adopted..... X
Attached motion () adopted.....
Attached resolution adopted.....
Ordinance adopted.....
Motion adopted to approve attached report.....
Motion adopted to approve attached communication.....
To the Mayor for concurrence.....
To the Mayor FORTHWITH.....
Mayor concurred.....
Appointment confirmed.....
Findings adopted.....
Negative Declaration adopted.....
Categorically exempt.....
Generally exempt.....
EIR certified.....
Tract map approved for filing with the County Recorder.....
Parcel map approved for filing with the County Recorder.....
Bond approved is No. _____ of Contract.....

Michael Carey

City Clerk
dng

steno\972313



23

PUBLIC SAFETY COMMITTEE
Report/Communication for Signature

CALLED SPECIAL

Council File Number 97-2313

Committee Meeting Date 1-5-98

Council Date 1-14-98

COMMITTEE MEMBER	YES	NO	ABSENT
COUNCILMEMBER CHICK, Chair	✓		
COUNCILMEMBER FEUER	✓		
COUNCILMEMBER ALARCON	✓		

Remarks Approve Electronic animal identification
System contract.

John A. White, Legislative Assistant ♦♦♦♦ Telephone 485-5775

TO THE COUNCIL OF THE
CITY OF LOS ANGELES

Your

PUBLIC SAFETY COMMITTEE

reports as follows:

	<u>Yes</u>	<u>No</u>
Public Comments	XX	—

PUBLIC SAFETY COMMITTEE REPORT relative to the Animal Regulation Department establishing an electronic animal identification system.

Recommendations for Council action:

1. APPROVE the proposed contract with American Veterinary Identification Devices (attached to Council File No. 97-2313); and, AUTHORIZE the General Manager, Animal Regulation Department to execute the contract for a three-year term, effective upon execution, subject to the approval of the City Risk Manager, and further subject to the approval of the City Attorney as to form and legality.
2. REQUEST the City Attorney, with the assistance of the Animal Regulation Department, to:
 - a. Prepare an ordinance, to be effective for two years, establishing a \$15 fee for microchip implanting of all dogs and cats adopted from City animal shelters and a \$25 fee for the voluntary microchip implanting of privately owned animals.
 - b. Prepare an ordinance establishing a revolving fund for the receipt, deposit, and disbursement of revenue related to the electronic animal identification system, providing for the transfer of monies in excess of expenditures for microchips and related expenses to the General Fund at the end of each fiscal year.

Fiscal Impact Statement: The City Administrative Officer (CAO) reports that the cost of this program would be funded by the proposed fees. The Animal Regulation Department anticipates that about \$50,000 in annual General Fund revenue will result from this program.

Summary:

In a June 30, 1997, report to the Mayor (attached to Council File No. 97-2313), the Animal Regulation Department states the primary purpose of creating an Electronic Animal Identification System is to establish a safe, effective, and accurate method of identifying dogs, cats, and other animals using modern microchip technology. A small, glass-encapsulated unique transponder is

implanted under an animal's skin when adopted out by the Department. This transponder provides positive identification for the animal when a scanner is passed over it. The Department further states that this system will augment the current animal licensing and identification program. Once implemented, it will help animal shelter staff accurately identify a lost animal's proper owner, reducing improper adoptions and animal euthanasia.

In response to the Department's Request for Proposal, three proposals were received from bidders. An evaluation team, made up of representatives of the Department, the Southern California Veterinary Medical Association, and the American Humane Association, found AVID to be the best qualified and recommended the contract be awarded accordingly. AVID will provide microchip scanners, implantation device, training, and program support with the purchase, at a cost of \$12 each, of the microchips. AVID will also provide the names and addresses of owners of lost pets turned into a City animal shelter. Bulk quantity discounts will also be available for microchips purchased for special department events.

The Department will charge a fee of \$15 for this service for animals adopted from City animal shelters. Even with this additional cost, total adoption fees are still comparable with those of the County's. Other animal regulation agencies have reported that no decrease in animal adoptions has occurred as a result of microchip fee increases.

In a November 12, 1997, report to the Mayor (attached to Council File NO. 97-2313), the CAO recommends approval of the Animal Regulation's Department request to contract with AVID and to implement this program. The CAO states that this will be a two-year, pilot program and further recommends that a revolving fund be established to receive program revenue and to pay for microchips and related expenses. The current costs to adopt from City shelters is \$74 for dogs and \$50 for cats. The \$15 microchip fee will increase the cost for dogs to \$89 and the cost for cats to \$65. In addition to implanting microchips in cats and dogs adopted out of City animal shelters, pet owners may voluntarily elect to have microchips implanted in their animals for a fee of \$25.

At their meeting held January 5, 1998, the Public Safety Committee discussed this proposal with representatives of the CAO, the Animal Regulation Department, and AVID. The General Manager, Animal Regulation Department stated that even with this additional fee for microchip insertion, adoption fees at City shelters are still less than the price one would pay to purchase a cat or dog at a pet store. The Department General Manager further stated that considerable public outreach will be conducted and events will be held at dog parks. The representative of AVID stated that the private sector cost to perform this is \$60 to \$100 per animal. The AVID representative further stated that other municipalities implementing this

program have experienced a dramatic increase in finding the owners of lost pets and have not experienced a decrease in adoption rates. The CAO representative stated, that as a pilot program, the Department will be able to evaluate overall operational costs. The Committee recommended that Council approve, and authorize the General Manager, Animal Regulation Department to negotiate and execute the proposed contract with AVID, and also to request the City Attorney to draft the ordinances necessary to effectuate microchip fees and to establish a revolving fund for the receipt and expenditure of program revenue.

Respectfully submitted,

PUBLIC SAFETY COMMITTEE

Laura Chick
Michael Tuan

JAW
01/09/98

#972313

RPT.
ADOPTED

JAN 14 1998

Los Angeles City Council

***** AGENDA NO. 23 YES: 13 NO: 1 ABS: 1 01/14/98 10 57 43
ALARCON.....YES ALATORRE.....YES BERNSON.....YES CHICK.....YES
FEUER.....YES GALANTER.....YES GOLDBERG.....YES HERMANDEZ.....NO
HOLDEEN.....YES MISCIKOWSKI.....YES RIDLEY-THOMAS YES SVORINICH.....YES
WALTERS.....YES FERRARO.....YES WACHS.....ABS

DATE: _____

COUNCIL ITEM NO. 23

PLEASE PRINT

PERSONS SEATED AT CENTER TABLE TO ANSWER QUESTIONS
AND PROVIDE INFORMATION TO COUNCIL MEMBERS

NAME	TITLE	ORGANIZATION
 <u>Michael Burns</u>	<u>Director ShelterProj</u>	<u>AIDS</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____
13. _____	_____	_____
14. _____	_____	_____

PUBLIC SAFETY COMMITTEE
SUGGESTED NOTIFICATION OF COUNCIL ACTION

Council File No. 97-2313

Council Member(s) _____

Mayor (with/without file) (Mail Stop 370)

City Administrative Officer (Mail Stop 130)

City Attorney *ul fil* (Mail Stop 140)

Chief Legislative Analyst (Mail Stop 136)

Controller (Mail Stop 183)

Personnel Department (Mail Stop 391)

Police Department (Mail Stop 400)

Board of Police Commissioners (Mail Stop 400)

Fire Department (Mail Stop 250)

Board of Fire Commissioners (Mail Stop 250)

Department of Animal Regulation (Mail Stop 105)

Board of Animal Regulation Commissioners (Mail Stop 105)

Dept. of Building and Safety (Mail Stop 115)

Board of Building and Safety Commissioners
Building Advisory Appeal Board (Mail Stop 115)

Department of Social Service (Mail Stop 700)

Board of Social Service Commissioners (Mail Stop 700)

CAO - Risk Manager

CITY OF LOS ANGELES SPEAKER CARD

Date

1/5/98

Council File No., Agenda Item, or Case No.

I wish to speak before the

PUBLIC SAFETY COMMITTEE

Do you wish to provide general public comment, or to speak for or against a proposal on the agenda? (✓) For proposal

Name: MICHAEL BURNS () Against proposal
() General comments

Name: MICHAEL BURNS () Against proposal
() General comments

Business or Organization Affiliation: AVID (AMERICAN VETERINARY DEVICES)

Business phone: 1800 336 2843 Representing: 4U1D

CHECK HERE IF YOU ARE A PAID SPEAKER AND PROVIDE CLIENT INFORMATION BELOW:

Client Name: _____ Phone #: _____

Client Address: _____

Please see reverse of card for important information and submit this entire card to the presiding officer or chairperson.

J. MICHAEL CAREY
City Clerk

CITY OF LOS ANGELES

CALIFORNIA



RICHARD J. RIORDAN
MAYOR

When making inquiries
relative to this matter
refer to File No.

Office of
CITY CLERK
Council and Public Services
Room 395, City Hall
Los Angeles, CA 90012
Council File Information - (213) 485-5703
General Information - (213) 485-5705

Pat Healy
Chief Legislative Assistant

97-2313

December 12, 1997

PUBLIC SAFETY COMMITTEE

In accordance with Council Rules, communication from the Department of Animal Regulation relative to implementation of an Electronic Animal Identification System, was referred on December 12, 1997, to the PUBLIC SAFETY COMMITTEE.

J. Michael Carey
City Clerk
amm



TRANSMITTAL

0150-06430-0001



TO	DATE	COUNCIL FILE No.
The Council	DEC 08 1997	
FROM		COUNCIL DISTRICT
The Mayor		

Electronic Animal Identification System

Transmitted for your consideration. See

City Administrative Officer report attached.

[Signature]
J. K. MAYOR

PUBLIC SAFETY

DEC 12 1997

REPORT FROM



CITY ADMINISTRATIVE OFFICER

TO The Mayor	DATE 11-12-97	CAO FILE No. 0150-06430-0001
REFERENCE Letter from the Department of Animal Regulation dated June 30, 1997; referred by the Mayor		COUNCIL FILE No.
SUBJECT Electronic Animal Identification System		COUNCIL DISTRICT

SUMMARY

The Animal Regulation Department requests Council approval to establish an electronic animal identification system (microchipping) program. The request consists of: 1) approval to contract with American Veterinary Identification Devices (AVID) for the purchase of microchips, related equipment and staff training for a term of three years with an option to renew the contract for two one-year terms; 2) the establishment of a \$15 implant fee for all dogs and cats adopted from City shelters and a \$25 fee for the voluntary implanting of microchips of privately owned animals; and, 3) the establishment of a revolving fund to collect revenue from implants and to pay the contractor for the microchips. Excess funds would be transferred to the General Fund annually.

The department proposes to establish this microchip program to provide a safe, effective and accurate method of identifying animals. The program uses a technology in which a small glass-encapsulated transponder (microchip) is implanted under an animal's skin. The microchip provides a positive identification when a scanner is passed over the animal. The department believes that the program, if successful, could help reduce the number of animals euthanized due to improved identification. The department is proposing that the program be authorized on a two-year pilot basis. After that, it would evaluate the program's success, including the impact on the number of animals adopted and make a recommendation to the Council whether or not to extend the program permanently.

Contract

AVID was selected as a result of a request for proposals (RFP) released by the department in March 1997. The department received a total of three proposals. The proposers were AVID, Schering-Plough Animal Health and Tracenet Technologies, Inc. The proposals were evaluated by a panel of

(Summary continued)

CITY ADMINISTRATIVE OFFICER



five members consisting of three department representatives and two representatives of the American Humane Association and the Southern California Veterinary Association. After initial review, the evaluation panel was of consensus that Tracenet's proposal was not responsive because it failed to meet the minimum requirements of the RFP. Therefore, the full panel only evaluated the AVID and the Schering-Plough proposals.

The panel evaluated the proposals in six areas using a five-point scoring scale. The criteria measured the following: 1) compliance with RFP terms and provisions; 2) ability to deliver supplies, equipment and services; 3) demonstrated experience; 4) demonstrated capacity; 5) revenue potential to the City; and, 6) financial responsibility of proposer. Using the criteria above, AVID received an aggregate score of 130 points and Schering-Plough received an aggregate score of 112 points. As the highest rated proposer, AVID was selected as the contractor (see attachment for detail).

The City would receive from AVID the following:

- Microchips at a cost of \$12 per chip, which includes registration into AVID's database.
- Up to 40 hand-held scanners, including training of staff and periodic equipment upgrades.
- Up to 500 microchips and database registration at a price of \$9 at special events such as mobile pet adoptions and spay and neuter clinics.
- Up to 1,000 microchips per year at no cost for the department's Humane Release Program.
- Microchips and registration at no cost for working police dogs and horses, service dogs used by persons with disabilities, legally declared barking dogs and dangerous animals.
- A contribution of \$1.00 from each paid registration, at the normal prices charged by AVID to the public, for programs involving pet overpopulation/spay neuter activities. The contribution would be deposited every six months into a fund designated by the department.
- An option to purchase additional microchips, without registration, for \$7.50 each.

Besides payment for the microchips, the City would agree to use AVID microchips exclusively during the contract period and provide the contractor with appropriate information about the owner and the implanted animal. The proposed contractor has complied with City contracting requirements such as affirmative action, business tax and MBE/WBE policies.

The department originally proposed to establish the program on a permanent basis. The contract was therefore negotiated on the five-year basis (three years and two one-year renewals). As a two-year pilot program, it would be appropriate to alter the proposed contract's provisions to accommodate the pilot period. Given this, the department has now revised the proposed contract's provisions to provide that either party may terminate the contract for any reason with written notice of 30 days. This change also gives the City greater flexibility to react to changing circumstances.

(Summary continued)



Fee and Revolving Fund

The proposed \$15 implanting fee for animals adopted from City shelters is comprised of the \$12 cost of the microchip and registration and \$3 in personnel costs. The \$25 implanting fee for privately owned animals is comprised of the same \$12 cost of the microchip and \$13 in personnel costs. These costs are higher due to additional veterinary and clerical time necessary to examine animals and to verify whether the animal is licensed.

The department is requesting that a revolving fund be established to receive microchip revenue and to pay for microchips and related expenses. The department proposes to transfer funds in excess of its need to buy microchips to the General Fund at the end of each fiscal year.

The department originally requested a \$75,000 General Fund appropriation to enable the department to make an initial purchase of microchips of about 6,200 microchips. Given the City's fiscal outlook, an appropriation is not recommended. As an alternative, the department has altered the revised contract's provisions to provide the City with a 90-day term on microchip purchases during the first six months of the contract. This would allow the department to accumulate funds in the requested revolving fund to pay for the microchips without receiving a General Fund appropriation.

The department indicates that additional implementation planning will be necessary if the Council approves the proposed program. The department states that an implementation committee consisting of key department personnel will be established to implement the program within existing resources during the pilot period.

The current costs to adopt from City shelters is \$74 for dogs and \$50 for cats. The \$12 microchip fee will increase the cost of dogs to \$86 and the cost of cats to \$62. This compares with County costs of \$86 for dogs and \$55 for cats. The County does not have a compulsory microchip program. The department reports that it surveyed a number of jurisdictions with mandatory microchip programs and has found that the number of animals adopted has not been negatively impacted. However, the department agrees that it would be appropriate to proceed with the program on a two-year pilot basis to give the City an opportunity to evaluate the department's experience with the program.

15 per CAO
1/6/98

RECOMMENDATIONS

That the Council:

1. Approve the proposed contract with American Veterinary Identification Devices and authorize the General Manager of the Animal Regulation Department to execute the contract for a three-year term, effective upon execution, subject to the approval of the City Attorney and the City Risk Manager.

(Recommendations continued)



2. Request the City Attorney, with the assistance of the Animal Regulation Department, to prepare and present an ordinance, to establish a \$15 fee for microchip implanting of all dogs and cats adopted from City animal shelters and a \$25 fee for the voluntary implanting of microchips on privately owned animals. The ordinance is to be effective for two years.
3. Request the City Attorney, with the assistance of the Animal Regulation Department, to prepare and present an ordinance establishing a revolving fund for the collection of revenue and expenditures related to the electronic animal identification system, and providing for the transfer of monies in excess of the expenditures for microchips and related expenses to the General Fund at the end of each fiscal year.

FISCAL IMPACT STATEMENT

The cost of the program would be fully funded from the proposed fees. The department expects that about \$50,000 in annual General Fund revenue will result from this program.

RAS:dbu

Attachment

31387c75



AMERICAN VETERINARY IDENTIFICATION DEVICES (AVID)

RATING ITEM	RATER A	RATER B	RATER C	RATER D	RATER E	TOTAL
1 Compliance with the terms, conditions, features, and provisions of the RFP.	5	5	4	5	5	24
2 The ability of the bidder to deliver the supplies, equipment, and to provide the services as stated in the RFP.	5	4	5	3	5	22
3 The bidder's demonstrated experience in providing the same or similar services.	5	4	4	3	5	21
4 The demonstrated capacity to provide the services for which the proposal is submitted.	5	4	4	3	4	20
5 The potential of the proposal to generate revenue for the City.	4	5	5	4	5	23
6 The financial responsibility of the bidder.	5	5	4	2	4	20
GRAND TOTALS	29	27	26	20	28	130

SCHERING-PLOUGH ANIMAL HEALTH

RATING ITEM	RATER A	RATER B	RATER C	RATER D	RATER E	TOTAL
1 Compliance with the terms, conditions, features, and provisions of the RFP.	3	5	4	3	4	19
2 The ability of the bidder to deliver the supplies, equipment, and to provide the services as stated in the RFP.	5	3	4	5	5	22
3 The bidder's demonstrated experience in providing the same or similar services.	5	4	4	0	5	18
4 The demonstrated capacity to provide the services for which the proposal is submitted.	3	4	4	4	3	18
5 The potential of the proposal to generate revenue for the City.	3	3	2	2	3	13
6 The financial responsibility of the bidder.	4	5	4	4	5	22
GRAND TOTALS	23	24	22	18	25	112

TRACENET TECHNOLOGIES, INC.

RATING ITEM		RATER A	RATER B	RATER C	RATER D	RATER E	TOTAL
1	Compliance with the terms, conditions, features, and provisions of the RFP.	N/A	1	N/A	0	0	1
2	The ability of the bidder to deliver the supplies, equipment, and to provide the services as stated in the RFP.	N/A	1	N/A	0	0	1
3	The bidder's demonstrated experience in providing the same or similar services.	N/A	N/A	N/A	5	5	10
4	The demonstrated capacity to provide the services for which the proposal is submitted.	N/A	1	N/A	0	0	1
5	The potential of the proposal to generate revenue for the City.	N/A	N/A	N/A	0	5	5
6	The financial responsibility of the bidder.	N/A	N/A	N/A	0	4	4
GRAND TOTALS		N/A	3	N/A	5	14	22

CITY OF LOS ANGELES

CALIFORNIA

COMMISSIONERS

STEVEN AFRIAT
PRESIDENT

AL AVILA
VICE-PRESIDENT

GINI BARRETT

KIM L. HUNTER

MIMI ROBINS



RICHARD J. RIORDAN
MAYOR

DEPARTMENT OF
ANIMAL REGULATION
ROOM 1400
419 SOUTH SPRING STREET
LOS ANGELES, CA 90013
(213) 893-8400
FAX (213) 893-8406

GARY S. OLSEN
GENERAL MANAGER

97 JUL 29 AM 7 39
CITY ADMINISTRATIVE OFFICE

June 30, 1997

Mayor Richard J. Riordan
Room 305, City Hall
200 North Spring Street
Los Angeles, California 90012

Attention: June Lagmay, Legislative Coordinator
Room 310, City Hall

**SUBJECT: IMPLEMENTATION OF AN ANIMAL IDENTIFICATION
SYSTEM UTILIZING MICROCHIP TECHNOLOGY**

Dear Mayor Riordan:

The Department of Animal Regulation, as approved by the Board of Animal Regulation Commissioners, requests the following actions to implement an Electronic Animal Identification System.

1. That the attached agreement with the American Veterinary Identification Devices (AVID) Corporation be approved to provide the Department with the equipment and training required to implement an Electronic Animal Identification System.
2. That the Los Angeles Municipal Code be amended to enable the Department to collect a \$15.00 fee for implanting microchips into animals adopted from Animal Service Centers and when an animal is redeemed from Animal Services Center. The Board of Animal Regulation Commissioners, General Manager, or designated employees may reduce or waive this fee when appropriate and in the best interest of the City.
3. That the Los Angeles Municipal Code be amended to allow the Department to collect a \$25.00 fee for implanting microchips into private animals if requested by the owner, and when required by the General Manager as recommended in the findings of a Hearing Officer as part of the Department's Administrative Hearing process.



4. That the Los Angeles Municipal Code be amended to create a revolving fund for collection of revenue related to the implanting of the microchips and for the payment of direct costs related to the Department's microchip functions.

PURPOSE

The primary purpose of creating an Electronic Animal Identification System is to establish a safe, effective, and accurate method of identifying dogs, cats and other animals in the City of Los Angeles using modern technology. The Electronic Animal Identification System utilizes microchip technology in which a small glass encapsulated transponder is implanted under an animal's skin. This transponder can provide positive identification for the animal when a scanner is passed over the animal. This system will augment the Department's present animal licensing and identification program. Additionally, implementation of this system will, as envisioned, enable the Department to develop a source of revenue to recover the costs of implementation and management.

Last year, it was necessary for the Department to destroy over 46,000 dogs and cats because we could not find their owners or new homes for them. Most animals that come into our shelters are without any form of identification. Therefore, we were only able to reunite eight percent of lost dogs and less than one percent of lost cats with their owners. The residents of the City who lose their pets are clearly in a quandary as to which shelter to look for their pets. There are over 20 animal shelters within or contiguous to the City, making it an arduous if not impossible task to find a lost pet. With so many residents in Southern California who drive, a pet may be lost in a shopping mall in Woodland Hills, yet turned in at the North Central Animal Service Center, near downtown Los Angeles.

BACKGROUND

The Department of Animal Regulation first requested implementing a microchip based animal identification system in 1992. This request was not approved by the Mayor and City Council because of funding problems, and because the equipment of the three leading microchip manufacturers was not compatible. At that time there was a serious concern that any one system selected by the City could not identify all animals with implanted microchips.

In 1995, the Department issued a Request for Proposal for an Electronic Animal Identification System using microchip technology. Several proposals were received, and a bidder was selected and recommended for a contract to provide the equipment. However, before the contract was approved by the Mayor and City Council, the Department was forced to reject the proposal because of a copyright lawsuit filed by a competitor and sustained by a Federal court. In addition, the Federal court issued an injunction prohibiting the bidder from selling microchips in this country.

On March 5, 1997, at the instruction of the Board of Animal Regulation Commissioners, the Department again issued a Request For Proposal for the Electronic Animal Identification System. Request for Proposals were sent to sixteen prospective bidders. In response, three proposals

were received. The proposals were evaluated by an Evaluation Committee and by the staff of the Department of Animal Regulation to verify accuracy of statements in the proposals and compliance to the requirements of the Request For Proposal. The Evaluation Committee was made up of a representative from the Southern California Veterinary Medical Association, a representative of the American Humane Association, and three staff members of the Department of Animal Regulation. As a result of these evaluations, AVID was found to be the best qualified bidder and recommended to be awarded a contract for the Electronic Animal Identification System.

TERMS AND CONDITIONS OF THE AVID CONTRACT

- The initial term of the contract shall be three years. The Department will have the option to renew the contract for up to two additional one-year terms.
- AVID will provide the City with microchip universal scanners (scanners that read all microchips sold in this country), microchip implantation devices, staff training, and support at no cost with the purchase of microchips.
- The City will purchase microchips at a price of \$12.00 each and includes registration into AVID PETtac (AVID's national pet recovery and database). If the microchip (\$7.50) and registration into PETtrac (\$15.00) were purchased separately the cost would be \$22.50.
- AVID will provide the names and addresses for owners of lost pets that are found or turned in to a City Animal Service Center.
- AVID will provide, at no cost to the City, up to 1,000 microchips for animals released to approved humane organizations under the Department's Humane Release Program. Registration into AVID's PETtrac database is not included.
- AVID will provide the Department of Animal Regulation with microchips and registration into their PETtrac database at a special reduced price of \$9.00, and up to a quantity of 500 microchip for special events conducted by the Department.
- AVID will provide the Department free microchips and registration into PETtrac for:
 1. All working police dogs
 2. All service dogs used for disabilities
 3. All legally declared potentially dangerous animals
 4. All legally declared barking dogs

COSTS AND EXPENSES

The cost to the pet owner for implanting microchips will include the purchase cost of the microchip, registration into AVID's PETtrac in most cases, plus the Department's implantation

and administrative costs. The estimated Department cost is \$3.00 for impounded animals. Because of the special handling and administrative costs for implanting microchips in animals at the owner's request or ordered by a Department Administrative Hearing Officer, the cost of implanting will be \$13.00. The major portion of microchips implanted by the Department will be for dogs and cats adopted from a City Animal Service Center at a fee of \$15.00. When the Department gets microchips free or at reduced cost, such as for special events or for the Humane Release Program, the fee charged for implanting the microchip will be proportionally reduced. The Board of Animal Regulation Commissioners and the General Manager will have the option to reduce or waive implantation fees when it is in the best interest of the City.

The approval of the recommended contract will not require an initial appropriation of funds to start the Electronic Animal Identification System. Under procedures agreed upon with AVID, the purchase of microchips will be on a monthly basis. Funds generated from the sale of the microchips, and deposited in the revolving fund, will be used by the Department to pay for the microchips at the end of each month.

MICROCHIP RELIABILITY

In 1996, the manufacturers that sell microchip equipment in this country mutually agreed to have their microchip scanners read each other's microchips. This agreement insures that the microchip scanners provided by AVID will detect and read any microchip implanted in an animal. If a detected microchip is not one made by AVID, the shelter staff will call the information number that accesses the database of that manufacturer to obtain the pertinent owner information.

The American Humane Association recently completed testing of all microchip scanners to determine their effectiveness and reliability. AVID scored highest in these tests, with a score of 99% for the Universal Reader and microchips. This percentage is the highest rating of any other animal identification system.

WILL THE MICROCHIP FEE DISCOURAGE ADOPTIONS?

The existing fee for adopting a dog from a City Animal Service Center is \$73.72, including \$28.00 for sterilization (if needed) and \$10.00 for a license, and \$50.00 for a cat, including sterilization. The cost of adopting a dog from a County of Los Angeles shelter is \$86.00, and \$55.00 for cats. As can be seen, the City's proposed fee for adopting a dog with a microchip will be only \$2.00 higher than the County fee, which does not implant microchips. Queries to various animal control agencies that currently implant microchips for adoptions, redemptions, dangerous animals, and many other programs have yielded the following responses:

- St. Louis County Animal Control, Dan Knox, D.V.M., Director, "Adoptions have steadily increased [since beginning our microchip program]. We [also] find about 250 microchipped animals per year." This St. Louis agency had implemented a fee increase to bring microchipping to its residents. The St. Louis shelter uses approximately 10,000 microchips annually. Mr. Knox further stated that, "there have been no negative reactions to the increase in our adoption fees. In fact, most people are happy to have this service."

- Missouri Humane Society, Sue Grey, Shelter Director, "Adoptions have stayed about the same. [We do] have an increase in animals redeemed to their owners. [This is a] great program. The biggest benefit has been the return to owners increase to 65%. Its amazing! It definitely has proven its value."
- Dade County Animal Control, Joe Morra, Director, "Adoptions have remained the same even with the fee increase. However, we have definitely seen an increase in returns to owners." He thinks so highly of the program that he has two proposals pending to require microchipping for returns to owners and to have his officers scan animals in the field and return animals to owners without having to take them to the shelter.

Other animal control agencies that have microchip identification systems, such as the county of San Diego, the County of Ventura, and the County of San Mateo, have had similar positive results. This information suggests that not only are more animals returned to their owners through the use of microchips, but also that adoptions have either remained the same or have increased. There has been no evidence of fewer adoptions following implementation of microchipping programs. However, other important facets of pet adoption must be considered. When one considers that to adopt a lifetime companion from a City shelter - a companion that has been sterilized, vaccinated, permanently identified, and licensed and with a free examination - costing less than \$90.00, there can be no comparable bargain from City services. Additionally, many shelters across the United States do not balk at higher adoption fees because they realize the "worth" of a lifetime pet and companion as do the good people who adopt them from the shelters. The Department will have the opportunity to reduce or waive the microchip fee for hardship cases.

FEATURES OF THE DEPARTMENT'S MICROCHIP PROGRAM

The requested approval agreement and ordinances are required to implement the Electronic Animal Identification System. The significant features of the Department's system are:

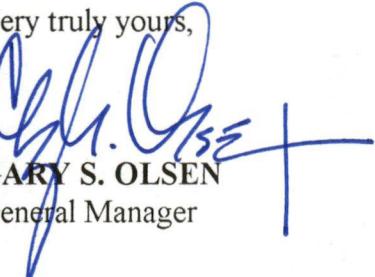
- All dogs and cats adopted from a City Animal Care and Control Center will be implanted with a microchip. The fee for the implantation will be \$15.00 and includes the microchip, the implanting of the microchip, and registration of the animal into AVID's PETtrac, a national animal identification and recovery system. A fee of \$15.00 will be charged for implanting microchips in redeemed animals if requested by the animal owner at the time of redemption.
- A \$25.00 fee will be charged for implanting microchips in legally owned animals at the owner's request, other than at the time of redemption, and in animals declared dangerous by the Department or required in the findings of a Department Administrative Hearing.
- The Board of Animal Regulation Commissioners, General Manager, or designated employees may impose a special lower implantation fee or waive the fee completely if appropriate.

- Animals released to humane organizations under the Humane Release Program will be implanted with a microchip before the animal is released. Under the terms of agreement, AVID will provide free microchips for these animals. The Department will charge the humane organizations a \$3.00 implantation fee. The humane organizations will be required to have the adopting pet owner register the animal in AVID's PETtrac database.
- Microchips implanted into animals by the Department will be recorded in the Department's Animal Management Information System (AMIS) and in the AVID PETtrac database to facilitate identification of lost animals and the return to their owners.
- The Electronic Animal Identification System will not require an appropriation to implement. The system will be funded by the implantation fees. The requested revolving fund will be used to deposit fee revenues and pay for the purchase of microchips.

CONCLUSION

The Board of Animal Regulation Commissioners and the Department request approval of the actions required to establish an Electronic Animal Identification System in the City of Los Angeles. This system will provide the City with state-of-the-art technology to help unite lost pets with their owners, reduce the number of animals destroyed in our shelters, and provide the Department with an additional tool for the care and protection of animals. The national percentage of lost dogs returned to owners is 16% (as quoted by the American Humane Association study). While the national figure is low, the City of Los Angeles is sadly lower at approximately 8%. Shelters that have microchip identification programs have increased the percentage of pets returned to their owners.

Very truly yours,


GARY S. OLSEN
General Manager

GSO:JN

Attachment

AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND
AMERICAN VETERINARY IDENTIFICATION DEVICES
FOR AN ELECTRONIC ANIMAL IDENTIFICATION SYSTEM

THIS AGREEMENT is entered into between the City of Los Angeles, a municipal corporation, acting by and through the Department of Animal Regulation (hereinafter referred to as "Department"), and American Veterinary Identification Devices, a corporation (hereinafter referred to as "AVID") with regard to the following:

WHEREAS, the Department desires an electronic animal identification system based upon subcutaneous implantation of devices using passive radio transponder technology.

WHEREAS, the primary purpose of this electronic animal identification system is to establish a safe, effective, and accurate method of identifying dogs, cats, and other animals in the City of Los Angeles using modern technology.

WHEREAS, the desired electronic animal identification system will augment the Department's present animal licensing and identification program.

WHEREAS, the Department has solicited and received proposals for the acquisition of an electronic animal identification system and has selected AVID's proposal as best meeting the Department's needs.

WHEREAS, AVID has shown that the electronic animal identification system offered satisfies the Department's requirements.

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

SECTION I. INCORPORATION OF ATTACHMENTS

The following Exhibits are hereby incorporated into and made a part of this agreement:

- A. Appendix A - Standard provisions for City personal services contracts.
- B. Appendix B - The Department's Request For Proposal (hereinafter referred to as "RFP") issued March 5, 1997.
- C. Appendix C - AVID's proposal submitted to the Department on March 27, 1997.

SECTION II. ORDER OF PREFERENCE

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

- A. The provisions set forth in this agreement.
- B. Appendix A.
- C. Appendix B.
- D. Appendix C.

SECTION III. TERM OF AGREEMENT

The term of this agreement shall be three years commencing on the effective date, unless otherwise amended in writing upon the mutual consent of the parties. This agreement may be extended two successive one-year periods at the same terms and conditions and at the option of the Department.

The Department or AVID may terminate this agreement at any time during the term of the agreement with 30 days written notice to the other party.

SECTION IV. AVID SERVICES

A. TRANSPONDERS

AVID shall provide the Department with transponders under the following purchase options:

1. Transponders and registration into AVID PETtrac database at a cost of \$12.00 for each transponder.
2. Special events - AVID will provide the Department with up to 500 transponders and registration into the AVID PETtrac database at a cost of \$9.00 for each transponder. Special events conducted by the Department shall include, but be not limited to, special and mobile pet adoption events, special rabies vaccination clinics, and spay and neuter clinics.
3. AVID will provide free transponders and registrations for:
 - a. All working police dogs and horses.
 - b. All service dogs used for disabilities and qualify for a free disabled license.
 - c. All legally declared potentially dangerous animals.
 - d. All legally declared barking dogs.
4. Humane Release Program - AVID will provide the Department with up to

1,000 transponders per year for the Department's Humane Release Program at no cost. Registration into the AVID PETtrac database is not included in this option. However, for each paid registration by the pet owner into the AVID PETtrac database at the normal public price, AVID will set aside \$1.00 for programs involving pet overpopulation/spaying or neutering of pets. This donation will be paid every six months after the effective date of this agreement. The funds are to be deposited into the fund designated by the Department. In addition, if registration of these transponders exceeds 50% of the transponders received in a one year period, AVID will provide the Department with an additional transponder at no cost for each registration over 50%. AVID will be permitted to publicize the donation of the microchips and funds to be used for humane purposes.

5. The Department may, at its option, purchase additional transponders at a cost of \$7.50 per transponder. Registration into AVID PETtrac database is not included in this option. However, for each paid registration by the pet owner into the AVID PETtrac database at the normal public price, AVID will set aside \$1.00 for programs involving pet overpopulation/spaying or neutering of pets. This donation will be paid every six months after the effective date of this agreement. The funds are to be deposited into the fund designated by the Department. In addition, if registration of these transponders exceeds 50% of the transponders received in a one year period, AVID will provide the Department with an additional transponder at no cost for each registration over 50%.

C. TRANSPONDER READERS

1. AVID will provide the Department with up to 40 hand-held transponder readers capable of detecting and displaying the transponder manufacturer and identifier code of any transponder currently in use in the United States of America.

2. AVID shall maintain or replace all transponder readers provided to the Department under this agreement.

3. The number of transponder readers provided by AVID to the Department may be changed based on the operational requirements of the Department and mutual agreement of the Department and AVID.

4. If AVID replaces or upgrades the transponder readers offered to other agencies or organizations, the transponder readers provided to the Department shall be similarly replaced or upgraded.

5. If AVID offers new models or types of transponder readers to other agencies or organizations, the same models or types of transponder readers shall be offered to the Department.

6. The transponder readers provided to the Department by AVID will be retained by the Department indefinitely or returned to AVID at the option of the Department.

D. TRAINING

AVID shall provide Department staff with the following training at no cost:

1. The use of transponder readers for shelter and field staff of the Department.
2. Transponder implanting and the use of transponder readers for the veterinary and veterinary support staff of the Department.

SECTION V. DEPARTMENT REQUIREMENTS

A. During the term of the agreement, the Department will implant transponders provided by AVID exclusively.

B. The Department shall provide AVID with information for each animal implanted with a transponder in a reasonable time after implantation and in a method and format mutually agreed upon.

SECTION VI. TRANSPONDER ORDERING AND INVOICES

A. The Electronic Animal Identification System. The order shall state the invoice number, the quantity of transponders to be obtained, the purchase option under which the transponders are to be obtained. The Department shall place orders with AVID from time to time for transponders to maintain be obtained, the cost, and location where the transponders are to be delivered.

B. AVID will deliver the ordered transponders within five working days after receipt of the order. AVID will submit an invoice to the Department for the transponders delivered. The invoice shall include the invoice number, the quantity of transponders invoiced, and the cost.

C. During the first six months of the term of the agreement, the Department will pay AVID the amount of the invoice within 90 day after the receipt of the invoice.
After the first six months of the term of the agreement, the Department will pay AVID the amount of the invoice within 30 days after receipt of the invoice.

SECTION VII. REQUIRED INFORMATION

Alternate forms and methods of providing the information required by each party of this agreement, including electronic transfer, may be mutually developed by AVID and the Department.

SECTION VIII. ORDINANCE REQUIREMENT

This agreement will not become effective until the City Council and Mayor of the City of Los Angeles approve ordinances authorizing the Department to collect a fee for implanting transponders and establishing a revolving fund for the purchase of transponders.

SECTION IX. AMENDMENTS

All amendments hereto shall be in writing and signed by persons authorized to bind the parties thereto.

IN WITNESS WHEREOF, this agreement has been executed below by the authorized representatives of the parties.

THE CITY OF LOS ANGELES

AVID

By _____
Gary S. Olsen, General Manager
Department of Animal Regulation

By _____
Title _____

Date _____

Date _____

Approved as to Form:
James K. Hahn, City Attorney

By _____

Date _____

Attest: J. Michael Carey, City Clerk

By _____

Date _____

Attachment A

Standard Provisions for City Personal Services Contracts

STANDARD PROVISIONS FOR CITY
PERSONAL SERVICES CONTRACTS

PSC.1. Construction of Provisions and Titles Herein.

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the CITY or the CONTRACTOR. The word "CONTRACTOR" or "CONSULTANT" herein and in any amendments hereto includes the party or parties identified in the agreement wherein this Appendix is incorporated by reference; the singular shall include the plural; if there shall be more than one CONTRACTOR/CONSULTANT herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several; use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Number of Originals.

The number of original texts of this Agreement shall be equal to the number of the parties hereto, one text being retained by each party.

PSC-3. Applicable Law, Interpretation and Enforcement.

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY. This Agreement shall be enforced and interpreted under the laws of the State of California and the City.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

PSC-4. Time of Effectiveness.

Unless otherwise provided this Agreement shall take effect when all of the following events have occurred:

- (a) This Agreement has been signed on behalf of the CONTRACTOR/CONSULTANT by the person or persons authorized to bind the CONTRACTOR/CONSULTANT hereto;

- (b) This Agreement has been approved by the CITY's Council or by the board, officer or employee authorized to give such approval;
- (c) The Office of the City Attorney has indicated in writing its approval of this Agreement as to form and legality;
- (d) This Agreement has been signed on behalf of the CITY by the person designated to so sign by the CITY'S Council or by the board, officer or employee authorized to enter into this Agreement.

PSC-5. Integrated Agreement.

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for in paragraph PSC-6 hereof.

PSC-6. Amendment.

All amendments hereto shall be in writing and signed by the persons authorized to bind the parties thereto.

PSC-7. Excusable Delays.

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC-8. Breach.

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts

of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. Independent CONTRACTOR/CONSULTANT.

The CONTRACTOR/CONSULTANT is acting hereunder as an independent contractor and not as an agent or employee of the CITY. The CONTRACTOR/CONSULTANT shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY.

PSC-10. Prohibition Against Assignment or Delegation.

The CONTRACTOR/CONSULTANT may not, unless it has first obtained the written permission of the CITY:

- (a) Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- (b) Delegate, subcontract, or otherwise transfer any of its duties hereunder.

PSC-11. Permits.

The CONTRACTOR/CONSULTANT and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for the CONTRACTOR'S/CONSULTANT'S performance hereunder and shall pay any fees required therefor.

PSC-12. Nondiscrimination and Affirmative Action.

The CONTRACTOR/CONSULTANT shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this Agreement, the CONTRACTOR/CONSULTANT shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status or medical condition. The CONTRACTOR/CONSULTANT shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of \$500 but not more than \$5,000, the Equal Employment practices provisions of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code Section 10.8.3, in which event said provisions are incorporated herein by this reference. If

this Agreement contains a consideration in excess of \$5,000, the Affirmative Action Program of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code Section 10.8.4, in which event said provisions are incorporated herein by this reference. The CONTRACTOR/CONSULTANT shall also comply with all rules, regulations, and policies of the CITY'S Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by said Office. Any subcontract entered into by the CONTRACTOR/CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC-13. Claims for Labor and Materials.

The CONTRACTOR/CONSULTANT shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible matter produced by the CONTRACTOR/CONSULTANT hereunder), against the CONTRACTOR'S/CONSULTANT'S rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC-14. Current Los Angeles City Business Tax Registration Certificate Required.

The CONTRACTOR/CONSULTANT represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY'S Business Tax Ordinance (Article 1, Chapter 2, sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Agreement, the CONTRACTOR/CONSULTANT shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended.

PSC-15. Bonds

Duplicate copies of all bonds which may be required hereunder shall conform to CITY requirements established by charter, ordinance or policy and shall be filed with the Office of the City Attorney for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

PSC-16. Indemnification

Except for the active negligence or willful misconduct

of CITY, CONTRACTOR/CONSULTANT undertakes and agrees to defend, indemnify and hold harmless CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR'S/CONSULTANT'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by the CONTRACTOR/CONSULTANT or its SUBCONTRACTORS of any tier.

PSC-17. Insurance

A. General Conditions

During the term of this Agreement and without limiting CONTRACTOR'S/CONSULTANT'S indemnification of the CITY, CONTRACTOR/CONSULTANT shall provide and maintain at its own expense insurance having the limits customarily carried and actually arranged by CONTRACTOR/CONSULTANT but not less than the amounts and types listed on Form Gen 146/IR in Exhibit _____ hereto covering its operations hereunder subject to the following conditions as they may variously apply:

1. Additional Insured/Additional Interest/Loss Payee

The CITY, its Boards, Officers, Agents and Employees shall be included as:

- a) Additional Insureds in all required General Liability and Additional Interests in all required Automobile Liability insurance.
- b) Named Insureds in all required Owners and Contractors Protective Liability insurance.
- c) Loss Payee As Its Interests May Appear in all required property, fidelity or surety coverages.

The CITY need not be named on Worker's Compensation/Employer's Liability, Professional Errors and Omissions and second-party Legal Liability coverages (such as Garagekeeper's Legal).

2. Insurance Approval

All insurance required hereunder shall conform to

CITY requirements established by charter, ordinance or policy. Evidence of insurance shall be submitted to the cognizant department's Risk Control Coordinator and approved by the CITY Attorney prior to commencement of any work or tenancy under this Agreement in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

3. Alternative Programs

Alternative Risk Financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers and captive insurance programs are subject to review of their financial statements by the CITY before approval can be granted by the City Attorney.

4. Admitted Carrier/Licensed California Broker

Insurance shall be obtained from brokers or carriers authorized to transact insurance business in California. Surplus lines insurance from carriers who are not admitted in California must be submitted through a California-licensed broker or agency.

Surplus lines coverage must also contain a Service of Suit provision whereby the underwriters will submit as necessary to any court of competent jurisdiction in California and agree that all matters arising thereunder will be determined in accordance with the law and practice of such court. It must further give the name and address of the underwriter's agent for service of process located within California or must nominate the California Insurance Commissioner as such agent.

5. Priority of Coverage

CONTRACTOR'S/CONSULTANT'S insurance shall not call on CITY'S program for contributions.

6. Cancellation/Reduction in Coverage Notice

With respect to the interests of the CITY, if an insurance company elects to cancel insurance before the stated expiration date, or declines to renew in the case of a continuous policy, or materially reduces the coverage period by changing the retroactive date (if any), or the extended

discovery period (if any), or reduces the stated limits other than by impairment of an aggregate limit, or materially reduces the scope of coverage which affects the CITY'S interest, the company will provide the CITY at least thirty (30) days prior written notice of such election. Notice will be made by receipted delivery addressed as follows: CITY ATTORNEY, INSURANCE AND BONDS, 1800 CITY HALL EAST, 200 N. MAIN STREET, LOS ANGELES, CA 90012-4168. It is understood, however, that such notice to the CITY shall not affect the company's right to give a lesser notice to the Named Insured in the event of nonpayment of premium. (L.A. Admin. Code Section 11.54).

7. Acceptable Evidence

The appropriate CITY Special Endorsement forms, attached hereto as Exhibits ___, are the preferred form of evidence of insurance. Alternatively, CONTRACTOR'S/CONSULTANT'S may submit two (2) certified copies of the policy or other evidence acceptable to the City Attorney containing language which complies with subparagraphs 1 through 6 above.

With respect to Professional Liability insurance, either a signed copy of the policy Declarations Page or a letter from CONTRACTOR/CONSULTANT insurance broker certifying coverage, together with a 30-day cancellation notice endorsement in favor of the CITY as specified in subparagraph 6 will satisfy this requirement.

8. Separation of Insureds

Except with respect to the insurance company's limits of liability, each liability insurance policy shall apply separately to each insured against whom a claim or suit is brought. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

9. Renewal

Once the insurance has been approved by CITY, evidence of renewal of an expiring policy may be submitted on a manually signed renewal endorsement or certificate form. If the policy or carrier has changed, however, new evidence as specified in

paragraphs 1 through 8 above, must be submitted.

B. Aggregate Limits/Reduction in Coverage

If any of the required insurance coverages contain aggregate limits, or apply to other operations or tenancy of CONTRACTOR/CONSULTANT not related to this agreement, CONTRACTOR/CONSULTANT shall give CITY prompt, written notice of any incident, occurrence, claim, settlement or judgement against such insurance which in CONTRACTOR'S/CONSULTANT'S best judgement may diminish the protection such insurance affords CITY. Further, CONTRACTOR/CONSULTANT shall immediately take all reasonable and available steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits. CITY may, at its option, specify a minimum acceptable aggregate for each line of coverage required. See Paragraph I, below.

CONTRACTOR/CONSULTANT shall not make any substantial reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) which may affect CITY'S protection without CITY'S prior written consent.

C. Self-Insurance and Self-Insured Retentions

Self-insurance programs and self-insured retentions in insurance policies are subject to separate approval by CITY upon review of evidence of CONTRACTOR'S/CONSULTANT'S financial capacity to respond. Additionally, such programs or retentions must provide CITY with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance.

D. Modification of Coverage

CITY reserves the right at any time during the term of this agreement to change the amounts and types of insurance required hereunder by giving CONTRACTOR/CONSULTANT ninety (90) days advance written notice of such change. If such change should result in substantial additional cost to the CONTRACTOR/CONSULTANT, CITY agrees to negotiate additional compensation proportional to the increased benefit to CITY.

E. Failure to Procure Insurance

The required coverages and limits are subject to availability on the open market at reasonable cost as determined by CITY. Non-availability or non-affordability must be documented by a letter from CONTRACTOR'S/CONSULTANT'S insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.

Within the foregoing constraints, CONTRACTOR'S/CONSULTANT'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Agreement shall constitute a material breach of this Agreement under which CITY may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR/CONSULTANT.

F. Underlying Insurance

CONTRACTOR/CONSULTANT shall be responsible for requiring such indemnification and insurance as it deems appropriate from consultants, agents and subcontractors, if any, to protect CONTRACTOR'S/CONSULTANT'S and CITY'S interests, and for ensuring that such persons comply with any applicable insurance statutes. CONTRACTOR/CONSULTANT is encouraged to seek professional advice in this regard.

G. Worker's Compensation

By signing this agreement, CONTRACTOR/CONSULTANT hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Agreement.

A Waiver of Subrogation in favor of CITY will be required when work is performed on CITY premises.

under hazardous conditions.

H. Typical Coverages Required

The coverages required in A., above shall be at least as broad as:

1. **General Liability:** Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
2. **Automobile Liability:** Insurance Services Office form number CA 00 01 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. **Professional Liability:** If applicable, errors and omissions liability appropriate to the consultant's profession, with a discovery period of not less than 12 months after completion of work or termination of contract.

I. Typical Limits of Liability

Unless otherwise specified on Form Gen. 146/IR, CONTRACTOR/CONSULTANT shall maintain limits no less than:

1. **General Liability:** \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage, combined or equivalent in split limits.
3. **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability:** \$1,000,000 per occurrence.

a:spcpsc.93

Attachment B

The Department's Request for Proposal
issued March 5, 1997

**CITY OF LOS ANGELES
DEPARTMENT OF ANIMAL REGULATION**



**REQUEST FOR PROPOSALS
FOR AN
ELECTRONIC ANIMAL
IDENTIFICATION SYSTEM**

MARCH 1997

**REQUEST FOR PROPOSALS
ELECTRONIC ANIMAL IDENTIFICATION SYSTEM
FOR THE CITY OF LOS ANGELES
DEPARTMENT OF ANIMAL REGULATION**

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APPENDIX D VENDOR CHILD CARE PROGRAM/CHILD CARE DECLARATION

APPENDIX E JOB TRAINING AND EMPLOYEE

REQUEST FOR PROPOSALS (RFP)
ELECTRONIC ANIMAL IDENTIFICATION SYSTEM
FOR THE CITY OF LOS ANGELES
DEPARTMENT OF ANIMAL REGULATION

I. INTRODUCTION

A. PURPOSE

The City of Los Angeles Department of Animal Regulation, hereinafter referred to as "Department", is soliciting proposals for an electronic animal identification system based upon subcutaneous implantation of devices using passive radio transponder technology. The primary purpose of this electronic animal identification system is to establish a safe, effective, and accurate method of identifying dogs, cats and other animals in the City of Los Angeles using modern technology. This system will augment the Department's present animal licensing and identification program. Additionally, implementation of this system will enable the Department to develop a source of revenue to recover the costs of implementation and management.

The intent is to establish a contract between the City of Los Angeles and the successful proposer for the acquisition of the components of an electronic animal identification system. It is anticipated that these components will include Passive Integrated Transponders (Pit Tags), Pit Tag Implantation Devices, Pit Tag Scanners and support equipment as detailed below. The proposed contract will also include related services, such as warranties, maintenance, training, and information accessibility.

The initial term of the contract shall be three years. The Department desires the option to renew the contract for up to two additional terms of one year each.

B. DEFINITION OF TERMS

1. **PIT - Passive Integrated Transponder.**
2. **PIT TAG - A radio frequency receiving and transmitting Passive Integrated Transponder device designed for implantation in animals which contains a unique and unalterable identification code.**
3. **PIT TAG SCANNER - Any electronic radio frequency device that energizes, reads, processes, displays, and stores the unique identification code contained in a Pit Tag.**

4. **PIT TAG IDENTIFIER** - A unique identification code imbedded into the Pit Tag that is transmitted to the Pit Tag Scanner when activated or energized.
5. **PIT TAG IMPLANTATION DEVICE** - The device that inserts a Pit Tag into an animal subcutaneously, intra-muscularly, or intra-peritoneal, normally with a hypodermic needle.
6. **ELECTRONIC ANIMAL IDENTIFICATION SYSTEM** - A complete animal identification system using PIT technology and consisting, at a minimum, of Pit Tags, Pit Tag Scanners, Pit Tag Identifiers, and Pit Tag Injection Devices.
7. **READ DISTANCE or READ RANGE** - The maximum distance that a Pit Tag Scanner can energize a Pit Tag and read the Pit Tag Identifier without regard to the orientation of the Pit Tag.
8. **PROPOSER** - The individual, partnership, company or corporation submitting a proposal for a contract to provide the City of Los Angeles with equipment, supplies and related services for the Electronic Animal Identification System.
9. **CITY** - City of Los Angeles, or any office, department, or agency of the City of Los Angeles.
10. **CONTRACT** - The contract or agreement between the City and proposer resulting from the RFP and negotiated provisions.
11. **CONTRACTOR** - The successful proposer to which a contract has been awarded to provide the City the components for an electronic animal identification system.
12. **GENERAL MANAGER** - The General Manager of the Department of Animal Regulation or his authorized representative acting as an agent of the City.

II. SYSTEM OPERATING REQUIREMENTS

A. GENERAL REQUIREMENTS

1. The successful proposer shall agree to provide the City with sufficient PIT tags to implant all dogs, cats, and other animals adopted from City Animal Care and Control Centers; for all pets owned by senior citizens, blind persons, and hearing impaired persons that qualify for free City animal licenses; and residents of the City who request this service during the term of the contract. Further, the successful proposer shall provide, at no charge, all scanners, equipment, and supplies necessary to implement and maintain the Electronic Animal Identification System during the term of the contract and all future contract renewals.

2. The proposer is not restricted to offering only one type of Pit Tag Scanner as part of the identification system proposed. The proposal may include several scanner types including hand held scanners, walk-by scanners, walk-through scanners, and scanners designed for dangerous and hard-to-handle animals. Detail specifications and operation instructions are required to be included in the proposal for each type of Pit Tag Scanner offered.
3. The equipment proposed is required to be for a complete animal identification system using Passive Integrated Transponder (PIT) technology.
4. The components of the system proposed are required to be 100% compatible with each other. The proposer shall guarantee that the system offered is complete, that the components are compatible with each other, and that they meet the needs of the City. Failure to comply with these requirements may result in the disqualification of the proposal or cancellation of any contract awarded as a result of the proposal. The proposer shall state the manufacturer and model of all equipment proposed and shall include all technical information as part of the proposal.
5. The components of the system are required to meet all Federal, State and City requirements, including safety provisions.
6. All electrical equipment proposed for use by the Department is required to have the approval and/or be certified as safe by a recognized electrical testing facility such as the Underwriters Laboratory or the City of Los Angeles, Department of Building and Safety.
7. The successful proposer shall agree to abide by all the applicable laws, rules, ordinances, policies, procedures, and regulations of the State of California and City of Los Angeles now or hereafter in effect that they relate to the performance of the contract.
8. The successful proposer shall obtain all licenses, permits, and certificates required to operate the equipment proposed for use by the City.

B. PIT TAGS - Pit Tags provided to the City are required to:

1. Be able to detect the radio frequency signals transmitted from the Pit Tag Scanner and respond by transmitting the Pit Tag Identifier in a radio frequency readable by the Pit Tag Scanner.
2. Be encoded with a unique Pit Tag Identifier that will be transmitted to the Pit Tag Scanner when activated by the Pit Tag Scanner's sending signal.
3. Not be encrypted or scrambled.

4. Have a guaranteed useful life span of twenty years or more, after implantation.
5. Have an encoded identifier that is guaranteed by the proposer to be unique for the life span of the implanted Pit Tag, assuming a maximum of 1,000,000 implantations per year by the City.
6. The Pit Tags shall operate at the manufacturers performance standards over the temperature range of $-10^{\circ}\text{C} + 55^{\circ}\text{C}$ ($+15^{\circ}\text{F} + 130^{\circ}\text{F}$).
7. Be constructed of non-toxic materials, be hermetically sealed in bio-compatible material, be migration resistant and have a smooth surface that will permit dependable and reliable implanting into animals.
8. Be shipped with identification labels as detailed below:
 - a. The identification labels shall be pressure sensitive with an approximate size of 1 inch by 2 5/8 inches (Avery model 5160 or equal).
 - b. Pre-printed with:
 - (1) the Pit Tag identifiers.
 - (2) the bar code representation of the Pit Tag identifiers. The bar code shall be printed in code 39 bar code symbology at medium density.
9. Be shipped in a sterile package ready for use with the Pit Tag Injection Device.

C. PIT TAG SCANNERS - Pit Tag Scanners provided to the City are required to:

1. Be capable of reading, displaying, storing, and processing Pit Tag Identifier codes that are included in the system proposed by sending and receiving radio frequency signals.
2. Be capable of detecting the existence of any Pit Tag regardless of the manufacturer or the Pit Tag Identifier codes used and be capable of reading and displaying the Pit Tag Identifier.
3. Have a minimum reading distance of the Pit Tag of eight inches from the implant location on the animal, regardless of the orientation of the Pit Tag.
4. Be capable of performing all functions with one-hand operation.
5. Have an error rate of less than one error per one hundred thousand Pit Tag reads.
6. Have a readout response time of less than one second after each Pit Tag read.
7. The Pit Tag scanners shall operate at the manufacturer's performance standards over the temperature range of $-10^{\circ}\text{C} + 55^{\circ}\text{C}$ ($+15^{\circ}\text{F} + 130^{\circ}\text{F}$).

8. Be portable and powered by rechargeable batteries. (This requirement applies to only one scanner if more than one scanner is proposed.) The proposer shall state the type of battery used and the number of reads per standard charge.
9. The ability to store up to 1,000 Pit Tag Identifiers in the Pit Tag Scanner with the time and date that they were read. Download or transfer the Pit Tag Identifiers to a personal computer through a standard RS-232C connection.
10. Be light (less than three pounds) and easily held and operated by Department employees the entire normal work day.
11. Be moisture proof.
12. Be shatter resistant.
13. Have an audible indicator (beep sound) when a Pit Tag is detected.
14. Automatic shutdown and/or turn off when left unattended.

D. PIT TAG INJECTION DEVICES - Pit Tag Injection Devices provided to the City are required to:

1. Use a 12 gauge needle or smaller.
2. Be designed for use by one person, during normal operations, when implanting Pit Tags in domestic dogs, cats, and other animals.

E. ADDITIONAL SYSTEM REQUIREMENTS

1. DATA PROCESSING CAPABILITIES

The system proposed shall have data processing capabilities of sorting, down loading, and processing all Pit Tag Identifiers. The proposer shall state the data processing capabilities of the Pit Tag system offered.

2. MAINTENANCE

Full and complete maintenance of the equipment provided to the City for the duration of the initial contract period and renewal periods shall be provided by the proposer at no cost to the Department. The proposer shall state what maintenance plan(s) is offered with the Electronic Animal Identification System.

3. TRAINING

The proposer shall provide necessary training to all operators of the equipment and support staff in the Department at no cost. The proposer shall state what training is offered with the Electronic Animal Identification System.

F. INFORMATION ACCESSIBILITY REQUIREMENTS

1. DATABASE REQUIREMENT

The Department requires the successful proposer to create and maintain a computerized database containing Pit Tag Identifiers and all corresponding information available relating to implanted animals, their owners, and the veterinarian or organization performing the implantation regardless of the manufacturer of the Pit Tag.

2. TOLL FREE TELEPHONE NUMBER

The Department requires the successful proposer to provide a toll free telephone number that the City can call to obtain the name, address, and telephone number (if available) of the pet owner if the proposer's Pit Tag Identification number is provided. This database should be maintained for the term of the contract plus 10 years after the term of the contract. In addition, the Department desires the database to include the names of pet owners who have moved, whose pets have died or have been destroyed, and whose pets may be scanned in other jurisdictions.

3. UPDATE OF THE CITY DATABASE

The Department requires that the computerized database include an automatic method or procedure to provide the Department with all available information on all animals implanted which are harbored within the City of Los Angeles in a timely manner, not to exceed 72 hours after initial entry into the database or update.

4. CITY ACCESS AND PARTNERSHIP TO THE VENDOR'S DATABASE

The Department requires unrestricted access and partnership to all information in the proposer's database.

G. PUBLIC INFORMATION

1. PUBLIC INFORMATION PLAN

The Department requires the proposer to conduct a comprehensive public information plan during the term of the contract to inform the population of the City of Los Angeles of the Electronic Animal Identification System and the benefits of having their dogs and cats implanted with the passive radio transponder. The proposer shall describe in detail the comprehensive public information plan as part of the proposal.

2. PRINTED PIT TAG INFORMATIONAL MATERIAL

The Department requires the proposer to provide printed informational material at the proposer's expense pertaining to the use, advantages, and benefits of the proposed Electronic Animal Identification System proposed. The proposer shall state in the proposal the provisions for the printing and distribution of printed informational material. The proposer shall provide such printed material in quantities sufficient to be distributed in key locations within the City, such quantities to be determined by the Department.

The proposal shall include sufficient handout material clearly identifying the purpose of Pit Tags and fixed fees schedules to be charged for a global identification system.

III. GENERAL CONTRACT PROVISIONS

A. CONTRACT PERIOD

The term of the contract shall be three years from the effective date awarded by the City. The Department desires the option to renew the contract for two additional one year periods.

B. ESTIMATED QUANTITIES TO BE ACQUIRED

The estimated number of Pit Tags and Pit Tag Scanners to be provided during the term of the contract by the City are outlined below.

	<u>PIT TAGS</u>	<u>SCANNERS</u>
1. First contract year	25,000	40
2. Second contract year	35,000	10
3. Third contract year	40,000	10

4. First optional renewal	50,000	10
5. Second optional renewal	60,000	10

C. FUTURE EQUIPMENT COMPATIBILITY

1. The Department requires that the Electronic Animal Identification System and related equipment acquired under the proposed contract be compatible with future identification systems or equipment offered by the contractor or any other manufacturer of similar identification systems or equipment for the 20 year life of the Pit Tags. The proposer shall state the provisions or guarantees in the proposal that the equipment or systems proposed will be compatible with future identification equipment or systems.
2. The Department requires the ability to acquire new or upgraded equipment for the Electronic Animal Identification System that may be offered by the contractor in the future.

D. INDEPENDENT CONTRACTOR

The contractor and his or her employees and/or agents shall be independent from the Department and the City. They shall not represent themselves as employees or agents of the Department or the City in any manner. They shall not represent the equipment, supplies or services provided to the City as being endorsed by the City.

E. PROPOSALS ARE FIRM OFFERS

All proposals shall be firm offers and shall not be withdrawn for a period of one hundred and twenty calendar days following the last day to accept proposals. Proposers shall not change the wording of the proposal after submission. No words or comments shall be added to the general conditions or price quotations unless approved by the General Manager.

F. TERMINATION FOR NONPERFORMANCE

In the event the contractor defaults in the performance of any of the terms or conditions of the contract, the Department shall have the following options:

1. The Department may give the contractor written notice of such default. If the contractor does not cure said default within 30 days after it was first discovered (forthwith for a default involving sanitary or safety conditions) or make reasonable progress to cure said default, the Department may terminate the contract.

2. The Department may recover by law any and all claims which may be due the Department.

IV. PROPOSAL FORMAT AND CONTENT

A. ACCEPTANCE OF TERMS, CONDITIONS, AND REQUIREMENTS

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of all the terms, conditions, and requirements hereinafter set forth unless otherwise expressly stated in the proposal.

B. PROPOSAL CONTENTS

The proposer shall describe in detail how the requirements of this RFP will be met and/or if the terms and conditions are acceptable in each of the following areas:

1. **EQUIPMENT** - The proposer shall describe the equipment proposed to meet the requirements stated in Section II, Parts A through D of the RFP. The description shall include appropriate detailed technical descriptions.
2. **ADDITIONAL SYSTEM REQUIREMENTS** - The proposer shall describe how the additional system requirements will be met as described in Section II, Part F of the RFP, including data processing capabilities of the equipment, maintenance, and training.
3. **INFORMATION ACCESSIBILITY REQUIREMENT**

The proposer shall describe in detail how the information accessibility requirements in Section II, Part F of the RFP are proposed to be accomplished.

4. PUBLIC INFORMATION

The proposer shall describe in detail how the public information requirements in Section II, Part G of the RFP are proposed to be accomplished.

5. CONTRACT PERIOD

The proposer shall state if the term of the contract with renewal options as stated in Section III, Part A of the RFP are accepted.

6. ESTIMATED QUANTITIES

The proposer shall state if the quantities of Pit Tags and Pit Tag Scanners stated in Section III, Part B of the RFP are accepted.

7. FUTURE EQUIPMENT COMPATIBILITY

The proposer shall state if the requirements for future compatibility of the equipment proposed as stated in Section III, Part C of the RFP are accepted.

8. GENERAL CONTRACT REQUIREMENTS

The proposer shall state if the general contracts requirements Section III, Parts D through F of the RFP are acceptable.

C. CORPORATE CAPABILITY

A summary of the relevant background and experience of the proposer submitting the proposal as a corporate or other entity shall be included. Adequate documentation must be presented which indicates that the firm has the ability to continue in business through the period of the contract.

D. RFP ITEMS NOT COVERED

The proposer shall specify any items in the Request for Proposal which cannot be met or which will not be met by proposer. If there are none, the proposal shall state specifically, "We have excluded no items in the Request for Proposal." In the absence of this statement, it shall be understood and agreed that the proposer has complied with all items in the RFP other than those items specifically stated.

E. REFERENCES

The proposers shall identify other similar projects which they have completed and include names and telephone numbers of contacts for each such project (not to exceed four).

F. ADDITIONAL DATA

Any other data the proposer believes essential to the evaluation of the proposal shall be clearly stated. If there is no additional data the proposer wishes to present, this section will consist of the statement, "There is no other data we wish to present."

G. NON-COLLUSION STATEMENT

With each proposal, a statement shall be submitted by the proposer that:

1. The proposal is genuine, not a sham or collusive.
2. The proposal is not made in the interest or on behalf of any person not named therein.
3. The proposer has not directly or indirectly induced or solicited any person to submit a false or sham proposal or to refrain from proposing.
4. The proposer has not in any manner sought by collusion to secure an advantage over any other proposer.

H. SUBMISSION OF PROPOSALS

1. SUBMISSION OF PROPOSALS

The original proposal with five (5) copies is to be submitted by 4:00 P.M. of October 20, 1995 to:

The Office of the General Manager
Department of Animal Regulation
419 South Spring Street, Room 1400
Los Angeles, CA 90013

The outside of any envelope containing material regarding this RFP must contain the following designation:

"PROPOSAL FOR ELECTRONIC ANIMAL IDENTIFICATION SYSTEM"

2. RESPONSIBILITY

It is the sole responsibility of the proposer to ensure that the proposal is received before the submission deadline. The proposer shall bear all risks associated with delays in the U.S. Mail. Any proposals received after the scheduled closing time for receipt of proposals will be returned unopened to the sender.

3. PROPOSAL CONDITIONS OR LIMITATIONS

Proposals which set forth conditions or limitations to those set forth in the RFP may be considered non-responsive and rejected.

I. DISQUALIFICATION OF PROPOSALS

False, incomplete or unresponsive statements made in connection with a proposal may be sufficient cause for its rejection or the disqualification of the proposer. The evaluation and determination of the fulfillment of all requirements will be determined solely by the General Manager of the Department of Animal Regulation or his designates.

J. EXECUTION OF PROPOSALS

If the proposer is a partnership, the proposal must be signed in the name of the partnership by a general partner thereof. If the proposer is a corporation, the proposal must be signed on behalf of the corporation by two authorized officers (a Chairman of the Board, President or Vice-President and a secretary, treasurer or chief financial officer) or an officer authorized by the Board of Directors to execute such documents on behalf of the corporation. All above signatures must be original and in ink.

K. DISPOSITION OF PROPOSALS

All proposals submitted in response to this RFP will become the property of the City and a matter of public record. Proposers must identify, in writing, all copyrighted material, trade secrets or other proprietary information that it claims is exempt from disclosure under the Public Records Act (California Government Code Sections 6250 et seq.). Any proposer claiming such an exemption must also state in its proposal that the proposer agrees to defend any action brought against the City for its refusal to disclose such material, trade secrets or other proprietary information to any party making a request therefor. Any proposer who fails to include such a statement shall be deemed to have waived its right to an exemption from disclosure as provided by said Act.

L. PROPOSER'S CONFERENCE

A proposer's conference will be held in Room 1400, 419 South Spring Street, Los Angeles, CA 90013, at the time and date specified by the Department by letter to prospective bidders. At the proposer's conference, a panel of Department representatives will be available to reply to any relevant questions from prospective proposers concerning this RFP. The City Risk Manager may attend the proposer's conference. Proposers are invited to submit written questions prior to the conference. Inquiries should be identified with the notation in the lower left corner on the front of the outside of the envelope: "Electronic Animal Identification System Project RFP, Inquiry". Written questions will be answered prior to questions being accepted from the floor.

Written information, if any, presented to prospective proposers present at the conference, will be made available to vendors not attending the conference only upon written request. No minutes will be taken at the proposer's conference; attendees at the conference will be responsible for taking their own notes.

M. INTERPRETATIONS AND ADDENDA

If proposers find discrepancies or omissions in the RFP, they may submit a written request to the General Manager for an interpretation thereof. The General Manager or his representative will respond to the inquiry within ten working days following receipt of any such request. Any interpretations of or changes in the RFP shall be made by written addendum to each firm and individual that was issued an RFP and any such interpretations or changes shall become a part of the RFP as if originally set forth therein.

N. CONTRACT REQUIREMENT

The proposer to whom the contract is awarded shall be required to enter into a written contract with the City of Los Angeles in a form approved by the City Attorney. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final contract, however, the City reserves the right to further negotiate the terms and conditions of the contract with the selected proposer. The contract will, in any event, include fixed prices to be paid by the City for the related services herein stated.

V. SELECTION PROCESS AND EVALUATION CRITERIA

A. SELECTION PROCESS

The selection process will consist of proposal review and evaluation, an oral presentation and equipment demonstration by the proposer, and, possibly, a test and evaluation of the equipment by the Department.

B. EVALUATION CRITERIA

All responsive proposals will be evaluated by an Evaluation Committee comprised of representatives from the Department of Animal Regulation and other appropriate City experts, if needed. The City reserves the right to use such other criteria as may be deemed appropriate in evaluating the proposals, even if such criteria are not stated in the RFP. Each proposal will be rated based on the following criteria and be ranked based on their aggregate scores. All items will be rated on a scale of 1 to 5, 5 being the highest.

1. Compliance with the terms, conditions, features, and provisions as stated in this RFP.
2. The ability of the proposer to deliver the supplies, equipment, and to provide the services as stated in the RFP.
3. Proposer's demonstrated experience in providing the same or similar services.
4. The demonstrated capacity to provide the services for which the proposal is submitted.
5. The potential of the proposal to generate revenue for the City.
6. The financial responsibility of the proposer

C. EQUIPMENT DEMONSTRATION

All proposers shall be required to give a demonstration of the electronic animal identification system proposed to the Evaluation Committee. The demonstration shall be given at a Department facility, at a date and time mutually agreed upon between the proposer and the Department.

D. TEST AND EVALUATION OF THE PROPOSED SYSTEM

The proposer may be required to provide the Department a working model of the electronic animal identification system proposed for testing and evaluation. The working model shall consist of, at a minimum, a Pit Tag Injection Device, 25 Pit Tags, and a Pit Tag Scanner. The test and evaluation period will be 60 days or less.

E. CITY OPTION TO REJECT ALL PROPOSALS

The City reserves the right to reject all proposals submitted in response to this RFP. The City shall not be liable for any costs incurred in connection with the preparation and submittal of any proposal. The City reserves the right to waive any informality in a submitted proposal.

F. AWARD OF THE CONTRACT

Only one contract will be awarded as a result of this RFP.

G. APPEAL PROCESS

The Department of Animal Regulation will notify the successful and unsuccessful proposers immediately at the end of the evaluation process. An unsuccessful proposer may appeal the decision to the Department within five (5) working days of the notice to the proposer. Appeals must be in writing and contain all the facts upon which the appeal is based. The General Manager of the Department of Animal Regulation will reply to any appeal within ten (10) working days after receipt thereof.

VI. CONTRACTUAL PROCEDURES

A. CONTRACT RENEWAL

If the Department exercises the option(s) to renew the contract, the Department will give the contractor 30 days written notice of the intent to renew.

B. ORDERS FOR EQUIPMENT AND SERVICES

After the award of a contract, components of the identification system shall be ordered by the Department by letter and include the following information:

1. The equipment or services to be delivered.
2. The quantity to be delivered.
3. The desired delivery date.
4. Special instruction, if any.

Orders shall be delivered to:

Department of Animal Regulation
Department Warehouse
3201 Lacy Street
Los Angeles, California 90031

VII. CITY POLICY ISSUE STATEMENTS

A. STANDARD PROVISIONS FOR CITY PERSONAL SERVICES CONTRACTS

Incorporated herein by reference are the following provisions and certifications, including but not limited to Nondiscrimination and Affirmative Action Policies, for City Personal Services Contracts (See the attached Appendix A).

B. DEPARTMENT OF ANIMAL REGULATION MINORITY BUSINESS ENTERPRISE AND WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM (MBE/WBE) AND OTHER BUSINESS OUTREACH REQUIREMENTS

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBE's), Women Business Enterprises (WBE's), and all other business enterprises an equal opportunity to participate in the performance of all City contracts. Proposers shall assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBE's and WBE's, have an equal opportunity to compete for and participate in City contracts. Equal opportunity will be determined by the proposer's good faith efforts to comply with the City's outreach program, as described in Exhibit B. Participation by MBEs, WBEs and all other businesses may be in the form of subcontracting or joint ventures. Failure to make good faith efforts to comply with said policy, to provide said affidavit with the proposal, or to provide documentation of good faith efforts when requested to do so by the Department, will render the proposal non-responsive and may result in its rejection.

Proposers must comply with the Department of Animal Regulation Minority Business Enterprise and Women-Owned Business Enterprise (MBE/WBE) and other Business Outreach requirements attached as Appendix B and file the required forms at the time proposals are submitted or as specified in the instructions.

C. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The contractor shall comply with the applicable affirmative action and non-discrimination provisions of the laws of the United States of America, the State of California, and the City. In performing the contract, the contractor shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, age, or physical handicap. The contractor shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. If the contract contains a consideration in excess of \$500 but not more than \$5,000, the Equal Employment Practices provisions of the contract shall be the mandatory contract provisions set forth in Los Angeles Administrative Code Section 10.8.3, in which event said provisions are incorporated herein by this reference. If the contract contains a consideration in excess of \$5,000, the Affirmative Action Program of the contract shall be the mandatory contract provisions set forth in Los Angeles Administrative Code Section 10.8.4.

The Contractor shall be required to comply with the provisions of the City's Affirmative Action Program (Appendix C), including the submission of one of the following affirmative action plans: a) a trade association affirmative action plan, b) the proposer's own affirmative action plan, or c) an executed copy of the Los Angeles City Affirmative Action Plan.

D. CHILD CARE POLICY

It is the policy of the City of Los Angeles to encourage businesses to adopt child care policies and practices (Appendix D). Consistent with this policy, proposers shall complete and submit the "Child Care Declaration Statement" with their proposals. To the extent allowed by law, proposers with stated child care policies shall receive preference in contracting with the City.

E. JOB TRAINING AND EMPLOYMENT POLICY

It is the policy of the City of Los Angeles to promote and encourage the employment of disadvantaged youths and adult City residents who have been trained for employment under the City's Job Training Partnership Act (JTPA) Program. Consistent with this policy, proposers submitting bids or proposals in excess of \$500,000 must complete and submit the attached (Appendix E) "Declaration of Contractor in Compliance with City of Los Angeles Job Training and Employment Policy."

F. WORK FORCE INFORMATION

It is the policy of the City of Los Angeles to encourage businesses to locate or remain in the City. Therefore, the City Council requires all City Departments to gather information on the headquarters address and certain information on the employees of the firms contracting with the City (C.F. 92-0021). The following information is to be included in each proposal:

1. Headquarters address of your firm;
2. Total work force;
3. Percentage of the total work force residing in the City;
4. Percentage of the total work force employed in the City;
5. The address of any branch office(s) within the City;
6. Work force in each Los Angeles office(s);
7. Percentage of work force in each Los Angeles branch office(s) residing in the City of Los Angeles; and
8. Percentage of work force in each Los Angeles branch office(s) employed in the City.

VIII. SUBMISSION OF DOCUMENTS

All information and/or certifications contained in the RFP, including but not limited to Minority Business Enterprises and Women Business Enterprises, Child Care and Nondiscrimination and Affirmative Action policies, must be completed and submitted with the proposal in accordance with City requirements.

EXHIBITS OF REQUIRED DOCUMENTATION

1. Standard Provisions for Personal Services Contracts.
2. Animal Regulation MBE/WBE Outreach Program.
3. City of Los Angeles Affirmative Action Certification Documents.
4. Vendor Child Care Policy Program/Child Care Declaration Statement.
5. Job Training and Employee

APPENDIX A

STANDARD PROVISIONS FOR PERSONAL SERVICE CONTRACTS

STANDARD PROVISIONS FOR CITY
PERSONAL SERVICES CONTRACTS

PSC.1. Construction of Provisions and Titles Herein.

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the CITY or the CONTRACTOR. The word "CONTRACTOR" or "CONSULTANT" herein and in any amendments hereto includes the party or parties identified in the agreement wherein this Appendix is incorporated by reference; the singular shall include the plural; if there shall be more than one CONTRACTOR/CONSULTANT herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several; use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Number of Originals.

The number of original texts of this Agreement shall be equal to the number of the parties hereto, one text being retained by each party.

PSC-3. Applicable Law, Interpretation and Enforcement.

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY. This Agreement shall be enforced and interpreted under the laws of the State of California and the City.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

PSC-4. Time of Effectiveness.

Unless otherwise provided this Agreement shall take effect when all of the following events have occurred:

- (a) This Agreement has been signed on behalf of the CONTRACTOR/CONSULTANT by the person or persons authorized to bind the CONTRACTOR/CONSULTANT hereto;

- (b) This Agreement has been approved by the CITY'S Council or by the board, officer or employee authorized to give such approval;
- (c) The Office of the City Attorney has indicated in writing its approval of this Agreement as to form and legality;
- (d) This Agreement has been signed on behalf of the CITY by the person designated to so sign by the CITY'S Council or by the board, officer or employee authorized to enter into this Agreement.

PSC-5. Integrated Agreement.

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for in paragraph PSC-6 hereof.

PSC-6. Amendment.

All amendments hereto shall be in writing and signed by the persons authorized to bind the parties thereto.

PSC-7. Excusable Delays.

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires, floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC-8. Breach.

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts

of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. Independent CONTRACTOR/CONSULTANT.

The CONTRACTOR/CONSULTANT is acting hereunder as an independent contractor and not as an agent or employee of the CITY. The CONTRACTOR/CONSULTANT shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY.

PSC-10. Prohibition Against Assignment or Delegation.

The CONTRACTOR/CONSULTANT may not, unless it has first obtained the written permission of the CITY;

- (a) Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- (b) Delegate, subcontract, or otherwise transfer any of its duties hereunder.

PSC-11. Permits.

The CONTRACTOR/CONSULTANT and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for the CONTRACTOR'S/CONSULTANT'S performance hereunder and shall pay any fees required therefor.

PSC-12. Nondiscrimination and Affirmative Action.

The CONTRACTOR/CONSULTANT shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this Agreement, the CONTRACTOR/CONSULTANT shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status or medical condition. The CONTRACTOR/CONSULTANT shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of \$500 but not more than \$5,000, the Equal Employment practices provisions of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code Section 10.8.3, in which event said provisions are incorporated herein by this reference. If

this Agreement contains a consideration in excess of \$5,000, the Affirmative Action Program of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code Section 10.8.4, in which event said provisions are incorporated herein by this reference. The CONTRACTOR/CONSULTANT shall also comply with all rules, regulations, and policies of the CITY's Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by said Office. Any subcontract entered into by the CONTRACTOR/CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC-13. Claims for Labor and Materials.

The CONTRACTOR/CONSULTANT shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible matter produced by the CONTRACTOR/CONSULTANT hereunder), against the CONTRACTOR'S/CONSULTANT'S rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC-14. Current Los Angeles City Business Tax Registration Certificate Required.

The CONTRACTOR/CONSULTANT represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY's Business Tax Ordinance (Article 1, Chapter 2, sections 21.00 and following, of the Los Angeles Municipal Code). For the term covered by this Agreement, the CONTRACTOR/CONSULTANT shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended.

PSC-15. Bonds

Duplicate copies of all bonds which may be required hereunder shall conform to CITY requirements established by charter, ordinance or policy and shall be filed with the Office of the City Attorney for its review in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

PSC-16. Indemnification

Except for the active negligence or willful misconduct

of CITY, CONTRACTOR/CONSULTANT undertakes and ~~agrees to~~ to defend, indemnify and hold harmless CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including CONTRACTOR'S/CONSULTANT'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by the CONTRACTOR/CONSULTANT or its SUBCONTRACTORS of any tier.

PSC-17. Insurance

A. General Conditions

During the term of this Agreement and without limiting CONTRACTOR'S/CONSULTANT'S indemnification of the CITY, CONTRACTOR/CONSULTANT shall provide and maintain at its own expense insurance having the limits customarily carried and actually arranged by CONTRACTOR/CONSULTANT but not less than the amounts and types listed on Form Gen 146/IR in Exhibit hereto covering its operations hereunder subject to the following conditions as they may variously apply:

1. Additional Insured/Additional Interest/Loss Payee

The CITY, its Boards, Officers, Agents and Employees shall be included as:

- a) Additional Insureds in all required General Liability and Additional Interests in all required Automobile Liability insurance.
- b) Named Insureds in all required Owners and Contractors Protective Liability insurance.
- c) Loss Payee As Its Interests May Appear in all required property, fidelity or surety coverages.

The CITY need not be named on Worker's Compensation/Employer's Liability, Professional Errors and Omissions and second-party Legal Liability coverages (such as Garagekeeper's Legal).

2. Insurance Approval

All insurance required hereunder shall conform to

CITY requirements established by charter, ordinance or policy. Evidence of insurance shall be submitted to the cognizant department's Risk Control Coordinator and approved by the CITY Attorney prior to commencement of any work or tenancy under this Agreement in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

3. Alternative Programs

Alternative Risk Financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers and captive insurance programs are subject to review of their financial statements by the CITY before approval can be granted by the City Attorney.

4. Admitted Carrier/Licensed California Broker

Insurance shall be obtained from brokers or carriers authorized to transact insurance business in California. Surplus lines insurance from carriers who are not admitted in California must be submitted through a California-licensed broker or agency.

Surplus lines coverage must also contain a Service of Suit provision whereby the underwriters will submit as necessary to any court of competent jurisdiction in California and agree that all matters arising thereunder will be determined in accordance with the law and practice of such court. It must further give the name and address of the underwriter's agent for service of process located within California or must nominate the California Insurance Commissioner as such agent.

5. Priority of Coverage

CONTRACTOR'S/CONSULTANT'S insurance shall not call on CITY'S program for contributions.

6. Cancellation/Reduction in Coverage Notice

With respect to the interests of the CITY, if an insurance company elects to cancel insurance before the stated expiration date, or declines to renew in the case of a continuous policy, or materially reduces the coverage period by changing the retroactive date (if any), or the extended

discovery period (if any), or reduces the stated limits other than by impairment of an aggregate limit, or materially reduces the scope of coverage which affects the CITY'S interest, the company will provide the CITY at least thirty (30) days prior written notice of such election. Notice will be made by receipted delivery addressed as follows: CITY ATTORNEY, INSURANCE AND BONDS, 1800 CITY HALL EAST, 200 N. MAIN STREET, LOS ANGELES, CA 90012-4168. It is understood, however, that such notice to the CITY shall not affect the company's right to give a lesser notice to the Named Insured in the event of nonpayment of premium. (L.A. Admin. Code Section 11.54).

7. Acceptable Evidence

The appropriate CITY Special Endorsement forms, attached hereto as Exhibits ____, are the preferred form of evidence of insurance. Alternatively, CONTRACTOR'S/CONSULTANT'S may submit two (2) certified copies of the policy or other evidence acceptable to the City Attorney containing language which complies with subparagraphs 1 through 6 above.

With respect to Professional Liability insurance, either a signed copy of the policy Declarations Page or a letter from CONTRACTOR/CONSULTANT insurance broker certifying coverage, together with a 30-day cancellation notice endorsement in favor of the CITY as specified in subparagraph 6 will satisfy this requirement.

8. Separation of Insureds

Except with respect to the insurance company's limits of liability, each liability insurance policy shall apply separately to each insured against whom a claim or suit is brought. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

9. Renewal

Once the insurance has been approved by CITY, evidence of renewal of an expiring policy may be submitted on a manually signed renewal endorsement or certificate form. If the policy or carrier has changed, however, new evidence as specified in

paragraphs 1 through 8 above, must be submitted.

B. Aggregate Limits/Reduction in Coverage

If any of the required insurance coverages contain aggregate limits, or apply to other operations or tenancy of CONTRACTOR/CONSULTANT not related to this agreement, CONTRACTOR/CONSULTANT shall give CITY prompt, written notice of any incident, occurrence, claim, settlement or judgement against such insurance which in CONTRACTOR'S/CONSULTANT'S best judgement may diminish the protection such insurance affords CITY. Further, CONTRACTOR/CONSULTANT shall immediately take all reasonable and available steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits. CITY may, at its option, specify a minimum acceptable aggregate for each line of coverage required. See Paragraph I, below.

CONTRACTOR/CONSULTANT shall not make any substantial reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) which may affect CITY'S protection without CITY'S prior written consent.

C. Self-Insurance and Self-Insured Retentions

Self-insurance programs and self-insured retentions in insurance policies are subject to separate approval by CITY upon review of evidence of CONTRACTOR'S/CONSULTANT'S financial capacity to respond. Additionally, such programs or retentions must provide CITY with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance.

D. Modification of Coverage

CITY reserves the right at any time during the term of this agreement to change the amounts and types of insurance required hereunder by giving CONTRACTOR/CONSULTANT ninety (90) days advance written notice of such change. If such change should result in substantial additional cost to the CONTRACTOR/CONSULTANT, CITY agrees to negotiate additional compensation proportional to the increased benefit to CITY.

E. Failure to Procure Insurance

The required coverages and limits are subject to availability on the open market at reasonable cost as determined by CITY. Non-availability or non-affordability must be documented by a letter from CONTRACTOR'S/CONSULTANT'S insurance broker or agent indicating a good faith effort to place the required insurance and showing as a minimum the names of the insurance carriers and the declinations or quotations received from each.

Within the foregoing constraints, CONTRACTOR'S/CONSULTANT'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Agreement shall constitute a material breach of this Agreement under which CITY may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR/CONSULTANT.

F. Underlying Insurance

CONTRACTOR/CONSULTANT shall be responsible for requiring such indemnification and insurance as it deems appropriate from consultants, agents and subcontractors, if any, to protect CONTRACTOR'S/CONSULTANT'S and CITY'S interests, and for ensuring that such persons comply with any applicable insurance statutes. CONTRACTOR/CONSULTANT is encouraged to seek professional advice in this regard.

G. Worker's Compensation

By signing this agreement, CONTRACTOR/CONSULTANT hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the performance of the work pursuant to this Agreement.

A Waiver of Subrogation in favor of CITY will be required when work is performed on CITY premises

under hazardous conditions.

H. Typical Coverages Required

The coverages required in A., above shall be at least as broad as:

1. **General Liability:** Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
2. **Automobile Liability:** Insurance Services Office form number CA 00 01 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. **Professional Liability:** If applicable, errors and omissions liability appropriate to the consultant's profession, with a discovery period of not less than 12 months after completion of work or termination of contract.

I. Typical Limits of Liability

Unless otherwise specified on Form Gen. 146/IR, CONTRACTOR/CONSULTANT shall maintain limits no less than:

1. **General Liability:** \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage, combined or equivalent in split limits.
3. **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability:** \$1,000,000 per occurrence.

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APPENDIX B

ANIMAL REGULATION MBE/WBE OUTREACH PROGRAM

**DEPARTMENT OF ANIMAL REGULATION
MINORITY BUSINESS ENTERPRISE AND WOMEN-OWNED BUSINESS ENTERPRISE
AND OTHER BUSINESS OUTREACH PROGRAM**

It is the policy of the City of Los Angeles Department of Animal Regulation, hereafter referred to as DEPARTMENT, in accordance with the Mayor Executive Directives Number 1-B and 1-C, to utilize Minority Business Enterprise and Women-Owned Business Enterprise (MBE and (WBE) and all other business enterprises, in all aspects of contracting relating to procurement, construction, and personal services awarded by this Department.

The City of Los Angeles, through the City Council and its respective Boards and Commissions, will ensure that Minority Business Enterprises have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, the City will take all responsible steps to ensure that Minority and Women-Owned Business Enterprises have the maximum opportunity to compete for and perform contracts and services.

DEFINITIONS

For purposes of this policy, the following terms and phrases shall be defined as set forth herein:

"CONTROLLED", for the purpose of determining whether a business is a Minority Business Enterprise or Women-Owned Business Enterprise, shall mean that the minority(ies), women, or a combination of minority(ies) and women, as the context requires, shall (1) possess legal authority and power to manage business assets, goodwill and daily operations of the business; and (2) actively and continuously exercise such authority and power in determining the policies and directing the daily operations of the business.

"MINORITY", "MINORITIES", or "MINORITY PERSON" shall have the same meaning as the term **"MINORITY PERSON"** as defined in the California Public Contract Code Section 2000(f), that is, Black Americans, Hispanic Americans, Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians), Asian-Pacific Americans (including persons whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, The Untied States Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, and Taiwan), or any other group of natural persons identified as minorities in the project specifications by the Department.

"MINORITY BUSINESS ENTERPRISE (MBE)" shall mean an independent and continuing business for profit, which performs a commercially useful function, and which is owned and controlled by one or more minority persons residing in the United States or one of its territories.

"OWNED", for purposes of determining whether a business is a Minority Business Enterprise or a Women-Owned Business Enterprise, shall mean that the minorities or women, as the context requires, shall possess an ownership interest of at least fifty percent (50%) of the business or, in the case of a publicly owned corporation, that at least fifty-one percent (51%) of the stock is owned by one or more minorities or women, as the context requires, and that such minorities or women:

- (1) Possess incidents of ownership, such as an interest in profit and loss, equal to at least the required ownership interest percentage; and
- (2) Contribute capital, equipment and expertise to the business equal to at least the required ownership percentage.

Ownership shall be measured as though not subject to the community property interest of a spouse, if both spouses certify that (a) only one spouse participates in the management of the business, and (b) the non-participating spouse relinquishes control over his or her community property interest in the subject business.

"WOMEN-OWNED BUSINESS ENTERPRISE, (WBE) shall mean an independent and continuing business for profit which performs a commercially useful function, and which is owned and controlled by one or more women residing in the United States or one of its territories.

OUTREACH REQUIREMENTS

Proposers shall assist the Department in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including local MBEs and WBEs have an equal opportunity to compete for and participate in Department contracts. Proposers' good faith efforts to reach out to MBEs, WBEs and all other business enterprises shall be determined by the following factors:

- (1) The proposer's efforts to obtain participation by MBEs, WBEs and other business enterprises could reasonably be expected by the General Manager Animal Regulation (General Manager) to produce a level of participation by interested sub-contractors, including 12½ % MBE and 12½ % WBE as established by the General Manager.
- (2) The proposer attended a bidders conference, if any, scheduled by the Department to inform all proposers of the requirements for the project for which the contract will be awarded. The Department may waive this requirement if the proposer certifies it is informed as to the project requirements.

- (3) The proposer identified and selected specific items of the project for which the contract will be awarded to be performed by sub-contractors to provide an opportunity for participation by MBEs, WBEs and other business enterprises. The proposer shall, when economically feasible, divide total contract requirements into small portions or quantities to permit maximum participation of MBEs WBEs and other business enterprises.
- (4) The proposer advertised for bids or proposals from interested business enterprises not less than ten calendar days prior to the submission of proposals, in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media specified by the Department.
- (5) The proposer provided written notice of its interest in bidding on the contract to those business enterprises, including MBEs and WBEs, having an interest in participating in such contract. All notices of interest shall be provided not less than ten calendar days prior to the date the proposals were required to be submitted. In all instances, the proposer must document that invitations for sub-contracting proposals were sent to available MBEs, WBEs and other business enterprises for each item of work to be performed.

The Mayor's Office of Small Business Assistance shall be available to help identify interested MBEs, WBEs and other business enterprises.

- (6) The proposer documented efforts to follow up initial solicitations of interest by contacting the business enterprises to determine with certainty whether the enterprises were interested in performing specific portions of the project.
- (7) The proposer provided interested enterprises with information about the plans, specifications and requirements for the selected sub-contracting work.
- (8) The proposer requested assistance from organizations that provide assistance in the recruitment and placement of MBEs, WBEs and other business enterprises not less than fifteen days prior to the submission of proposals.
- (9) The proposer negotiated in good faith with interested MBEs, WBEs and other business enterprises and did not unjustifiably reject as unsatisfactory proposals prepared by any enterprise, as determined by the General Manager. As documentation, the proposer must submit a list of all sub-proposers for each item of work solicited, including dollar amounts of potential work for MBEs, WBEs and other business enterprises.
- (10) The proposer documented efforts to advise and assist interested MBEs, WBEs and other business enterprises in obtaining bonds, lines of credit, or insurance required by the City or contractor.

Each proposer must complete and execute the Compliance Affidavit regarding compliance with MBE/WBE and Other Business Outreach Program Requirements and submit it with their proposal. The apparent best proposer will be requested to provide documentation of their good faith efforts to comply with the Outreach Program Requirements prior to award of the contract. Failure to provide said Affidavit or to provide the documentation of good faith efforts when requested by the Department will render the proposal non-responsive and may result in its rejection.

Every firm submitting a proposal for a contract covered by this program is making a commitment that it has enacted the outreach to meet the requirements of this program. Only those prime or sub-contractors who have been certified as minority/women-owned firms shall be considered for purposes of counting against reaching the project and annual MBE/WBE goals of the Outreach Program.

SANCTIONS

Failure of the proposer to demonstrate a good faith effort to comply with the Outreach Requirements may result in the proposal being found to be non-responsive and the contract not being awarded or being awarded to another contractor.

Achievement of expected levels of participation for the contract may only be used as one of the ten indicators, above, of whether a bidder or proposer has made a good faith effort to recruit MBEs, WBEs and other business enterprises. Even though the General Manager has established expected levels of participation for MBE and WBE sub-contractors, failure to meet those levels shall not by itself be the basis for disqualification of the proposer. The General Manager's determination of the adequacy of a proposer's good faith effort must be based on due consideration of all indicators of good faith as set forth above.

If the General Manager considers awarding away from the lowest proposer or not awarding a contract to a proposer because the proposer is determined to be non-responsive for failure to comply with the good faith indicators set forth above, the General Manager shall, if requested, and prior to the award of the contract, afford the proposer the opportunity to present evidence to the General Manager in a public hearing of the proposer's good faith efforts in making its outreach. In no case will the General Manager award away pursuant to this program if a proposer makes a good faith effort but fails to meet the expected levels of participation.

Nothing herein restricts the discretion of the Awarding Authority to reject all proposals in accordance with Charter Section 386.

City of Los Angeles

DEPARTMENT OF ANIMAL REGULATION

COMPLIANCE AFFIDAVIT
MBE/WBE AND OTHER BUSINESS OUTREACH PROGRAM REQUIREMENTS

The undersigned hereby swears or affirms that the following statements are true and correct to the best of his/her knowledge:

That he or she is a representative of the proposer and is authorized to make these statements.

The proposer made the following efforts in a good faith attempt to comply with the MBE/WBE and Other Business Outreach Program Requirements as indicated by writing his/her initials in the spaces provided for requirements 1 through 10 on the attached Outreach Requirements.

That, upon being requested to do so by the Department, the proposer will provide documentation of the efforts made as indicated above, within three (3) working days of such request.

I declare under penalty of perjury that the foregoing information is true and correct.

City of _____ State of _____

Proposer's Name _____ Date _____

Signature _____

Print Name _____

Title _____

Notary _____

Seal

APPENDIX C

CITY OF LOS ANGELES AFFIRMATIVE ACTION PROGRAM

AFFIRMATIVE ACTION

The City of Los Angeles has an Affirmative Action Program for vendors doing business with the City (Los Angeles Administrative Code, Div. 10, Chapter 1, Art. 1, Sec. 10.8) In order to comply, it is necessary that the bidder complete, sign, and return with the bid, the following: REFER AFFIRMATIVE ACTION QUESTIONS TO (213) 485-6787.

On All Bids Over \$500 But Not Over \$5,000:

1. A signed certification of adherence to Nondiscrimination and Equal Employment Practices. (Form, below)
2. A Completed Equal Employment Opportunity Officer Appointment (Form, below)

On All Bids Over \$5,000:

1. A signed certification of adherence to Nondiscrimination and Affirmative Action Practices. (Form, below)
2. A completed Equal Employment Opportunity Officer Appointment (Form, below)
3. A completed Ethnic Composition of Total Work Force Report (Form, Page A-2)
4. A signed Affirmative Action Plan. The bidder must submit one of the three following plans:

Plan A. Los Angeles City Affirmative Action Plan, ("Los Angeles City Affirmative Action Requirements for Non-construction Contractors"). The city's plan on A-5 and A-6 is an approved plan requiring only signature of acceptance on Page A-2 along with the ethnic composition of total work force and submittal to be effective.

Plan B. A trade association plan, if the contractor is a member in good standing of the association.

Plan C. The Bidder's own Affirmative Action Plan.

Vendor's Suppliers (Subcontractors).

These same documents must be submitted for Vendor's Sub Contractors and Suppliers who furnish over \$5,000 of any contract awarded by the City. The Bidder shall be responsible for obtaining the Affirmative Action Plans from its suppliers. Additional forms are available from the office of the Purchasing Agent.

ALL CERTIFICATES AND PLANS ARE EFFECTIVE 12 MONTHS FROM DATE OF APPROVAL.

CERTIFICATION FOR ALL CONTRACTS

The Contractor by its signature affixed hereto declares under penalty of perjury that:

1. The information contained herein is true and correct.
2. The Contractor has read the Equal Employment Practices printed on Page A-3 and certifies the practices will be adhered to in the performance of any contract over \$500 but not over \$5,000.
3. The Contractor has read the Affirmative Action Practices printed on Page A-4 and certifies the practices will be adhered to in the performance of any contract over \$5,000.
4. The Contractor has appointed the Equal Employment Opportunity Officer as noted below.
5. **NONDISCRIMINATION CLAUSE** — The Contractor agrees and obligates the company not to discriminate during the performance of this contract against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, or physical handicap, and that all subcontracts awarded under this contract shall contain a like nondiscrimination clause.

Date: COMPANY NAME

SIGNATURE ADDRESS

NAME AND TITLE CITY. COUNTY. STATE. ZIP

EQUAL EMPLOYMENT OPPORTUNITY OFFICER

Please be advised that is hereby appointed as its Equal Employment Opportunity Officer. The Officer has been given the authority to establish, disseminate and enforce the Equal Employment and Affirmative Action Policies of this firm.

NAME OF APPOINTEE
PRESENT OFFICIAL STATUS WITH FIRM

The Officer may be contacted at concerning matters

WORK LOCATION TELEPHONE

related to any affirmative actions taken by this firm to increase minority utilization in its employment.

ETHNIC COMPOSITION OF TOTAL WORK FORCE

Indicate below the number of employees in each occupational category for each of the ethnic groups listed below for your firm's total work force located at **ADDRESS**
as of **DATE**

EMPLOYMENT BY ETHNIC ORIGIN, OCCUPATION, AND SEX

OCCUPATIONS	Total All Employees	Total Males	MALE EMPLOYEES				FEMALE EMPLOYEES				Total Minority	Percent Minority	Percent Female		
			MINORITY GROUPS				MINORITY GROUPS								
			Black	Hispanic	Asian	American Indian Aleuts	Total Females	Black	Hispanic	Asian	American Indian Aleuts				
a. Officials and Managers															
b. Professionals															
c. Technicians															
d. Sales Workers															
e. Office and Clerical															
f. Skilled Craft															
g. Semiskilled															
h. Laborers (Unskilled)															
i. Service Workers															
Total															

(Figures for the following classifications shall also be included in the appropriate category above the "Total" line.)

1. Apprentices														
On-the-job Trainees	White Collar													
	Production													

EMPLOYMENT STATISTICS WERE OBTAINED FROM

AVAILABLE RECORDS VISUAL CHECK OTHER (Specify)

To accept the City's Affirmative Action Plan as its own, Vendor, shall fill-in the blank forms on the above section and fill-in and sign the acceptance below and return this sheet with its bid.

VENDOR'S ACCEPTANCE OF LOS ANGELES CITY AFFIRMATIVE ACTION PLAN

Contractor has read the Los Angeles City Affirmative Action Requirements for Nonconstruction Contractors on Pages A-5 and A-6 and accepts all of its requirements as its basic Affirmative Action Plan.

Date: _____

COMPANY NAME

SIGNATURE

ADDRESS

NAME AND TITLE

CITY, COUNTY, STATE, ZIP

**PROVISIONS FOR CONTRACTS OF MORE THAN
\$500 BUT NOT OVER \$5,000.**

Equal Employment Practices

A. During the performance of this contract, the contractor, agrees and represents that it will provide equal employment practices, and the contractor and each subcontractor hereunder will take affirmative action to ensure that in its employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, age or physical handicap.

- 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.**
- 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work, or service category.**
- 3. The contractor or subcontractor agrees to post a copy of paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.**

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, age or physical handicap.

C. At the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify on a form to be supplied, that it has not discriminated in the performance of this contract against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex or physical handicap.

D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of this contract, and on their or either of their request to provide evidence that it has or will comply therewith.

E. The failure of any contractor or subcontractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of this contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor or subcontractor in accordance with the provisions of Section 22.359.3 of the Los Angeles Administrative Code.

F. Upon a finding duly made that the contractor or subcontractor has failed to comply with the Equal Employment Practices provisions of this contract, this contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor or subcontractor is an irresponsible bidder pursuant to the provisions of Section 386 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor or subcontractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until it shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms to the awarding authorities for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract compliance program.

I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

PROVISIONS FOR CONTRACTS OF MORE THAN \$5,000

Affirmative Action Practices

A. During the performance of this contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, age or physical handicap.

1. This provision applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work, or service category.

3. The contractor or subcontractor agrees to post a copy of paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitation or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, age or physical handicap.

C. At the request of the awarding authority or the office of Contract Compliance, the contractor shall certify on a form to be supplied, that the contractor has not discriminated in the performance of this contract against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex or physical handicap.

D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program of this contract, and on their or either of their request to provide evidence that it has or will comply therewith.

E. The failure of any contractor or subcontractor to comply with the Affirmative Action Program of this contract may be deemed to be a material breach hereof. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor or subcontractor in accordance with the provisions of Section 22.359.3 of the Los Angeles Administrative Code.

F. Upon a finding duly made that the contractor or subcontractor has breached the Affirmative Action Program of this contract, this contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor or subcontractor is an irresponsible bidder pursuant to the provisions of Section 386 of the Los Angeles City Charter. In the event of such a determination, such contractor or subcontractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until it shall establish and carry out a program in conformance with the provisions hereof.

F. (1). In the event of a finding by the Fair Employment Practice Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any Court of competent jurisdiction that the contractor or subcontractor has been guilty of a willful violation of the Fair Employment Practice Act of California, or the Affirmative Action Program of this contract, there may be deducted from the amount payable to the contractor or subcontractor by the City of Los Angeles under this contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of this contract.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Office of Contract Compliance shall promulgate rules and regulations and forms for the implementation of the Affirmative Action Program of this contract, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.

I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. At the time its bid is submitted, the contractor shall submit an **AFFIRMATIVE ACTION PLAN** to the awarding authority which shall meet the require-

ments of this ordinance. The awarding authority may also require contractors or suppliers to take part in a prebid or preaward conference in order to develop, prove or implement a qualifying Affirmative Action Plan. Affirmative Action Plans developed pursuant to this section shall be effective for a period of two months next succeeding the date of contract award or the date of first approval by the Office of Contract Compliance whichever is the earlier.

J. (1). Every contract or subcontract in excess of \$5,000 which may prove construction, demolition, renovation, conservation, or major maintenance of a kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

J. (2). A contractor may establish and adopt as its own Affirmative Action Plan by affixing his signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance.

K. Contractors and suppliers who are members in good standing of a trade association which has negotiated an Affirmative Action Program with the Board of Public Works, Office of Contract Compliance may make the program of such association their commitment for the specific contract upon approval of the Office of Contract Compliance, without the process of a separate prebid or preaward conference. Such an association agreement shall be effective for a period of twelve months next succeeding the date of approval by the Office of Contract Compliance. Trade associations shall provide the Office of Contract Compliance with a list of members in good standing in such association.

L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed and approved Affirmative Action Nondiscrimination Programs. For each contractor or supplier the Office of Contract Compliance shall state the date of approval except that the Office of Contract Compliance shall not withdraw its approval for any affirmative action plan or change the affirmative action plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.

M. The Affirmative Action Plan required to be submitted hereunder and prebid or preaward conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment actively, be concerned with employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for nonapprenticeable occupations;

2. Classroom preparation for the job when not apprenticeship;

3. Preapprenticeship education and preparation;

4. Upgrading training and opportunities;

5. Encouraging the use of contractors, subcontractors and suppliers of ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions, and practices generally observed in private industries in the contractor's, subcontractor's, or supplier's geographical area for such work; and

6. The entry of qualified women and minority journeymen into the industry;

7. The provision of needed supplies or job conditions to permit persons with some unusual physical condition to be employed, and minimize the impact of any physical handicap.

N. Any adjustments which may be made in the contractor's or supplier's force to achieve the requirements of the City's affirmative action contract compliance program in purchasing and construction shall be accomplished by either both an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and no termination, lay-off, demotion, or change in grade.

O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the prebid or preaward conferences shall not be confidential, may be publicized by the contractor at its discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its contract compliance affirmative action program.

P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors, subcontractors and suppliers engaged in the performance of City contracts.

LOS ANGELES CITY AFFIRMATIVE ACTION PLAN
LOS ANGELES CITY AFFIRMATIVE ACTION REQUIREMENTS
FOR NONCONSTRUCTION CONTRACTORS

Notwithstanding any other provision of Division 10, Chapter 1, Article 1, of the Los Angeles Administrative Code, to the contrary, every nonconstruction contract involving an expenditure in excess of \$5,000 of City funds except in cases of urgent necessity, as provided in Section 386 of the Chapter of the City of Los Angeles and except as provided in Section 10.8.6 and Section 10.9 (a), (b) and (d) of Division 10, shall contain by insertion therein, as part of the bid specifications, an affirmative action plan substantially as follows and which by the Contractor's signature affixed thereto, shall constitute and be established as its affirmative action plan:

1. NONCONSTRUCTION CONTRACTS INCLUDED

The Contractor and the subcontractor will not be eligible for an award of a City nonconstruction contract in excess of \$5,000, unless it has submitted as part of its bid a written affirmative action plan embodying both (1) goals and timetables of minority manpower utilization, (Members of "Minority Groups" include women and any person or group described by race, religion, sex, ancestry, national origin, age, or physical handicap) and (2) specific affirmative action steps directed at increasing minority manpower utilization by means of applying good faith efforts to carrying out such steps or is deemed to have submitted such a program pursuant to Subsection 3 of this section. Both the goals and time tables, and the affirmative action steps must be taken in good faith to attempt to meet the requirements of this section and as set forth below, whether subcontracted or not.

2. GOALS AND TIMETABLES

The plan must set forth the following minimum goals for minority and female utilization by the bidder and all contractors and subcontractors with the City of Los Angeles in each occupational category for work performed within the County of Los Angeles. These goals shall not be construed to be quotas but shall indicate the extent to which the contractor or the subcontractor, in good faith, shall make an effort to utilize minorities and females in each occupational category provided the opportunities arise and qualified persons are available to fill vacancies.

	Ethnic Minorities	Females
until further notice	21%	21%

Where work is performed outside the County of Los Angeles, the goals shall be equivalent to 50% of the minority and 50% of the female population in the vendor's geographical area (Standard Metropolitan Statistical Area (SMSA) formula) applied to each occupational category; however, the female goal shall not exceed 21%.

In the event that under a contract which is subject to these bid conditions any work is performed in a year later than the latest year for which acceptable ranges of minority manpower utilization have been determined herein, the goals for the last year shall be applicable to such work.

In no event may a Contractor or subcontractor utilize the goals, timetables or affirmative action steps required by this part in such a manner as to cause or result in discrimination against any person on account of race, religion, sex, ancestry, national origin, age, or physical handicap.

3. AN AFFIRMATIVE ACTION PLAN

The Contractor certifies and agrees that it shall immediately make a good faith effort to include within its employ said minorities in numbers proportionate with the said minority composition of the population of the County of Los Angeles or the recruitment area work force if the Contractor is located outside Los Angeles County as set forth hereinabove, including but not limited to the following affirmative actions:

- (a) The Contractor shall recruit and make efforts to obtain minorities through:
 - (1) Advertising employment opportunities in minority community news media;
 - (2) Notifying minority community organizations of employment opportunities;
 - (3) Maintaining contact with schools with minority students to notify them of employment opportunities;
 - (4) Encouraging present minority employees to refer their friends and relatives;
 - (5) Promoting after school and vacation employment opportunities for minority youth;
 - (6) Validating all employment specifications, selection requirements, tests, etc.;
 - (7) Maintaining a file of the names and addresses of each minority worker referred to the Contractor and what action it took concerning such worker; and
 - (8) Notifying the appropriate awarding authority of the City in writing when a union with whom it has a collective bargaining agreement has failed to refer a minority worker to it.
- (b) The Contractor shall continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions, and layoffs are made to achieve and maintain an ethnically balanced work force.

- (c) The Contractor shall utilize training programs and assist minority employees in locating, qualifying for, and engaging in such training programs to enhance their skills and advancement.
- (d) The Contractor shall secure cooperation or compliance from the labor referral agency to its contractual affirmative action obligations.
- (e) The Contractor shall establish a person at the management level of the contracting entity to be its Equal Employment Opportunity Officer; such individual to disseminate and enforce the company's Equal Employment and Affirmative Action Policies.
- (f) The Contractor shall maintain such records as are necessary to determine compliance with equal employment and affirmative action obligations, and make such records available to City, State, and Federal authorities upon request.

4. The Contractor shall make a good faith effort to contract with said minority contractors, subcontractors, and vendors for services and supplies by taking affirmative actions which include but are not limited to the following:

- a. The Contractor shall advertise invitations for subcontractor bids in minority community news media.
- b. The Contractor shall contact minority contractor organizations for referral of prospective subcontractors.
- c. The Contractor shall contact any other source likely to yield qualified minority contractors and vendors.
- d. The Contractor shall make purchases from qualified minority vendors where practical.

5. The Contractor and each subcontractor shall make a good faith effort with respect to apprenticeship and training programs to:

- a. Recruit and refer minority employees to such programs.
- b. Establish training programs within its company and/or its association that will prepare minority employees for advancement opportunities.
- c. Abide by the requirements of the Labor Code of the State of California with respect to the provisions of apprenticeship opportunities.

6. The Contractor and each subcontractor shall establish written company policies, rules, and procedures which shall be encompassed in a company-wide Affirmative Action Plan for all its operations and contracts. Said policies shall be provided to all its employees, subcontractors, vendors, unions, and all others with whom it may become involved in fulfilling any of its contracts. The company's Affirmative Action Plan shall encompass the requirements contained herein as a minimum.

7. Where problems are experienced by the Contractor or the subcontractor in complying with its affirmative action obligations, the Contractor or subcontractor shall document its good faith effort to comply with the requirements by the following procedure:

- a. The Contractor shall state the nature of the problem.
- b. The Contractor shall state what it attempted to do, how, and on what date.
- c. The Contractor shall state to whom its efforts were directed.
- d. The Contractor shall state the response received and the date.
- e. The Contractor shall state what other steps it has taken or will take to comply and when.
- f. The Contractor shall state why it has been or will be unable to comply.

8. The Contractor and each of its known subcontractors shall complete and file with the awarding authority acceptable Affirmative Action Plans with the Contractor's bid.

9. The Contractor and each of its known subcontractors shall submit an "Ethnic Composition of the Company's Total Work Force" report (by employees) with the bid.

10. No contract or subcontract shall be executed until the Office of Contract Compliance of the City of Los Angeles has approved the contractor's or subcontractor's Affirmative Action Plan.

11. It shall be no excuse that the union with which the Contractor or the subcontractor has a collective bargaining agreement providing for referral, exclusive or otherwise, failed to refer minority employees.

12. Subject to this subsection, the Contractor and subcontractor shall execute such further forms and documentation at such times and as may be required by the appropriate awarding authority or the Office of Contract Compliance of the City of Los Angeles.

13. Where the Contractor or its subcontractors has failed to comply with the Affirmative Action requirements contained in the section any and all sanctions allowed by law may be imposed upon the Contractor or any subcontractor.

14. The Office of Contract Compliance within the Department of Public Works shall be responsible for administering the City's Contract Compliance Program in the manner described in the Los Angeles Administrative Code.

APPENDIX D

VENDOR CHILD CARE PROGRAM CHILD CARE DECLARATION STATEMENT

CITY OF LOS ANGELES
VENDOR CHILD CARE POLICY PROGRAM
CHILD CARE DECLARATION STATEMENT

The business concern listed below declares the following status on the "Child Care Policy of the City of Los Angeles, XI. Vendors" as defined in the attached supplementary instructions to bidders. It is incumbent upon the concern to notify the City of any changes applicable to this declaration.

Business Name	Telephone No.
Business Address	
Signature	Title

Note: A "stated child care policy" may include services and/or benefits for employees and their families, including infants through school-age child care centers or family day care homes, before and after school programs, day camps, services for ill children, children with special needs, family leave, and more. Please refer to the attached instructions for definitions. Please check ALL items on the form that apply to your business concern.

Part One

DOES YOUR BUSINESS HAVE A STATED CHILD CARE POLICY?

If YES, please attach a copy

YES NO

Part Two

DOES YOUR BUSINESS PROVIDE CHILD CARE ASSISTANCE?

If YES, please check which form(s) of assistance

Level I Assistance

- Subsidized company child care center
- Subsidized network of child care homes
- Child care reimbursement in addition to other benefits
- Child care reimbursement in a flexible benefit package
- Paid parental leave
- Purchase of spaces for employees in community child care program(s) (centers or homes)

Level II Assistance

- Salary setaside/flexible spending account funded with employee salary dollars/Section 125
- Child care referral services
- Parenting seminars
- Counseling on work/family issues
- Start-up of a self-supporting center
- Start-up contributions to a "consortium center"

Level III Assistance

- Flexible work hours
- Flex-place/work-at-home
- Permanent part-time/job sharing
- Work-at-home following maternity leave
- Unpaid parental leave
- Donation to enhance child care program

Other: (Describe) _____

I HAVE READ AND COMPLETED:

(Signed) _____

For additional information on child care options and benefits for employees, please contact the City Child Care Coordinator, 200 N. Main St., Room 1474, Los Angeles, CA 90012, (213) 485-6997.

Do not write in this space

Date Filed: _____

Expiration Date: _____

APPENDIX E

JOB TRAINING AND EMPLOYEE

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS/PROPOSERS

DECLARATION OF CONTRACTOR IN COMPLIANCE WITH THE CITY OF LOS ANGELES EMPLOYMENT AND TRAINING POLICY

I. GENERAL:

The City of Los Angeles has successfully administered federally funded job training programs for over 20 years. Most recently, the City, in partnership with the Private Industry Council, has administered the Job Training Partnership Act (JTPA) program. This program is designed to provide economically disadvantaged youth and adults with the skills they need to find and keep public and private sector jobs. JTPA provides incentives to businesses willing to train and place eligible participants in unsubsidized employment.

Despite the City's diligent efforts and the expenditure of approximately \$37 million annually in JTPA funds, the City is still faced with a lack of available training and placement opportunities for thousands of eligible persons. Until all persons are provided with training and job opportunities, the City's ability to reduce crime, drug use and other social problems will be limited.

It is the policy of the City to promote and encourage the employment of disadvantaged youth and adult City residents who have been trained for employment under JTPA. The City aggressively seeks employment and training opportunities within its own workforce and within the workforce of the City's vendors and contractors. In this way, the City will maximize its available resources, facilitate a linkage between the trained JTPA participants and employment opportunities available through companies who do business with the City, and expand the partnership between government and the private sector.

JTPA works primarily through a locally based program delivery system. The local elected officials and the local private sector (Private Industry Council - PIC) jointly design and oversee the program. The Community Development Department, Youth and Employment Services Division (YESD) administers the JTPA program for the City of Los Angeles. A network of Services Provider Agencies actually provide the job training and employment assistance of JTPA participants. Classroom training and On-the-Job Training (OJT) are among the activities offered by a Service Provider Agency. All JTPA participants are trained for entry level positions in occupations such as Date Entry, Clerical, Bank Teller, Secretarial, Union supported trade, etc.

Classroom Training (CT) consists of job preparation, general education, and the teaching of vocational skills for specific occupation. On-the-Job training enables participants to learn specific skills while working for an employer. Employers participating in an OJT program are reimbursed during this training period on a sliding scale for up to 50% of the employee's wages while in training for a specific job. However, all or a portion of this amount is made contingent upon completion of the skills training and retention. The conditions and the amounts of reimbursement are negotiable with the JTPA Service Provider Agencies. Employers desiring to offer OJT to a program participant would enter into individual agreements with the Service provider Agency in their area.

II. POTENTIAL CONTRACTORS/VENDORS SHALL: (Contracts for \$500,000 or more)

A. Complete and file a Declaration of Compliance with the City of Los Angeles Employment and Training Policy. No bids will be considered responsive without the declaration completed. The declaration shall:

1. Identify the number of permanent, full-time positions for which they will agree to interview and hire City JTPA participants contingent upon a review of the participant's qualifications and capabilities. You should identify all potential job openings throughout your company for which you will be willing to interview JTPA participants, not just those that may result from the award of a City contract.
2. Describe one or more occupational areas for which On-the-Job (OJT) training opportunities would be available to JTPA participants.
3. Identify a contact person with whom the City or Service Provider Agency representatives may negotiate the placement and training of JTPA participants.

III. DETERMINATION OF GOOD FAITH EFFORTS

A. All contractors/vendors are expected to be able to hire JTPA applicants. Bidders or proposers good faith efforts to hire JTPA applicants shall be determined by the following factors:

1. The bidder or proposer attended pre-solicitation or pre-bid meetings, if any, scheduled by the Awarding Authority to inform all bidders or proposers of the requirements for the project for which the contract will be awarded. The

Awarding Authority may waive this requirement of the bidder or proposer certifies it is informed as to the project requirements.

2. The bidder or proposer has contacted the Youth and Employment Services Division of the Community Development Department (CDD) before completing the mandatory Employment and Training Policy Information Declaration form.
3. The bidder or proposer has forwarded job descriptions and notices of vacancies to the Youth and Employment Services Division of CDD for distribution to JTPA Agencies.
4. The bidder or proposer has made every effort to divide existing job opportunities to accommodate the hiring of JTPA applicants in order to provide as many positions as possible.
5. The bidder or proposer identified a person that both the Youth and Employment Services Division of CDD and the Department Liaison can contact.
6. The bidder or proposer has already tried to participate or has participated in the JTPA program and can document having interviewed/hired JTPA applicants referred through the Youth and Employment Services Division of CDD or another JTPA program provider.

IV. ADDITIONAL INFORMATION

Inquiries should be directed to: Community Development Department, Youth and Employment Services Division, 215 West Sixth Street, 10th Floor, Los Angeles, CA 90014, Attention: Curtiss Johnson (213) 485-9066 or Tess Coronel (213) 485-6520. Please identify that you are calling regarding the "Executive Directive 57 Bidders Policy."

Bid No. _____

**DECLARATION OF CONTRACTOR IN COMPLIANCE
WITH CITY OF LOS ANGELES EMPLOYMENT
AND TRAINING POLICY**

This Declaration must be completed by all bidders for City contracts of Five Hundred Thousand Dollars (\$500,00.00) or more. Failure to submit this document may result in your bid being deemed nonresponsive and ineligible for consideration.

All inquiries should be directed to: Youth and Employment Services Division, Community Development Department, 215 W. 6th Street, 10th Floor, Los Angeles, California 90014, Attention: Curtiss Johnson, (213) 485-9066. Please identify that you are calling regarding the "Executive Directive 57 Bidders' Policy."

Please note: The information on this form may be used by the City whether or not your company is ultimately selected as the City's Contractor for this project.

Contractor Name:

Address:

Telephone No.:

Contact person(s) authorized to negotiate employment and training positions with the City:

Contractor agrees to hire contingent upon a review of qualifications and capabilities of JOB TRAINING PARTNERSHIP ACT (JTPA) trainees for the positions noted below.

1. Contractor's employment opportunities available during current Fiscal Year:

Occupation	Average Hourly Wage	Full Time/ Part Time	Entry Level Training Req'd
------------	------------------------	-------------------------	-------------------------------

2. On -the-job training opportunities available to JTPA trainees for current Fiscal year:

<u>Occupation</u>	<u>Length of Training</u>	<u>Wage</u>	<u>Special Requirements</u>
-------------------	---------------------------	-------------	-----------------------------

Contractors having OJT slots available may receive reimbursement up to 50 percent of salary upon negotiation of an agreement with a City JTPA program operator:

3. Have you had any previous participation in the JTPA Program? If so, please identify participants, types of jobs, wages and length of time on the jobs.

4. Contractors unable to designate job openings or OJT slots must declare their reasons for this and indicate below what was done to meet a good faith effort.

I declare under penalty of perjury that the foregoing is true and correct. Executed on the day of 19 , at Los Angeles, California.

SIGNATURE AND TITLE

(CORPORATE SEAL)

Attachment C

AVID's Proposal
Submitted March 27, 1997

AVID

3179 Hamner Ave.
Norco, CA 91760



Tel (909) 371-7505
Fax (909) 737-8967

March 27, 1997

97 MAR 31 PM 12:19

DR

The Office of the General Manager
Department of Animal Regulation
419 south Spring Street, Room 1400
Los Angeles CA 90013

RE: PROPOSAL FOR ELECTRONIC ANIMAL IDENTIFICATION SYSTEM

Enclosed you will find our proposal concerning the microchipping of animals in Los Angeles City Shelters. Should you have any questions or inquiry with regard to this proposal, please do not hesitate to contact me.

With Best Regards,

Michael E. Burns
Director, Shelter Programs

A PROPOSAL FOR THE CITY OF LOS ANGELES, DEPARTMENT OF ANIMAL REGULATION



**To provide an electronic animal identification system utilizing subcutaneous passive
transponder technology**



AVID
3179 Hamner Avenue
Norco CA 91760
Phone: 800.336.2843
Fax: 909.737.8967

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(Refer to Appendices)		
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BACKGROUND

The City of Los Angeles, Department of Animal Regulation has requested a proposal for an electronic animal identification system based upon subcutaneous implantation of passive transponders in shelter animals. Specifically:

- ◆ The primary purpose being to establish a safe, effective and accurate method of identifying dogs, cats and other animals in its shelters; and
- ◆ To establish a contract with the City of Los Angeles for the acquisition of the components of an electronic animal identification system; in addition to
- ◆ Related services, such as warranties, maintenance, training and information accessibility.

EXECUTIVE SUMMARY

We at AVID (American Veterinary Identification Devices) understand the need for positive identification of animals and pets taken in by shelters as well as adopted to new homes. We also understand that the vast majority of animals coming into shelters are without the benefit of any form of identification. The rapid, and safe reunification of pet to owner is paramount to all shelters. Microchip technology is the surest form of identification and should be used as part of a complete package that includes a pet license, external identification that an animal is microchipped and finally the presence of a passive transponder that will stay with the pet for its entire life.

Shelter personnel's concerns are also noted at AVID. Specifically, they want the technology to:

- Provide for easy implantation of a microchip with equipment that causes as little stress to an animal as is possible.
- Scanners that read all competitors microchip numbers and that operate quickly and efficiently.
- Training for personnel, not only at the beginning of a program, but for as long as a microchipping program lasts in a shelter.

- Absolute quality of product.
- A data base that is available 24 hours, 7 days a week where a live person will make available vital information pertaining to an animal's ownership, sterility status, veterinary medical problems and other information that may be particular to a specific shelter's needs.

AVID is committed to providing all and more of the above through it services, technology and staff. This proposal will detail how AVID will provide the finest animal identification system through microchipping while offering the foremost in quality of materials, product and programs that are fully cost-recoverable and revenue generating as well.

INTRODUCTION

AVID currently provides microchipping and scanning programs for hundreds of shelters throughout the world. We have been in business for 11 years and have maintained our fiduciary responsibilities to our clients. Our name has never changed and we are singularly the only company that produces our own product exclusively dedicated to the microchip industry. No other products will compete for our attention. Our staff of professionals represent all aspects of animal care, including great experience in animal sheltering from management to kennel concerns. We invite your inquiry and are ready to provide other shelters, that utilize our systems, for your investigation into our service, commitment and quality of product. AVID has and continues to lead this industry having most recently developed two types of universal scanners; assisting competitors with our engineers and technology in their scanner development and providing 'shelter friendly' programs to our clients.

☒ Statement of Problem/Need

- ◆ This proposal is submitted to provide the City of Los Angeles, Department of Animal Regulation with an animal microchip identification program based upon the finest of product, services and maintenance and the lowest cost available.
- ◆ We understand and will address this program designed to fit your needs with consideration for your costs and revenues.

☒ Project Scope and Objectives

AVID guarantees that Los Angeles' program, upon signing of the contract, will be viable and in force within three weeks, with all product required delivered, staff trained and systems in place.

AVID/CITY OF LOS ANGELES, MICROCHIP PROPOSAL

- ◆ AVID will provide ten of its staff for the program's implementation. These will include engineers/computer specialists/managers/veterinary staff/shelter specialists and support personnel.
- ◆ Full training of your personnel can be done within two weeks which includes clerical, kennel, field and veterinary staff.

ACTION PLAN

Unlike our competitors we are experienced in systems delivery. Our data base is our own. We don't just sell the product then depend upon an entirely different agency to maintain animal records. We also won't give you an answering service if you call for pet identification. A real voice will walk through with you until the information you need is at hand.

- ◆ Our **first phase** will be with your staff's training. Our personnel will provide this on-site, working with each section (field/kennel/clerical/veterinary) we'll provide written and video materials as well as personalized instruction ranging from implanting/scanning techniques to records completion.
- ◆ Our **second phase** will be to assist in the promotion and development of your unique program. We will provide videos/instructional materials/brochures and our toll free number will be available to your shelter's clients and visitors providing them with information, even after they receive their microchipped pet.
- ◆ Our **third phase** will be to be with you on opening day. We won't just sell you product then leave. Our staff will be available to help you implement your program.
- ◆ Our **fourth phase** is customer service. Offering you overnight delivery of product maintenance or replacement. Immediate service to you and your shelter visitors. You will not be transferred from department to department when you need service or maintenance.
- ◆ Our **fifth phase** is unique. Our sheltering specialists are a phone call away to answer any questions you may have that are unique to shelters. Our experienced staff can answer questions ranging from scanning fractious animals to specific plans that will help your program. We can even provide samples of ordinances for specialized microchipping programs that are in force throughout the world; programs for redeemed pets, potentially dangerous animals, barking dogs.

All of these available to you at no additional cost!

MANAGEMENT PLAN

Initially two top level managers will be assigned to assist you in developing your program:

- Our Director of Companion Animals - Dr. Dan Parmer, (refer to bio) has served on many boards for the American Veterinary Medical Association including the Council on Veterinary Public Health and Regulatory Medicine. A current shelter director and board member, Dr. Parmer's experience encompasses over 30 years in the field of pet care, animal health and sheltering matters.
- Our Director of Shelter Programs and Operations - Michael Burns (refer to bio) has managed shelters on municipal levels for more than 15 years. He is recognized for and lectures upon many areas involving shelter operations including field performance standards, shelter design and legislative matters. He has served on several national panels for topics ranging from dangerous animals to animal control law and has served as a legislative analyst for the Los Angeles City Council.

In addition to these managers, our high level staff from engineering and accounting will be tasked with developing systems and plans designed exclusively for the needs of the Department of Animal Regulation. Some of these plans involve:

- Determining need quantities for transponders, equipment and supplies based upon impound and adoption rates for each shelter.
- Establishing specific types of equipment usage for field/kennel/clerical and veterinary personnel.
- Working with your personnel on plans for optimum scanning of impounded animals.
- Developing "special programs" for microchip usage such as 'chipping clinics' and 'fairs' that can afford greater revenue for the Department with minimal cost.

 **Costs**

AVID has developed four basic "shelter friendly" plans that may be utilized by the Department of Animal Regulation. Each of these plans involves unique options and all are fully cost recoverable and revenue generating. Please understand that these plans may be adjusted to fit into the specific needs and designs of the City of Los Angeles. Also, these City holds the option to change from one plan to another at any time throughout the course of the contract upon adequate notice.

PLAN ONE (FREE MICROCHIPS, FIRST PURCHASE)

The City will receive 50% of its first order of microchips free at the basic price of \$7.50 per chip. This equates to the first order cost of each chip at **\$5.00 per microchip**. *(3.75 EACH)* Additionally, for each registration into PETtractm (AVID's national pet recovery and data base) of an adopted pet a free microchip will be provided to the Department. *+ FREE CHIP* PETtrac's registrations are \$15.00 (individual) and \$40.00 (multiple) for the life of the pet(s).

PLAN TWO (COMBINED MICROCHIP/REGISTRATION)

A combined cost of \$12.00 (microchip and registration).

PLAN THREE (5-15-FREE)

If the City of Los Angeles attains a 50% registration rate into PETtrac, microchip costs will be at \$5.00 each with a free microchip offered for each registration over 50%.

REGISTRATION OF ALL ADOPTED PETS (FREE MICROCHIPS)

If the Department of Animal Regulation registers all adopted pets into AVID's PETtrac national registration system all microchips will be provided without cost!

REFER TO APPENDICES FOR COST/REVENUE SAMPLE

BONUS PROGRAMS OFFERED BY AVID TO THE DEPARTMENT OF ANIMAL REGULATION

FREE MICROCHIPS AND REGISTRATIONS FOR:

1. All working police dogs.
2. All service dogs used for disabilities.
3. All legally declared potentially dangerous animals.
4. All legally declared barking dogs.

SPECIAL SHELTER EVENTS (MICROCHIP FAIRS/CLINICS)

AVID will provide the Department of Animal Regulation with special reduced priced microchip/registration packets (\$9.00 each, up to 500 in quantity) for special events and fund raisers.

SPAY/NEUTER DONATION

For each paid registration from an adopted pet from the Department of Animal Regulation into AVID's PETtrac, AVID will set aside \$1.00 for programs involving pet overpopulation/spaying or neutering of pets. This donation will be paid at each year's end as a commitment of AVID to assisting the City of Los Angeles in it's effort to reduce excess pet populations. Funds to be deposited into any fund designated by the Department.

RESULTS

**PLEASE REFER TO APPENDICES FOR CITY OF LOS ANGELES'
REQUEST FOR PROPOSAL REQUIREMENTS, SECTION "IV. B.
PROPOSAL CONTENTS."**

This proposal is offered by AVID.

H.L. Stoddard, D.V.M.

Hannis L. Stoddard III, D.V.M.
President

3/27/97

Dated

Peter Troesch

Peter Troesch
Vice President

3/27/97

Dated

APPENDICES

- STAFF BIOGRAPHIES**
- COST/REVENUE SAMPLES**
- REQUIRED PROPOSAL CONTENTS (SECTION IV. B. PROPOSAL CONTENTS, CITY OF LOS ANGELES, REQUEST FOR PROPOSALS)**
- REFERENCES**
- PRODUCT SPECIFICATIONS**
- STATEMENT OF NON-COLLUSION**
- STATEMENT OF CORPORATE CAPABILITY**

APPENDIX

BIOGRAPHIES

BIOGRAPHY **HANNIS L. STODDARD III, D.V.M.**

Dr. Stoddard graduated the University of Minnesota where he received his D.V.M., degree in 1974. His practice is in Norco, California where he specializes in avian medicine and surgery and is responsible for the design and advancement of diagnostic and therapeutic protocol and equipment for avian medicine. In 1986, he developed the widely acclaimed A.I.C.U. (Animal Intensive Care Unity) which has been recognized by veterinarians and aviculturists world-wide.

In 1985, Dr. Stoddard formed American Veterinary Identification Devices (AVID), recognizing the need and potential of injectable electronic identification systems for use in animal applications. One such system was in existence at the time, but it had many design failings. With license rights on a patent purchased from International Identification Incorporated (New York) he began to undertake the design and production of a transponder and reader targeted for veterinary and shelter use. After five years of design and development and the awards of several more patents, AVID was ready for the market.

AVID has developed reliable markets in pets, exotics and shelter applications. Many innovations introduced by AVID have been emulated by the competition and have become market standard expectations: Tracking of all numbers, 3cc syringe delivery systems, multi-mode reading systems, pocket sized readers and universal readers are examples of standards set by AVID.

As December 1996, AVID has reunited more than 75,000 pets with their families.

BIOGRAPHY

DAN G. PARMER, D.V.M.

Dr. Parmer is the Director of Companion Animals for AVID. Prior to this he graduated Auburn University taking his degree in veterinary medicine in 1950. Since this time he was on active duty with the United States Air Force where he directed the Public Health, Occupational Medicine, and Facilities Sanitation and Communicable Disease Control Unit.

He has been an active member of the American Veterinary Medical Association serving in such roles as Council on Public Health and Regulatory Veterinary Medicine, and Food Safety Committees. He was the Director of the Disease Outbreak Control Center for Chicago's Health Department and was the Chief Veterinarian and Deputy Executive Director of the Department of Animal Care and Control for the City of Chicago.

He has held many honors and awards ranging from the President of the Academy of Veterinary Practice for the State of Illinois to being decorated by the United States Navy with the Navy Commendation and 9 Battle Stars. He was the first veterinarian in North America to have discovered Bartonella in cattle and was a consultant for the Veterinarian Division of Eli Lilly.

BIOGRAPHY **MICHAEL EDWARD BURNS**

Before joining AVID as its Director of Shelter Programs, Michael Burns established Animal Care Consultants in 1986. He managed several animal care and control centers for the City of Los Angeles since 1984 and has been associated with this field since 1968. Prior to 1984 he served as Legislative Analyst for the Los Angeles City Council where he subsequently was in charge of the City's High-Rise Fire-Safety Program. He consulted for areas involving public safety, budget/finance and animal care and control issues.

His major accomplishments in these areas included innovative legislation that ranged from development of an administrative hearing process for animals (saving millions of dollars) to creation of several programs that merged and enhanced productivity for both the private and public sectors of Los Angeles. Mr. Burns conducted revenue forecasts involving varied types of taxes. He was awarded numerous citations for his accomplishments from the City as well as several civic organizations. He has represented the City of Los Angeles before City, County and State legislative bodies.

He is a national lecturer for topics ranging from ritual animal sacrifice to shelter personnel performance standards. He has been published nationally and has been guest speaker at several national and state symposiums.

Mr. Burns holds a degree in Sociology from California State University, Northridge. This was followed by the graduate school of Sociology and English Literature at the same University. He is a member of several professional organizations.

APPENDIX
COST/REVENUE ANALYSIS SAMPLES
CITY OF LOS ANGELES, DEPARTMENT OF ANIMAL REGULATION
MICROCHIP, REQUEST FOR PROPOSALS

These examples are based upon the first year numbers of 25,000 pit tags (outlined in the Department's RFP) as well as a \$15 fee for implanting adopted pets from shelters.

Plan One (50% additional microchips of first order @ basic price of \$7.50)

<u>L.A. City Cost</u>	<u>Example L.A. City Fee</u>	<u>Revenue, After Costs</u>
\$187,500 for 37,500 Chips	\$15 Implant Fee	\$281,250

PLUS!: A FREE MICROCHIP FOR EACH PETtrac[™] REGISTRATION

Plan Two (Combined Microchip/Registration @ 12.00)

<u>L.A. City Cost</u>	<u>Example L.A. City Fee</u>	<u>Revenue, After Costs</u>
\$300,000 for 25,000 Chips/Registrations	\$15.00 for Implants and Registrations	\$75,000

Plan Three (\$5.00 Per Chip With a 50% PETtrac Registration Rate)

<u>L.A. City Cost</u>	<u>Example L.A. City Fee</u>	<u>Revenue, After Costs</u>
\$125,000 for 25,000 Chips	\$15.00 Implant Fee	\$250,000

PLUS!: A FREE MICROCHIP FOR EACH PETtrac REGISTRATION OVER 50%

APPENDIX
SECTION IV. B. PROPOSAL CONTENTS
CITY OF LOS ANGELES, DEPARTMENT OF ANIMAL REGULATION
PROPOSAL FOR ELECTRONIC ANIMAL IDENTIFICATION SYSTEM

**B.1.EQUIPMENT - COMPLIANCE WITH SECTION II, PARTS A
THROUGH D OF THE RFP.**

AVID agrees to:

- II.A.1. Provide sufficient PIT tags to implant all dogs, cats and other animals adopted from the City Animal Care and Control Centers; for all pets owned by senior citizens, blind persons and hearing impaired persons that qualify for free City animal licenses; and residents of the City who request this service during the term of the contract. Further, AVID agrees to provide, at no charge, all scanners, equipment, and supplies necessary to implement and maintain the Electronic Animal Identification System during the term of the contract and all future contract renewals.
- II.A.2. Provide several different types of scanners including, yet not limited to our Power Tracker Universal Reader, our Pocket Universal Reader, our mini-tracker, and Standard Tracker.
- II.A.3. Provide the equipment for a complete animal identification system using PIT technology.
- II.A.4. Provide a complete system with all components being compatible.
- II.A.5. Ensure that all systems components meet all Federal, State and City requirements, including safety provisions.
- II.A.6. Ensure that all electrical equipment supplied will have met approval by a recognized electrical testing facility.
- II.A.7. Abide by all applicable laws, rules, ordinances, policies, procedures and regulations of the State of California and City of Los Angeles now and hereafter in effect that they relate to the performance of the contract.
- II.A.8. Ensure all licenses, permits and certificates required to operate in the City are in place at time and during the contract.
- II.B.1. Provide PIT tags that are able to detect radio frequency signals transmitted from the PIT tag scanner and that these signals will be readable on the scanner.
- II.B.2. Provide PIT tags with unique Identifiers that are transmitted to the scanner's signal.
- II.B.3. Provide PIT tags that are not encrypted or scrambled unless agreed upon by the City

APPENDIX
SECTION IV. B. PROPOSAL CONTENTS
CITY OF LOS ANGELES, DEPARTMENT OF ANIMAL REGULATION
PROPOSAL FOR ELECTRONIC ANIMAL IDENTIFICATION SYSTEM

II.B.4. Provide PIT tags that have a guaranteed useful life span of twenty years or more after implantation.

II.B.5. Provide PIT tags that have encoded identifiers guaranteed to be unique for the life span of the implanted tag assuming a maximum of 1,000,000 implantations per year by the City.

II.B.6. Provide PIT tags that shall operate with standards over the temperature range of -10 degrees Centigrade + 55 degrees Centigrade (+15 degrees Fahrenheit + 130 degrees Fahrenheit).

II.B.7. Provide PIT tags that are of non-toxic, hermetically sealed in bio-compatible materials and that they are migration resistant and have smooth surfaces permitting dependable and reliable implantation into animals.

II.B.8. Provide PIT tags that are shipped with identification labels that are pressure sensitive with approximate size of 1 inch by 2 5/8 inches and that are pre-printed with PIT tag identifiers and bar code representations of the PIT tag identifiers with code 39 bar code symbology at medium density.

II.B.9. Ship PIT tags in sterile packaging ready for use with the PIT tag injection devices.

II.C.1. Ensure that designated scanners are capable of reading, displaying, storing and processing PIT tag identifier codes and receiving radio frequencies.

II.C.2. Provide scanners capable of detecting the existence of any PIT tag regardless of manufacturer or the PIT tag identifier codes used and they will be capable of reading and displaying the PIT tag identifier.

II.C.3. Provide scanners that have an approximate reading distance of eight inches from the implant location, for designated scanners, regardless of the orientation of the PIT tag.

II.C.4 - 6. Ensure that scanners involve one hand operation; have an error rate of less than one error per one hundred thousand PIT tag reads; with readout response times of less than one second after reading a PIT tag.

II.C.7. Ensure that scanners shall operate at performance standard's over the temperature range of -10 degrees Centigrade+55 degrees Centigrade (+15 degrees Fahrenheit+130 degrees Fahrenheit).

II.C.8. Provide portable scanners powered by rechargeable batteries of the type

APPENDIX
SECTION IV. B. PROPOSAL CONTENTS
CITY OF LOS ANGELES, DEPARTMENT OF ANIMAL REGULATION
PROPOSAL FOR ELECTRONIC ANIMAL IDENTIFICATION SYSTEM

II.C.9. Provide designated scanners with the ability to store up to 1,000 PIT tag Identifiers with the capability to download or transfer PIT tag identifiers to a personal computer through a standard RS-232C connection.

II.C.10-14. Ensure that designated scanners are less than three pounds, easily held for an entire work day; are moisture proof; shatter resistant; with audible indicators when PIT tag is detected; and with automatic shutdowns and/or turn offs when left unattended.

II.D.1-2. Provide PIT tag injection devices utilizing a 12 gauge (or smaller) needle; designed for use by one person during normal operations when implanting PIT tags in domestic dogs, cats and other animals.

SECTION II. F. INFORMATION ACCESSIBILITY REQUIREMENTS.

AVID has in place a computerized database that contains and can incorporate new PIT tag identifiers and all corresponding information related to implanted animals, their owners and veterinarian or organizations that performed the implantation regardless of the PIT tag's manufacturer. AVID maintains a toll free telephone number where a caller may call to obtain the name, address, and telephone number of the pet owner. This database shall be maintained for the term of the contract plus 10 years and is backed up by several veterinary medical associations across the United States. The database includes the names of pet owners who have moved, whose pets have died or have been destroyed and whose pets may be scanned in other jurisdictions.

AVID's database is computerized and includes an automatic method to provide the Department with all available information on all animals implanted which are harbored within the City of Los Angeles in a timely manner, not to exceed 72 hours after initial entry into the database or update.

AVID agrees as to an unrestricted partnership of this database to all information with the City of Los Angeles.

The transfer of information contained in AVID's database may be either transferred electronically or by hard copy to the City of Los Angeles.

SECTION II, PART G.

AVID will produce a video (capable of and suitable for televised broadcast) describing to residents of the City of Los Angeles the benefits of microchipping pets including, surest form of identification; rapid reunification with owner; progressive attitude of the Department for incorporating such a system and the details of the pet recovery system. This video can be released

APPENDIX

SECTION IV. B. PROPOSAL CONTENTS CITY OF LOS ANGELES, DEPARTMENT OF ANIMAL REGULATION PROPOSAL FOR ELECTRONIC ANIMAL IDENTIFICATION SYSTEM

to normal news sources as well as be played in its entirety on the City's Channel 35, public information system.

AVID will prepare (with the City's input) all necessary press releases.

AVID will provide all printed materials, including brochures, displays, banners, handouts, videos for the promotion of an electronic animal identification system. The materials will detail advantages and benefits of this system.

SECTION III, PART A, CONTRACT PERIOD

AVID agrees that the term of the contract shall be three years from the effective date awarded by the City. Further that two additional years are agreed upon if the Department desires the option to renew the contract.

SECTION III, PART B, ESTIMATED QUANTITIES TO BE ACQUIRED

AVID agrees as to the estimated quantities to be provided the City as follows:

	PIT TAGS	SCANNERS
1. First contract year	25,000	40
2. Second contract year	35,000	10
3. Third contract year	40,000	10
4. First optional renewal	50,000	10
5. Second optional renewal	60,000	10

SECTION III, C, FUTURE EQUIPMENT COMPATIBILITY

AVID agrees to provide equipment compatible with future identification systems or equipment offered by AVID or other manufacturer of similar identification systems for the 20 year life of the PIT tags and that the equipment and systems provided will be compatible with future identification equipment and systems.

AVID also agrees to provide new and upgraded equipment for the electronic animal identification system.

APPENDIX
SECTION IV. B. PROPOSAL CONTENTS
CITY OF LOS ANGELES, DEPARTMENT OF ANIMAL REGULATION
PROPOSAL FOR ELECTRONIC ANIMAL IDENTIFICATION SYSTEM

**SECTION III, D THROUGH F, INDEPENDENT CONTRACTOR,
PROPOSALS ARE FIRM OFFERS, TERMINATION FOR
NONPERFORMANCE**

AVID agrees with and accepts the general contracts requirements Section III, Parts D through F.

APPENDIX

REFERENCES

Humane Society of Utah
Gene Baierschmidt, Director
4242 South 300 West
Murray, Utah 84107
801.966.6386

Chicago Community Animal Care and Control
Peter Poholik, Director
2741 South Western Avenue
Chicago, Illinois 60680
312.747.1385

Hennepin Humane Society
Alan Stensrud, Director
845 Meadow Lane, North
Minneapolis, Minnesota 55422
612.522.0611

APPENDIX
PRODUCT SPECIFICATIONS



3179 Hamner Ave.
Norco, CA 91760



AVID IDENTITY TAGS

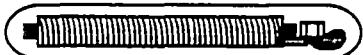
Tel. (909) 371-7505
Fax (909) 737-8967

STATE OF THE ART, PASSIVE IDENTIFICATION

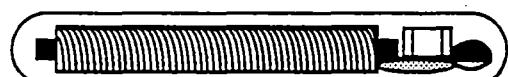
The AVID injectable Identity Tag was engineered to provide a sophisticated yet economical method for permanent, positive and safe identification. It features a custom integrated circuit, coil and capacitor hermetically sealed in biocompatible glass. The ID tag has no batteries to replace or moving parts that wear out offering long term identification. Once within the readers electromagnetic field the ID tag is energized and transmits its data to the AVID Reader in milliseconds.



.45 in. x .08 in. (11.5mm X 2.1mm)
AVID2008



.55 in. x .08 in. (14mm x 2.1mm)
AVID2003



.71 in. x .13 in. (18mm x 3.25mm)
AVID2009

SPECIFICATIONS

• OPERATING TEMPERATURE:	4° to 176° F (-20° to 80° C)
• WEIGHT:	AVID2008 - .0021 oz. (.06 grams) AVID2003 - .0028 oz. (.08 grams) AVID2009 - .0088 oz. (.25 grams)
• DATA BITS:	96 bits including check bits
• ERROR RATE:	Less than 1 in 110 Billion
• UNIQUE ID CODES:	700 Trillion combinations, non-reprogrammable.
• ENCODING:	AVID proprietary encryption
• OPERATING FREQUENCY:	125 KHz
• I.P. RATING:	Submersible
• EMC:	Programmed code is not affected by normal electromagnetic interference or x-rays
• POWER REQUIREMENTS:	Passive (no batteries, reader activated)
• TRANSMIT TIME:	Less than 39 milliseconds for complete ID code
• MEMORY TECHNOLOGY:	EEPROM with fuse lock/ Laser PROM
• HOUSING:	Hermetically sealed in biocompatible glass
• ANTI-MIGRATORY COATING:	Parylene
• LIFE EXPECTANCY:	75 years

READ RANGE

		AVID READERS		
		POWER TRACKER II AVID1003	STANDARD READER AVID1001	*POCKET READER AVID1002
ID TAGS	AVID2008	6.0 in. (15cm)	4.125 in. (10cm)	2.6 in. (7cm)
	AVID2003	7.25 in. (18cm)	4.75 in. (12cm)	3.0 in. (8cm)
	AVID2009	10.25 in. (26cm)	6.625 in. (17cm)	4.1 in. (10cm)

* Size of microchip not to scale

* New product release, to be announced

* Reading distances measured at optimum orientation, with 95% probability of read within 1.0 seconds

AVID holds U.S. Patent Numbers 4,333,072 - 321,069 - 318,658 - 5,214,409 - 5,235,326 - 5,257,011 and 5,266,926



POWER TRACKER III

WORLDS ONLY WATER RESISTANT MULTI TAG RF/ID READER WITH 256K ON BOARD MEMORY STORAGE

NEW POWER TRACKER III

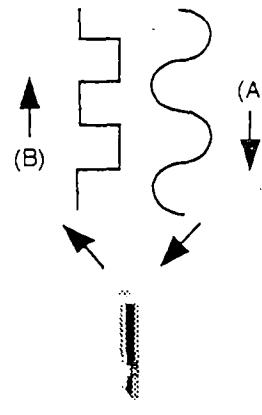
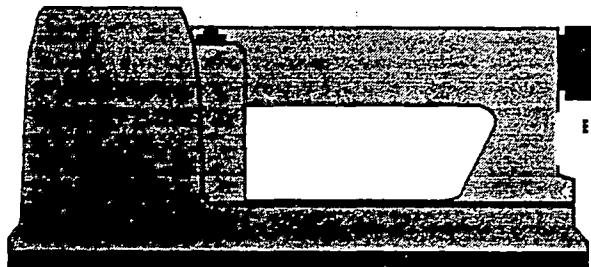
AVID introduces the Power TracKer III reader.... first in water resistance with 256k on board memory. This powerful multi tag reader is submersible with enhanced reading capabilities. The Power TracKer III reader is capable of reading all major brand microchips (ID tags) and storing up to 3000 ID tag codes with time & date stamp. The on board memory consists of 256k of non-volatile RAM with a 10 year battery backup. It also features upload/download capabilities with many widely used WINDOWS based programs. The Power TracKer III features the look of the Power TracKer II, but with additional membrane controls for memory functions.

The non-hazardous 125KHz frequency the Power TracKer III emits, energizes ID tags within its electromagnetic field. Once energized, the ID code is displayed on the readers Liquid Crystal Display (LCD). The reader sounds two beep tones, and a green LED flashes to signal that an ID tag has been read. Four beep tones sound every three minutes to warn the user the unit has been left ON and is not in use.

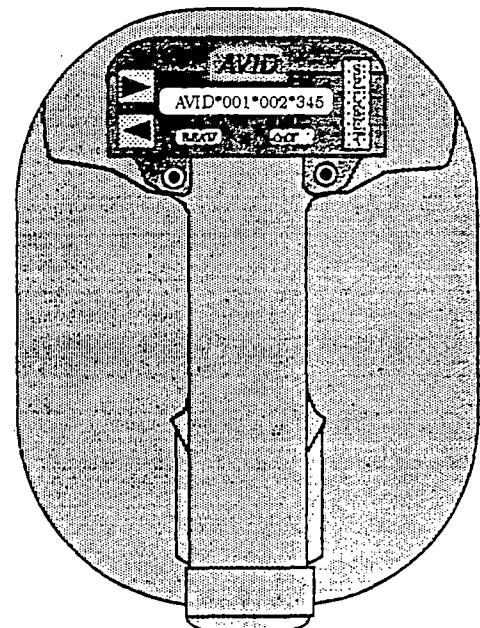
Standard power is provided by one nicad rechargeable battery, optional power is available through an AC 110 volt external power supply.

SPECIFICATIONS

• OPERATING FREQUENCY	125 KHz
• TEMPERATURE RANGE:	Operating- 32° to 122° F (2° to +50° C) Storage 4° to 158° F (-17° to +70° C) (optional low temp. LCD for below 0° conditions)
• POWER REQUIREMENTS:	One nicad rechargeable battery and AC 110volt external power supply
• DISPLAY:	16 character Liquid Crystal Display
• MEMORY:	256k non-volatile RAM w/ 10 year battery 3000 ID number capacity
• INDICATORS:	Audio beep / Visual LCD / Visual LED
• I.P. RATING:	Submersible
• TAG COMPATIBILITY:	Compatible with popular WINDOWS programs and reads all major brand microchips
• DIMENSION:	8.2" L(21cm) x 6.0" W(15cm) x 3.5" H(9cm)
• WEIGHT:	1.4 lbs. (680 grams)
• TYPICAL READ DISTANCE:	AVID2023 12mm 6.0" (15cm) AVID2003 14mm 7.25" (18cm) AVID2013 18mm 10.25" (26cm)
• BATTERY CAPACITY	3000 reads per charge
• OPTIONAL ACCESSORIES:	Rechargeable nicad battery, AC power adapter, interface cable, battery charger, 12 vdt automotive charger adapter



Electromagnetic energy (A) from the reader provides power to the ID tag when it comes within the readers field. The ID tag then sends a stream of coded data (B) back to the reader which is decoded and displayed on the LCD. This process is completed in less than 40 milliseconds.



RS-232 Interface Specifications

Baud Rate	9600
Transmit	8 bits
Parity	none
^top bits	1 or 2



STANDARD READER

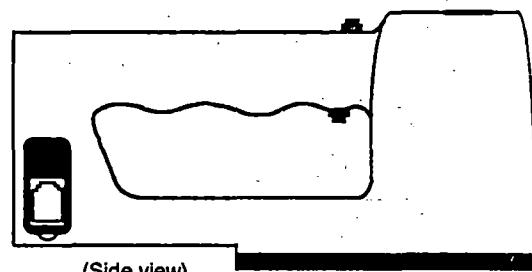
MOST PORTABLE AND ERGONOMIC

The **AVID** Standard Reader is a lightweight durable handheld multi tag reader that is capable of reading **AVID** and a variety of other manufacturers electronic microchip (chip). The reader generates a non-hazardous 125KHz radio frequency. Compatible chips are energized within the readers electromagnetic field. The chip transmits its encoded data to the reader to be decoded and stored on its 16 character Liquid Crystal Display (LCD). The unique ID code can then be downloaded, via RS-232 interface, to the **AVID** Psion Data Logger or IBM/compatible PC. The microprocessor based **AVID** reader incorporates advanced surface-mount component technology. The Standard Reader emits two beep tones to signal that a compatible chip has been read. Four beep tones sound every three minutes to warn the user the unit has been left in the ON mode and is not in use. Optional TSR software provides an automatic interface between the reader and PC-DOS based programs or PC compatible computers. Reader chip data is made available through the standard input keyboard buffer area. Standard power is provided by one 9 volt alkaline battery.

SPECIFICATIONS

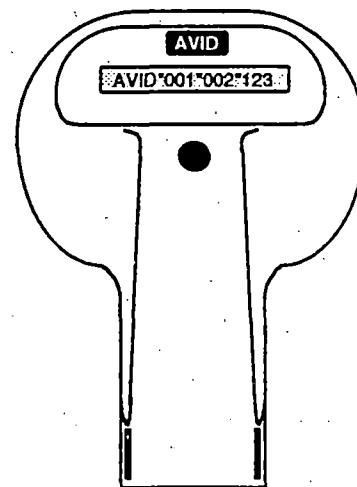
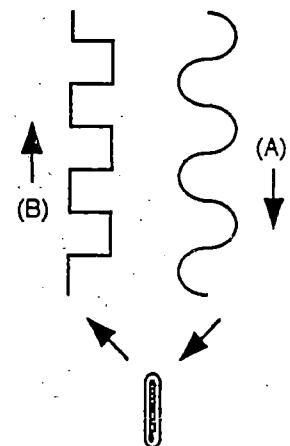
- **OPERATING FREQUENCY:** 125 KHz
- **TEMPERATURE RANGE:** Operating- 32° to 122° F (0° to +50° C)
Storage- 4° to 158° F (-20° to +70° C)
(optional low temp LCD for below 0° conditions)
- **POWER REQUIREMENTS:** 9 volt alkaline battery
- **DISPLAY:** 16 Character Liquid Crystal Display
- **INDICATORS:** Audio beep / Visual LCD
- **TAG COMPATIBILITY:** Reads all the following microchips: **AVID**, **INFOPET#1**, **ANICARE LIFE CHIP**, **ANITECH**, **IDI/Destron 400KHz**, **IDI/Destron 125KHz**, **BIOSONIC**, **Schering-Plough**
- **DIMENSION:** 7.5" L(19cm) x 5.4" W(14cm) x 3.7" H(9cm)
- **WEIGHT:** 1.0 lbs. (500 grams)
- **TYPICAL READ DISTANCE:**

AVID203	12mm	4.125" (10cm)
AVID203	14mm	4.75" (12cm)
AVID203	18mm	6.625" (17cm)
- **BATTERY CAPACITY:** Exceeds 6000 reads per battery
- **OPTIONAL ACCESSORIES:** RS-232 computer interface cable, 110 volt connector
- **FCC APPROVED:** Part 15 subpart C FCC ID: IOL1-125-1-1



(Side view)

Electromagnetic energy (A) from the reader provides power to the ID tag when it comes within the readers field. The ID tag then sends a stream of coded data (B) back to the reader which is decoded and crisply displayed on the LCD. This process is completed in less than 40 milliseconds.



(Top view)

RS-232 Interface Specifications

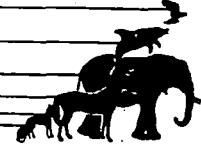
Baud rate	2400 baud only
Transmit bits	8
Parity	none
Stop bits	1 or 2

AVID

3179 Hamner Ave.
Norco, CA 91760

AVID POCKET READER™

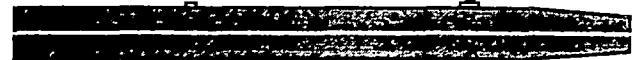
Tel. (909) 371-7505
Fax (909) 737-8967



SMALLEST MOST ECONOMICAL READER AVAILABLE

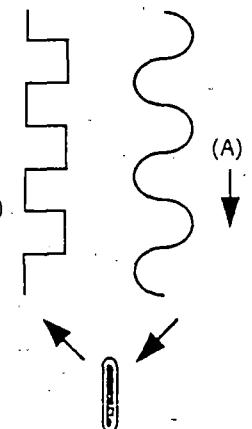
American engineering has created the smallest and most sophisticated handheld reader available. The AVID Pocket Reader is designed for convenience and performance, providing the user with the ideal solution when portability and cost is important. The AVID Pocket Reader is small enough to carry in your pocket yet capable of reading all AVID identity tags (ID tags) as well as a variety of other manufacturers ID tags. The reader generates 125KHz radio frequency. Compatible ID tags are energized within the readers electromagnetic field. The ID tag transmits its encoded data to the reader to be decoded and stored on its 16 character Liquid Crystal Display (LCD). The microprocessor based AVID reader incorporates advanced surface-mount component technology. The Pocket Reader emits two beep tones to signal that a compatible ID tag has been read. Four beep tones sound every three minutes to warn the user the unit has been left in the ON mode and is not in use. Standard power is provided by one 9 volt alkaline battery. Optional features include an RS-232 interface to download the ID code to an AVID Psion Data Logger or IBM/compatible PC, TSR software which provides an automatic interface between the reader and PC-DOS based programs or PC compatible computers. Reader ID tag data is made available through the standard input keyboard buffer area.

AVID1002



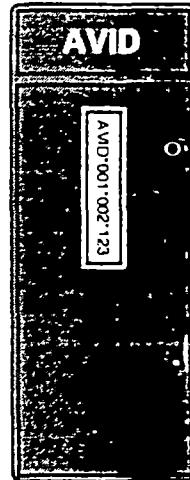
(Side view)

Electromagnetic energy (A) from the reader provides power to the ID tag when it comes within the readers field. The ID tag then sends a stream of coded data (B) back to the reader which is decoded and crisply displayed on the LCD. This process is completed in less than 40 milliseconds



SPECIFICATIONS

- OPERATING FREQUENCY: 125 KHz
- TEMPERATURE RANGE: Operating- 32° to 122° F (0° to +50° C)
Storage- 4° to 158° F (-20° to +70° C)
- POWER REQUIREMENTS: 9 volt alkaline battery operated
- DISPLAY: 16 Character Liquid Crystal Display
- INDICATORS: Audio beep / Visual LCD
- TAG COMPATIBILITY: Reads compatible identity tags and all tags manufactured by AVID
- DIMENSION: 2.4"W(6cm) x 6.9"L(18cm) x .86"H(2cm)
- WEIGHT: .69 lbs. (345 grams)
- TYPICAL READ DISTANCE: AVID2008 Small 2.6" (7cm)
AVID2003 Medium 3.0" (8cm)
AVID2009 Large 4.1" (10cm)
- BATTERY CAPACITY: Exceeds 6000 reads
- OPTIONAL ACCESSORIES: RS-232 computer interface cable and TSR software kit
- FCC APPROVED: FCC ID: IOL-125-AV1002



(top view)

RS-232 INTERFACE SPECIFICATIONS

Baud rate	2400 baud only
Transmit bits	8
parity	none
Stop bits	1 or 2

* New product release, to be announced

* Reading distance varies depending upon orientation and size of ID tag

AVID Holds U.S. Patent Numbers 4,333,072 - 321,069 - 318,658 - 5,214,409 - 5,235,326 - 5,257,011 and 5,266,926

AVID

3179 Hamner Ave.
N. Co., CA 91760

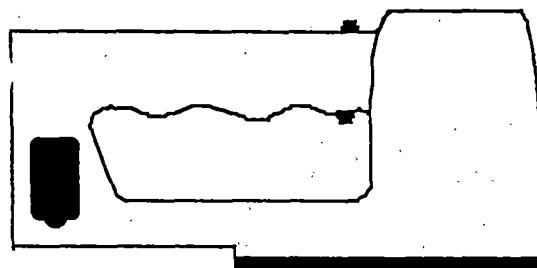


READING & MONITORING SYSTEM

Tel (909) 371-7505
Fax (909) 737-8967

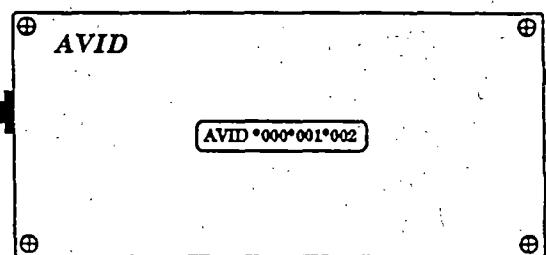
AVID reading & monitoring systems are engineered to provide useful information connected with positive identification. Uniquely designed to fit many animate and inanimate applications, and are available in a variety of configurations. **AVID** stationary reading & monitoring systems operate in many diverse environments. Options will include water resistant control box, internal 256k memory with number mapping features, Liquid Crystal Display (LCD) and five coil designs.

AVID systems are powered by optional AC or DC current. They feature upload/download capabilities with PC and Macintosh systems. Emulation software packages are available for interface features with MS DOS and WINDOWS programs. This also allows you to control the reading & monitoring system with your computer and monitor its outputs remotely. Activity can be monitored 24 hours with **AVID** / computer linkage.

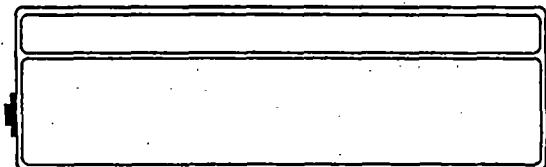


SPECIFICATIONS

- Frequency: 125 KHz
- Temperature: Operating- 0° to 180° F (-18° to +55° C)
- Power: Optional AC 110volt internal power supply or DC internal rechargeable power supply
- Display: 16 character Liquid Crystal Display
- Indicators: Audio beep / Visual LCD
- I.P. Rating: Moisture & water resistant -Submersible
- Tag compatibility: Custom coding available
- Dimension: 9.5" L(24cm) x 4.0" W(10cm) x 4.75" H(12cm)
- Transfer protocol: 9600 baud rate



Water Resistant Control Box

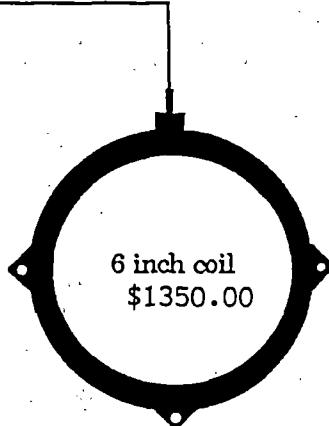
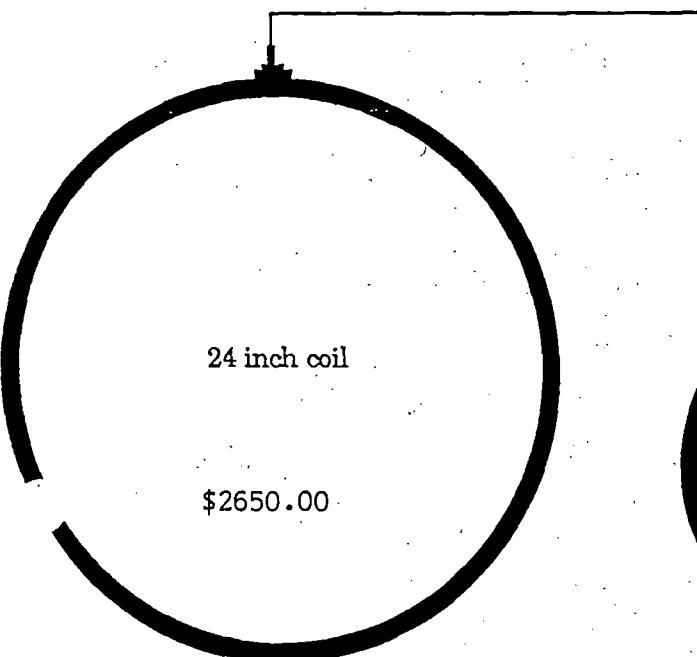


Pen Probe

12" Probe - \$1250.00

Water resistant Probe

30" Probe - \$1350.00





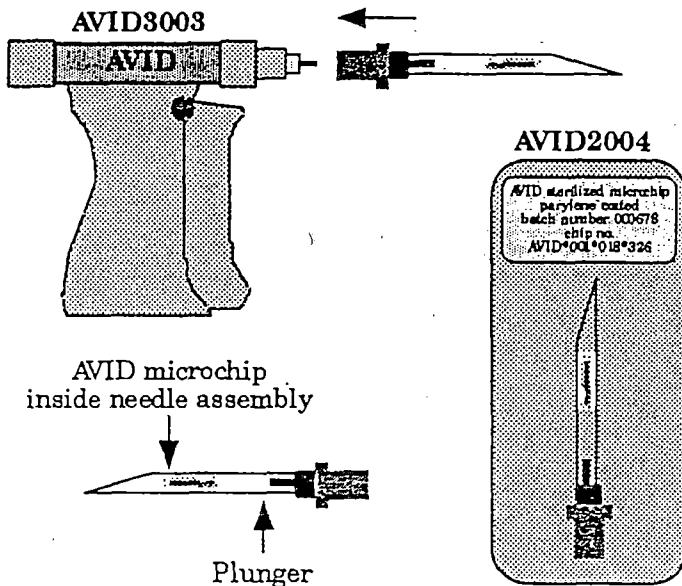
AVID STERILIZED DELIVERY SYSTEM

DISPOSABLE NEEDLE SYSTEM (DNA)

The **AVID DISPOSABLE NEEDLE SYSTEM (DNA)** is a single use, sterilized, disposable needle assembly system. Simply remove the needle assembly from tyvack pack, install needle on AVID3003 injector and remove sheath. After injection install sheath over needle, remove assembly from injector and discard in Sharp's container.

The AVID2004 DNA needle assembly is designed for use with the AVID3003 only.

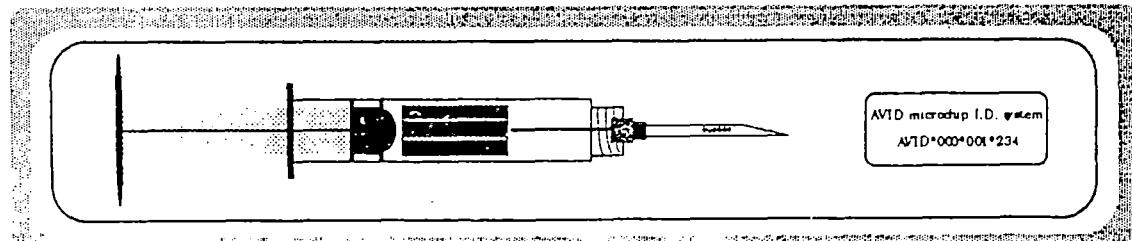
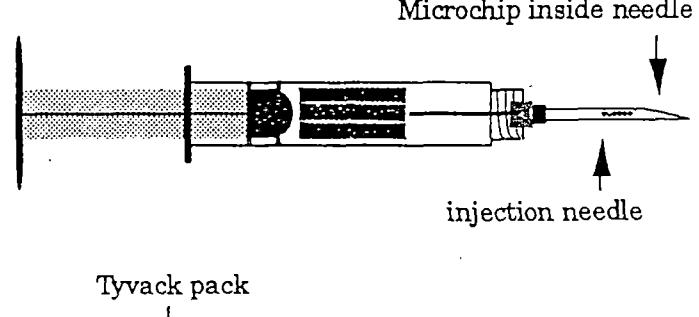
The AVID3003 is designed for unlimited use and is made of a high impact plastic.



AVID2002 SUDS

(Single Use Disposable Syringe)

The AVID SUDS is a disposable Single Use Sterilized Syringe. The sterile AVID Chip is held in position at the bevel of the needle and will not slip out of the needle until plunger is depressed. The AVID SUDS system is ideal for field and clinical use. The microchip I.D. number is printed on a peel and stick label and placed in the pack for recording convenience.



AVID

3179 Hamner Ave.
Norco, CA 91760

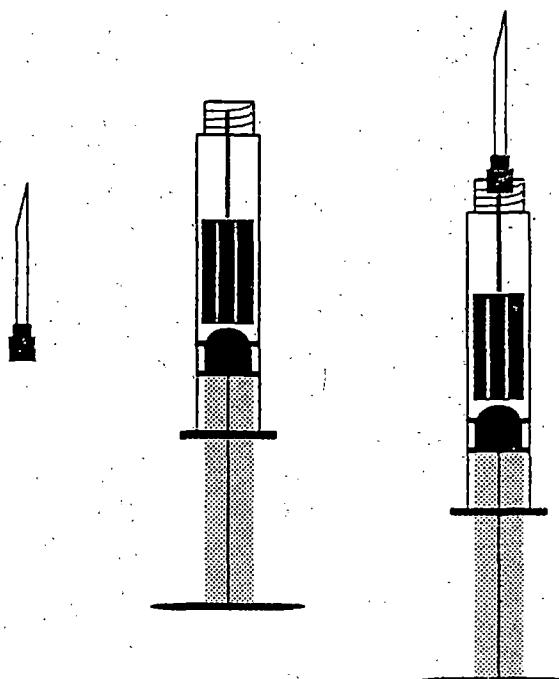


AVID INJECTOR & MUSICC DISPENSER

AVID3001

Injector with needle

The **AVID** injector is a Monoject® syringe with removable needle assembly. Designed for subcutaneous and intramuscular injections of the **AVID** microchip into various animals, reptile and fish. The needle assembly may be reused for more than one microchip injection. The injector is also designed to work with the Multi Use Sterilizable Integrated Chip Carrier (MUSICC) storage container. For best results, it is recommended that 70% isopropyl alcohol be used when cold sterilization is performed.

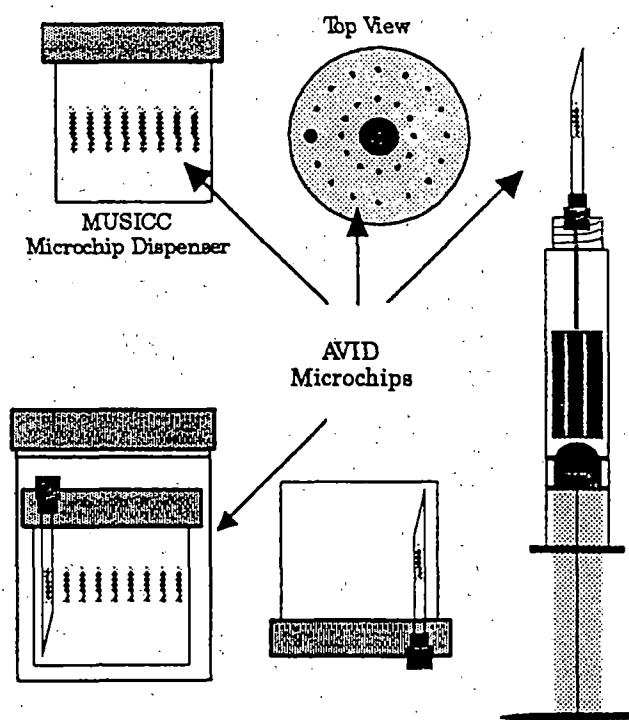


AVID2003

MUSICC

(Multi Use Sterilizable Integrated Chip Carrier)

The **AVID** Microchip dispenser (MUSICC) holds 25 **AVID** microchips. The microchip dispenser is economically designed for portability and convenience. The 25 **AVID** microchips, in microchip dispenser, are packaged and sealed in a plastic vial. The microchip dispenser can be stored in the vial, and submersed in accepted cold sterilization solution. By rotating the top of the dispenser (see top view), the microchip can be removed through one of two openings in the top of the dispenser. The microchip is removed with the AVID3001 injector. The injector needle can be stored in the microchip dispenser with recommended cold sterile solution.



APPENDIX
STATEMENT OF NON-COLLUSION

This proposal is genuine, and not named in the interest or on behalf of any person not named herein. The proposer has not directly or indirectly induced or solicited any person to submit a false or sham proposal or to refrain from proposing. The proposer has not in any manner sought by collusion to secure an advantage over any other proposer.

APPENDIX **STATEMENT OF CORPORATE CAPABILITY**

Contract Performance

We have successfully delivered on a one million unit contract for delivery of glass encapsulated transponders at a rate of 100,000 units per month for a European customer; an automotive immobilization system.

Factory Capacity

Scaling plans using our current facility allows for up to three times increase in production with a three month lead time.

Engineering

We have a continuing in-house research and development budget supporting the design and development of our **own** transponders and reader systems, not dependent upon other companies for supply of same; we continue to make new patent filings.

Governmental Operations

We have performed government contracts, won after competitive product evaluations, for Hong Kong, United Kingdom Ministry of Defense, the United States Navy, the United States Immigration and Naturalization Service, the National Institutes of Health and Centers for Disease Control in addition to hundreds of animal sheltering contracts.

Financial

Following company incorporation in 1985, growth over the last five years has been at over 100% per yearly rate. In this period of time, every quarter has shown profit.



FAX COVER SHEET

TO: REMON SOTO

NUMBER: C80 **No. of Pages:** +

SUBJECT: "DRAFT" of ADOPTION FEE CHART

FROM: Jack Nylund, Department of Animal Regulation
419 S. Spring St., Los Angeles, CA 90013, Rm 1400
Telephone (213) 893-8403 FAX (213) 893-8406

Comments: I AM NOT SURE IF THE
MICROWAVE FEE WILL BE TERRIBLE OR
NOT

DEPARTMENT OF ANIMAL REGULATION
COST FOR SALE OF DOGS

Aug-97

TYPE OF ANIMAL ADOPTED	POUND FEE	CARE & FEED	VET FEES	SALE ADVERT	CHIP FEE	SALES TAX	STERIL DEPOSIT	SALES TOTAL	LICENSE FEE	TOTAL CHARGE
STRAY- OVER 4 MOS OLD - STERILIZED	\$5.00	\$3.00	\$20.00	\$5.00	\$15.00	\$3.96		\$51.96	\$10.00	\$61.96
STRAY- OVER 4 MOS OLD - NOT STERILIZED	\$5.00	\$3.00	\$20.00	\$5.00	\$15.00	\$3.96	\$28.00	\$79.96	\$10.00	\$89.96
STRAY- UNDER 4 MOS OLD - STERILIZED	\$5.00	\$3.00	\$16.00	\$5.00	\$15.00	\$3.63		\$47.63	\$10.00	\$57.63
STRAY- UNDER 4 MOS OLD - NOT STERILIZED	\$5.00	\$3.00	\$16.00	\$5.00	\$15.00	\$3.63	\$28.00	\$75.63	\$10.00	\$85.63
OWNED - OVER 4 MOS OLD - STERILIZED	\$5.00	\$3.00	\$20.00		\$15.00	\$3.55		\$46.55	\$10.00	\$56.55
OWNED - OVER 4 MOS OLD - NOT STERILIZED	\$5.00	\$3.00	\$20.00		\$15.00	\$3.55	\$28.00	\$74.55	\$10.00	\$84.55
OWNED - UNDER 4 MOS OLD - STERILIZED	\$5.00	\$3.00	\$16.00		\$15.00	\$3.22		\$42.22	\$10.00	\$52.22
OWNED - UNDER 4 MOS OLD - NOT STERILIZED	\$5.00	\$3.00	\$16.00		\$15.00	\$3.22	\$28.00	\$70.22	\$10.00	\$80.22

COST FOR SALE OF CATS

TYPE OF ANIMAL ADOPTED	POUND FEE	CARE & FEED	VET FEES	SALE ADVERT	CHIP FEE	SALES TAX	STERIL DEPOSIT	SALES TOTAL	LICENSE FEE	TOTAL CHARGE
STRAY- OVER 4 MOS OLD - STERILIZED	\$5.00	\$3.00	\$8.00	\$5.00	\$15.00	\$2.97		\$38.97	\$0.00	\$38.97
STRAY- OVER 4 MOS OLD - NOT STERILIZED	\$5.00	\$3.00	\$8.00	\$5.00	\$15.00	\$2.97	\$28.00	\$66.97	\$0.00	\$66.97
STRAY- UNDER 4 MOS OLD - STERILIZED	\$5.00	\$3.00	\$8.00	\$5.00	\$15.00	\$2.97		\$38.97	\$0.00	\$38.97
STRAY- UNDER 4 MOS OLD - NOT STERILIZED	\$5.00	\$3.00	\$8.00	\$5.00	\$15.00	\$2.97	\$28.00	\$66.97	\$0.00	\$66.97
OWNED - OVER 4 MOS OLD - STERILIZED	\$5.00	\$3.00	\$8.00		\$15.00	\$2.56		\$33.56	\$0.00	\$33.56
OWNED - OVER 4 MOS OLD - NOT STERILIZED	\$5.00	\$3.00	\$8.00		\$15.00	\$2.56	\$28.00	\$61.56	\$0.00	\$61.56
OWNED - UNDER 4 MOS OLD - STERILIZED	\$5.00	\$3.00	\$8.00		\$15.00	\$2.56		\$33.56	\$0.00	\$33.56
OWNED - UNDER 4 MOS OLD - NOT STERILIZED	\$5.00	\$3.00	\$8.00		\$15.00	\$2.56	\$28.00	\$61.56	\$0.00	\$61.56

APR. 12, 1997 2:03PM

CITY OF LA

NO. 060 P.2/2

**DEPARTMENT OF ANIMAL REGULATION
COST FOR SALE OF DOGS**

Aug-97

TYPE OF ANIMAL ADOPTED	POUND FEE	CARE & FEED	VET FEES	SALE ADVERT	CHIP FEE	SALES TAX	STERIL DEPOSIT	SALES TOTAL	LICENSE FEE	TOTAL CHARGE
STRAY- OVER 4 MOS OLD - STERILIZED	\$5.00	\$3.00	\$20.00	\$5.00	\$15.00	\$3.96		\$51.96	\$10.00	\$61.96
STRAY- OVER 4 MOS OLD - NOT STERILIZED	\$5.00	\$3.00	\$20.00	\$5.00	\$15.00	\$3.96	\$28.00	\$79.96	\$10.00	\$89.96
STRAY- UNDER 4 MOS OLD - STERILIZED	\$5.00	\$3.00	\$16.00	\$5.00	\$15.00	\$3.63		\$47.63	\$10.00	\$57.63
STRAY- UNDER 4 MOS OLD - NOT STERILIZED	\$5.00	\$3.00	\$16.00	\$5.00	\$15.00	\$3.63	\$28.00	\$75.63	\$10.00	\$85.63
OWNED - OVER 4 MOS OLD - STERILIZED	\$5.00	\$3.00	\$20.00		\$15.00	\$3.55		\$46.55	\$10.00	\$56.55
OWNED - OVER 4 MOS OLD - NOT STERILIZED	\$5.00	\$3.00	\$20.00		\$15.00	\$3.55	\$28.00	\$74.55	\$10.00	\$84.55
OWNED - UNDER 4 MOS OLD - STERILIZED	\$5.00	\$3.00	\$16.00		\$15.00	\$3.22		\$42.22	\$10.00	\$52.22
OWNED - UNDER 4 MOS OLD - NOT STERILIZED	\$5.00	\$3.00	\$16.00		\$15.00	\$3.22	\$28.00	\$70.22	\$10.00	\$80.22

COST FOR SALE OF CATS

TYPE OF ANIMAL ADOPTED	POUND FEE	CARE & FEED	VET FEES	SALE ADVERT	CHIP FEE	SALES TAX	STERIL DEPOSIT	SALES TOTAL	LICENSE FEE	TOTAL CHARGE
STRAY- OVER 4 MOS OLD - STERILIZED	\$5.00	\$3.00	\$8.00	\$5.00	\$15.00	\$2.97		\$38.97	\$0.00	\$38.97
STRAY- OVER 4 MOS OLD - NOT STERILIZED	\$5.00	\$3.00	\$8.00	\$5.00	\$15.00	\$2.97	\$28.00	\$66.97	\$0.00	\$66.97
STRAY- UNDER 4 MOS OLD - STERILIZED	\$5.00	\$3.00	\$8.00	\$5.00	\$15.00	\$2.97		\$38.97	\$0.00	\$38.97
STRAY- UNDER 4 MOS OLD - NOT STERILIZED	\$5.00	\$3.00	\$8.00	\$5.00	\$15.00	\$2.97	\$28.00	\$66.97	\$0.00	\$66.97
OWNED - OVER 4 MOS OLD - STERILIZED	\$5.00	\$3.00	\$8.00		\$15.00	\$2.56		\$33.56	\$0.00	\$33.56
OWNED - OVER 4 MOS OLD - NOT STERILIZED	\$5.00	\$3.00	\$8.00		\$15.00	\$2.56	\$28.00	\$61.56	\$0.00	\$61.56
OWNED - UNDER 4 MOS OLD - STERILIZED	\$5.00	\$3.00	\$8.00		\$15.00	\$2.56		\$33.56	\$0.00	\$33.56
OWNED - UNDER 4 MOS OLD - NOT STERILIZED	\$5.00	\$3.00	\$8.00		\$15.00	\$2.56	\$28.00	\$61.56	\$0.00	\$61.56