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

DANA H. BROWN
ASSISTANT GENERAL MANAGER

DR. JEREMY PRUPAS
CHIEF VETERINARIAN

November 14, 2015

Honorable City Council
c/o Office of the City Clerk
200 North Spring Street
Room 360, City Hall
Los Angeles, CA 90012

**RE: REQUEST CITY COUNCIL APPROVAL TO EXECUTE AGREEMENT WITH THE
LUCY PET FOUNDATION FOR A MOBILE SPAY/NEUTER CLINIC**

BACKGROUND

On March 13, 2015 the Department issued a Request for Proposals (RFP) seeking contractors to operate mobile spay/neuter clinics. Two proposals were received, one from The Lucy Pet Foundation, (and one from The Amanda Foundation). The Lucy Pet Foundation (Lucy) submitted a proposal to provide additional services by increasing its staff level and staff hours and expand the level of its current operations. The Department requests authority to execute contracts with both. This is a request to execute an agreement with Lucy.

On September 14, 2015, the Board of Animal Services Commissioners authorized the Department to negotiate and enter into an agreement with The Lucy Pet Foundation to provide mobile van spay/neuter services; to submit the approved contracts to the Mayor and City Council for approval; and to make other arrangements as necessary to initiate these services, report the status back to the Board of Animal Services Commissioners; and, to notify the City Administrative Officer (CAO) that these two agreements have been executed, and request that the CAO adjust the temporary reduction in funds transferred to the Animal Sterilization Fund (ASF) as necessary to carry out terms of these two agreements to ensure services are provided without interruption for the terms of each of these agreements.

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In the opinion of the City Attorney's Office, both proposals could be considered by the Board of Animal Services Commissioners (Commission) and, if warranted, agreements could be separately executed with each proposer, and the maximum for each agreement could be set at \$500,000 per year. The Commission approved both agreements because spay/neuter is proven to be effective in reducing intake at our shelters; and reducing the number of strays, injured and abused animals. The City has a long history of investing in spay/neuter surgeries and benefitting from lower shelter operating costs that result. Mobile vans are especially effective because they provide service directly in the neighborhoods with high rates of strays, injured and abused animals, and high shelter intake. The RFP review panel found both vendors to be well qualified. Each has developed effective local education and public information programs.

AGREEMENT SUMMARY

Lucy does not have a current contract with the City. Lucy's owners and senior veterinarians have 20 years of relevant experience operating vet clinics and performing spay/neuter surgeries. Beginning in 2013 Lucy purchased two vans and began providing mobile spay/neuter surgeries. In the past 17 months Lucy has completed over 5,000 mobile surgeries in the Los Angeles area. Lucy seeks to expand this service.

The Lucy Pet Foundation, Inc. is a non-profit 501(c)(3) animal care organization with experienced staff, including veterinarians, that operates a mobile van. Their mission is to reduce animal shelter intake by providing: (1) Mobile vaccination and microchip clinics, (2) High-quality, low-cost spay and neuter services to underserved communities; and, (3) Daily vaccination clinics with permanent facilities in Van Nuys.

The Department believes Lucy's experience, qualifications, fee plan, and level of services will bring much-needed benefits to the City, the Department and the public, and therefore recommends that Lucy be awarded this agreement.

City Council approval is requested enabling Lucy to begin providing mobile spay/neuter services on or before December 12, 2015. Expedited review is requested.

RECOMMENDATION

That the City Council, subject to approval of the Mayor:

1. APPROVE the attached Agreement with The Lucy Pet Foundation, approved as to form by the City Attorney; and
2. AUTHORIZE the General Manager to sign and execute the Agreement

FISCAL IMPACT

There is no cost to the City for this agreement.

Sincerely,



BRENDA F. BARNETTE
General Manager

Attachments

cc: David Zaft, President, Board of Animal Services Commissioners
Ryan Carpio, Office of the Mayor
Mandy Morales, Office of the Mayor
Dov Lesel, Assistant City Attorney
File



City of Los Angeles Department of Animal Services

PERSONAL SERVICES AGREEMENT

WITH THE LUCY PET FOUNDATION

**For the Operation of a Mobile Spay/Neuter Clinic to
Provide Free Spay/Neuter Services throughout Los Angeles**

City Agreement Number: _____

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AGREEMENT BETWEEN THE CITY OF LOS ANGELES
AND
THE LUCY PET FOUNDATION, INC.
FOR THE OPERATION OF A MOBILE SPAY/NEUTER CLINIC

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is entered into as of _____, 20__ and effective the date the Office of the City Clerk attests this Agreement ("Execution Date") between the City of Los Angeles ("City"), a municipal corporation, acting by and through the Department of Animal Services ("Department"); and The Lucy Pet Foundation Inc., a 501 (c) 3 non-profit organization incorporated under the laws of the State of California ("Contractor"), and authorized to do business in the State of California, with regard to the following:

WHEREAS, the City of Los Angeles has found that subsidizing a mobile spay/neuter clinic is a feasible and necessary method of making spay/neuter services accessible to low-income areas of Los Angeles, where the number of intact animals tends to be higher and where there tend to be fewer stationary spay/neuter clinics; and

WHEREAS, the Department has funded this service for years under previous contracts; and

WHEREAS, the Department released a Request for Proposals ("RFP") on March 11, 2015, to enter into an agreement, Contractor submitted a proposal in response to the RFP, met the requirements, and was awarded this Agreement by the Animal Services Board of Commissioners ("Board") on September 8, 2015, according to the terms of the RFP; and

WHEREAS, the Contractor will provide free spay/neuter surgeries for dogs and cats owned by low-income residents in Los Angeles; and

WHEREAS, Contractor shall provide no services, spay/neuter surgeries, or veterinary care of any kind under this Agreement related to feral cats and trap-neuter-return (TNR) in violation of the January 5, 2010 Permanent Injunction in The Urban Wildlands Group, et al. v. City of Los Angeles, et al., Los Angeles Superior Court Action No. BS115483, as modified by the March 10, 2010 Stipulated Order Modifying Injunction (collectively the "Injunction") and until such time, if any, that the Injunction is lifted, will comply with and provide no services in violation of the Injunction; and

WHEREAS, the Department will subsidize said surgeries according to the terms of this Agreement, and according to the prices for spay/neuter surgeries incorporated herein.

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

Section I. Representatives of the Parties and Service of Notice

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

1. The representative of the City shall be the General Manager of the Department, or the representative authorized by the General Manager, as follows:

General Manager, Department of Animal Services
221 North Figueroa St., Suite 600

Los Angeles, California 90012
Phone: (213) 482-9558
Fax: (213) 482-9511

2. The representative of the Contractor shall be:

Joey Herrick, President
The Lucy Pet Foundation, Inc.
919 Lawrence Drive
Thousand Oaks, California 91320

- B. Formal notices, demands, and communications required hereunder by any party shall be made in writing and communicated by U.S. mail, fax, or email.
- C. If the name of the person designated to receive the notices, demands, or communications, or the address of such person is changed, written notice shall be given to the other parties within five (5) business days of said change.

Section II. Term

Unless terminated earlier pursuant to this Agreement or pursuant to termination provisions within the attached exhibits incorporated herein, the term of this Agreement shall be for two (2) years with three (3) one year renewal options, beginning on the date written above, and continuing through _____, 2017, and may be subsequently renewed for up to three (3) additional years. The City intends to exercise the renewal option(s) on the condition that the Contractor's performance reasonably meets the expectations stipulated in this Agreement. The City will not decline to exercise the renewal option arbitrarily and/or capriciously.

Section III. Allocation – Maximum Amount of Payment

The Department shall allocate a maximum of \$500,000 per each Agreement year of this Agreement, for up to five years, for the purpose of compensating Contractor for services provided. (See Section C.1., "Fees for Spay/Neuter Surgeries" for additional terms.) This allocation shall not mean that the City is obligated or required to provide the total maximum amount of \$500,000 or any set amount in any Agreement year, or for the full term of this Agreement but is subject to the availability of funds in the Animal Sterilization Fund of the City of Los Angeles. Each allocation will be determined by the Department in accordance with the Contractor's demonstrated capacity to provide mobile spay/neuter services and is subject to availability of funding. The Department expects the Contractor to sterilize a minimum of 6,000 dogs and cats per year, once full service is reached.

Section IV. Standard Provisions for City Contracts

Contractor shall comply with all provisions of the City of Los Angeles' Standard Provisions for City Contracts, (Revised 03/09), ("Standard Provisions"), attached hereto and incorporated herein as Exhibit A. In the event of any inconsistency between the Standard Provisions and this Agreement, the latter shall be deemed to be controlling.

Section V. Scope of Services

The Contractor shall obtain, operate, and maintain Mobile Spay/Neuter Clinic(s) from which the Contractor will provide free spay/neuter services for animals owned by low income Los Angeles residents; will provide all staffing, equipment, and supplies; and will obtain all permits, licenses, and registrations required to operate the Mobile Clinic(s). In particular, the veterinary services to be provided are as follows:

A. Spay/Neuter and Related Veterinary Services

1. Surgical Sterilizations. The Contractor will perform:

- a. Spay and neuter surgeries on all qualified dogs and cats eight weeks of age or older. Contractor may also accept all Department discount coupons and free certificates or vouchers for the service not to exceed one coupon or certificate per surgery.
- b. Pre-surgical physical examinations on all surgical candidates to determine if an animal is qualified for surgical treatment.
- c. Other ancillary medical procedures associated with surgical sterilizations, according to the provisions outlined below:
 - i. The Contractor will conform to all surgical standards as dictated by the California Veterinary Medicine Practice Act (CVMPA).
 - ii. Animals deemed unfit or unhealthy by a veterinarian may be rejected for surgical sterilization.
 - iii. Animals that are deemed pregnant or in estrus may be surgically sterilized at the discretion of the veterinarian.
 - iv. Animals of advanced age may require pre-surgical geriatric blood screening.
 - v. If surgical exploration is needed to determine if an animal has already been spayed, surgery shall be deemed performed and the same fee shall apply as if the spay surgery was performed.

2. Emergency Medical Treatment

Contractor shall monitor all animals under its care and control for post-surgical complications and shall provide appropriate post-surgery medical treatment to animals in the event of an emergency related to the surgery, at no additional cost to the City or the pet owner, so long as such complications are discovered while the animal is under the Contractor's care and control.

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

Charges for medical emergency treatment for animals in the care and control of the Contractor but not caused as a result of the sterilization by the Contractor, either by the Contractor or at referred veterinary hospitals that are pre-approved by the Department, may be charged to the pet owner, provided the pet owner has approved the treatment in advance via telephone notification.

3. Care of Animals

Contractor's care of animals in its custody shall be in conformance with all federal, state, and local humane laws and statutes. A California-licensed veterinary technician, or

equivalent, shall remain on duty following the procedure until each animal's recovery status meets the conditions set forth by the CVMPA to send home with his or her owner or transfer to the care of the shelter staff, depending on where the animal came from.

4. Release of Animals

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

B. Operations

1. Vehicle Requirements

Contractor shall obtain, operate, and maintain, at its sole cost, vehicle(s) appropriately modified to be the Mobile Spay/Neuter Clinic(s). Contractor shall maintain said vehicle(s) in top working condition at all times, and shall make all reasonable efforts to ensure that at no time are services impacted by failure of a vehicle to be in top working condition. Contractor shall bear all costs of maintenance, including but not limited to, purchasing or leasing, engine maintenance, routine repairs, fuel, parking, and insurance. Contractor shall ensure that all approvals, licenses or permits required to operate the Mobile Spay/Neuter Clinic(s) are obtained from the proper agencies and valid. Any violation of this provision may cause termination of the Agreement.

2. Service Locations of Mobile Clinic Operations and Adoption Events

The locations of Mobile Clinic operations shall be at the Contractor's discretion, subject to Department approval or disapproval, and shall be primarily in low-income areas within the City of Los Angeles. Upon the request of the Department, the Contractor shall provide the Department with the current schedule of dates, locations, and hours of clinic operations. Upon request of the Contractor, the Department may provide to the Contractor, when feasible, data about where services are needed most, which will be helpful to the Contractor to determine service locations. Although the Department shall make its best effort to provide such information within a reasonable time, the Department shall be under no obligation to provide such information. Contractor shall be otherwise responsible for determining and scheduling the dates, locations and times of Mobile Clinic operations. The Contractor may be requested by the Department to take part in the Department's adoption events by locating a Mobile Clinic at the event to provide its free spay/neuter services.

3. Days and Hours of Operation

Contractor shall operate the Mobile Clinic an average of four (4) days per week, to be scheduled at the Contractor's discretion, and subject to approval or disapproval of Department. Contractor's hours of operation shall be such that members of the public bringing their animals to the Mobile Clinic are reasonably accommodated for their time. Contractor shall advertise the days of operation at least one month prior, and publish its scheduled days of operation online and by other appropriate media.

4. Equipment and Supplies

Contractor shall obtain, at its own expense, all equipment and supplies to be used in the operation of the Mobile Clinic, including all medical supplies, medicines, cleaning agents, microchips, tools, anesthesia machines, autoclaves, and any other necessary tools, instruments, supplies, and equipment. Contractor shall maintain in good working order, at its own expense, all equipment used in the operation of the Mobile Clinic, and shall

ensure that repairs or replacement of equipment does not unreasonably interrupt its services.

5. Licenses and Permits

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

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

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

6. Maintaining a Written Protocol of Procedures

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

7. Cost of Supplies, Services, and Personnel

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

8. Waste Disposal

- a. Hazardous Waste: As used in this Agreement, the term "hazardous waste" shall mean any hazardous or toxic substances, biohazards, medical wastes, sharps, discarded animal tissues or animal carcasses, or other materials or wastes, used or discarded by the Contractor in connection with its operations, which can damage the environment or be harmful to health. Contractor will be solely responsible for the proper, legal disposal of hazardous waste generated by the Mobile Clinic, at its own cost.
- b. Non-Hazardous Waste: When the Mobile Clinic is parked overnight at a Department shelter, non-hazardous waste, such as office waste, paper, etc., may be disposed of using the shelter's disposal bins.

9. Signage

The Contractor shall place on the Mobile Clinic, in a prominently location, signage indicating that the Mobile Clinic is providing services paid by the City of Los Angeles.

10. Temporary Overnight Parking at Department Care Centers

Subject to available space, Contractor may be allowed to park the Mobile Clinic overnight at a Department Care Center, in any of said Care Center's available parking area (public parking or employee parking, etc.). Contractor expressly assumes any and all risk of injury, loss, or damage to person or property, including to the Mobile Clinic, which may result from parking at the Department Care Center any condition of the Care Center including ingress and egress through the City property, and releases and discharges the City from any claims therefor. The District Manager or person in charge shall make a good faith effort to accommodate the Mobile Clinic. However, Department staff may prohibit said parking if there is a lack of space or in the case of an upcoming special event, or other specific event that will preclude parking availability. In all cases, no guarantee of parking is expressed or implied.

11. Verification of Clients' Income and Residency

To verify that the services provided under this agreement are provided to low-income residents of Los Angeles including low-income senior citizens and low-income disabled residents, Contractor shall establish a protocol to verify clients' income and residency. Specifically, Contractor shall request each client to provide a utility bill, paycheck stub, or similar document, at the time the surgery is provided, which shows that the client is a Los Angeles resident and earns \$31,700 or less each year.

C. Fees, Billing, and Record Keeping

1. Fees for Spay/Neuter Surgeries

Fees for spay/neuter surgeries paid by the Department to the Contractor shall be as follows:

Dog spay	\$90
Dog neuter	\$80
Cat spay	\$65
Cat neuter	\$60

Fees shall be effective for the first year of the Contract (i.e. the first twelve months beginning at the date of execution, regardless of calendar year or Fiscal Year). Thereafter, Contractor may request reasonable price adjustments; if Contractor finds it necessary to adjust prices, Contractor shall submit a written request for a reasonable price adjustment to the Department, supported by appropriate documentation to justify the requested adjustment. "Appropriate documentation" shall mean documents such as copies of invoices from the Contractor's vendors, copies of payroll, Contractor's income statement, and/or other documents showing a change in the Contractor's costs of labor and/or materials. The Department shall not consider any request for price adjustments without said documentation. Any price adjustments shall be subject to Board approval, and shall be effective only after said Board approval or as otherwise effected by the Board. Contractor shall not adjust prices without prior written approval of the Board.

Contractor shall not accept any other fees, coupons or vouchers for spay/neuter surgeries paid by the Department and the above fees shall be exclusive for the spay/neuter surgery performed.

Contractor shall provide no services, spay/neuter surgeries, or veterinary care of any kind under this Agreement related to feral cats and trap-neuter-return (TNR) in violation of the January 5, 2010 Permanent Injunction in *The Urban Wildlands Group, et al. v. City*

of Los Angeles, et al., Los Angeles Superior Court Action No. BS115483, as modified by the March 10, 2010 Stipulated Order Modifying Injunction (collectively the "Injunction") and until such time, if any, that the Injunction is lifted, will comply with and provide no services in violation of the Injunction.

2. Invoices

Upon completion of sterilization, Contractor shall bill the Department for services by sending an invoice to the Department of Animal Services, 221 N. Figueroa Street, Suite 500, Los Angeles, California, 90012. Invoices must include the following:

- a. Date of invoice
- b. Name, address, and phone number of Contractor
- c. Invoice number
- d. Quantity, unit price, and description of each service
- e. Dates services were provided
- f. Reference to this Agreement
- g. Total amount payable
- h. Signature of veterinarian
- i. A statement to certify that sterilizations were performed as indicated and that corresponding proof of sterilization and clients' residency/income shall be maintained on file by Contractor (as required below).

3. Payments to Contractor:

City shall pay Contractor as follows:

- a. The amount paid shall be in accordance with the approved fee schedule.
- b. Contractor shall submit invoices and corresponding animal medical records as required documentation for the above services to the Department.
- c. All payments are subject to Department review and approval of Contractor's documentation and work under City of Los Angeles payment procedures and processes.

4. Proof of Sterilizations

Contractor shall retain on file at its facility, and at its own cost, documents which shall serve as proof of sterilization. Said proof of sterilization may be in the form of medical records created by the Contractor, application forms, or other documents normally kept on file by the Contractor which bear the client's and veterinarian's signatures verifying that spay/neuter services have been completed to the client's satisfaction.

5. Proof of Client's Residency and Income Eligibility

To verify that funding for this Agreement is used to subsidize spay/neuter surgeries for animals owned by low-income residents of Los Angeles, as intended, Contractor shall retain on file at its facility, photocopies of verification which demonstrate that the client 1) is a resident of Los Angeles, and 2) earns a low income (currently less than \$31,700 per year). Such verification may include, but not be limited to, photocopies of client's DWP bills, statements for low-income benefits such as the Women, Infants and Children (WIC) Program, Aid to Families with Dependent Children (AFDC), or other documents which verify the client's residency and income eligibility.

6. Records Retention and Auditing

Contractor shall retain said proofs of sterilization, and clients' residency and income, on file for a minimum of three (3) years, and shall make them available for audit upon reasonable request by City personnel anytime during normal business hours. All

invoices sent to the Department for payment must be verifiable against these back-up documents retained by Contractor.

If said back-up documents do not match billing or are not available for audit, Contractor shall refund to the Department any amounts previously paid to Contractor and not verified by said proofs of sterilization, with the following exceptions:

- a. Incomplete or mismatched back-up documents: The Department will pay for sterilizations where names or addresses in back-up documents do not match or are not complete, provided the Contractor obtains a reasonable explanation for the discrepancy or missing documents, agrees with the explanation(s) provided, and records the reason(s) in the back-up documents. Examples of "a reasonable explanation" include: recent relocation of household, change in household composition or status, animal license and utility bill listed in names of different members of the same household, owner receives only non-reported income, etc. **In all cases, the owner must provide documents that prove residency within the City of Los Angeles.** Use of this exception shall not exceed 15% of all surgeries billed by the Contractor for payment during the audit period. The Contractor shall reject all explanations that are not reasonable.
- b. Absence of back-up documents: The Department will pay for sterilizations where names or addresses cannot be documented, provided the Contractor obtains a reasonable explanation for the lack of matching documents, agrees with the explanation(s) provided, and records the reason(s) in the back-up documents. An example of "a reasonable explanation" for an absence of documents is if a client is homeless or indigent. Use of this exception shall not exceed 5% of all surgeries billed by the Contractor for payment during the audit period. The Contractor shall reject all explanations that are not reasonable.

D. Pre-Release Programs Participation

Contractor may participate in Department Pre-Release Spay and Neuter Programs of spaying and neutering dogs and cats eight weeks of age or older.

E. Code of Ethics

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

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

5. **Treatment of the Public:** Contractor's personnel shall at all times treat the public with the utmost courtesy.

F. Quality Control

1. Contractor Employee Acceptability

The Contractor shall immediately remove and replace any of its employees who violate the terms and conditions of this Agreement and upon request of the Department.

2. Quality Control Plan

Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of this Agreement are met. Elements may include but are not limited to: number of sterilizations performed by animal, by type of sterilization and by size of animal; number and type of other services performed; number of emergencies by animal by type of emergency; and, number of animals sent to private veterinarians for emergencies. A copy shall be provided to the Department Contract Administrator for review and approval on this Agreement start date and as changes occur.

3. Quality Assurance

The Department Contract Administrator will evaluate the Contractor's performance using such procedures as may be necessary to ascertain Contractor compliance with this Agreement including, but not limited to onsite inspections, photographing of interior of the Clinic, and written reports by Department veterinary or contract administration staff; qualified outside inspectors may also be used. The Contractor shall be required to immediately correct all deficiencies found by the Department.

4. Performance Evaluation Meetings

The Contractor shall meet with the Department Contract Administrator as needed, at a time and place that is mutually agreeable, to discuss the Contractor's operations, assess the Contractor's capacity to provide the required services for the Department, discuss the services provided, and other matters of mutual interest.

5. Adequate Stock

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

6. Reporting Requirements

The Contractor shall provide to the Department monthly reports by the 10th day after the end of the month, summarizing the services provided by the Contractor. The information should include but not be limited to, the number of surgeries performed daily on dogs and cats, including the number of surgical complications (including unexpected or unintended animal deaths) reported each month and how each case was resolved. A form may be provided; reports are to be submitted along with the monthly invoices.

7. Reporting of Unexpected Animal Deaths

The Contractor shall report to the Department any unexpected deaths of animals under the care and control of the Contractor, within 2 business days of the death, by submitting a completed Incident Report, attached hereto as Exhibit B.

Section VI. Miscellaneous Provisions

A. Termination. Department may terminate this Agreement for City's convenience at any time by giving Contractor thirty (30) day's written notice thereof. Upon receipt of said notice, Contractor shall immediately take action not to incur any additional obligations, cost or expenses. Thereafter, Contractor shall have no further claims against the City under this Agreement.

In the event Contractor defaults in the performance of any of the terms or conditions of this Agreement, or becomes unable through personal non-capacity to fulfill its obligations under this Agreement, the Department shall have the following options without any further notice or authorization from Contractor, and its choice of any option shall in no way waive its right to select any other option at any time:

1. The Department may give Contractor a written notice of such default. If Contractor does not cure said default within 30 days after notice (forthwith for a default involving sanitary or safety conditions) or make reasonable progress to cure said default, the Department may terminate this Agreement; and/or
2. The Department may recover, to the extent allowed by law, any and all loss or damage which may be due the Department.

This Agreement may be terminated by Contractor upon providing to the Department sixty (60) days advance written notice thereof.

B. Insurance. Contractor shall acquire and maintain the insurance coverage and liability limits for this Agreement as listed in Exhibit C, "Insurance Requirements." Evidence of coverage shall be provided according to the City's "Instructions And Information On Complying With City Insurance Requirements," included in Exhibit C. Contractor's insurance shall be approved by the City of Los Angeles, City Administrative Officer, Risk Management Division, prior to start of services.

SECTION VII. Successors and Assigns

All of the terms, conditions, and provisions hereof shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement whose consent shall not be unreasonably withheld.

SECTION VIII. Force Majeure

Notwithstanding any other provisions hereof, neither the Contractor nor the City shall be held responsible or liable for failure to meet their respective obligations under this Agreement if such failure shall be due to causes beyond the Contractor's or the City's control. Such causes include but are not limited to: strikes, fire, flood, civil disorder, acts of God or of the public enemy, acts of the federal government, or any unit of State or local government in either sovereign or contractual capacity, epidemics, quarantine restrictions, or delays in transportation to the extent that they are not caused by the parties' willful or negligent acts or omissions and to the extent that they are beyond the parties' reasonable control.

SECTION IX. Severability: Should any portion of this Agreement be determined to be void or unenforceable, it shall be severed from the whole, and the Agreement will continue as modified.

SECTION X. Disputes: Should a dispute or controversy arise concerning provisions of this Agreement or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction.

Section XI. Incorporation of Exhibits

The following Exhibits are incorporated into and made part of this Agreement:

Exhibit A, Standard Provisions for City Contracts (Revised 03/09)

Exhibit B, Incident Report

Exhibit C, Insurance Requirements

Section XII. Entire Agreement

This Agreement, including Exhibits A, B, and C, contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments, or agreements whether oral or written and may be modified or amended only as herein provided. This Agreement is executed in four (4) duplicate originals, each of which is deemed to be an original.

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

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

By _____
Brenda F. Barnette, General Manager

Date: _____

**APPROVED AS TO FORM:
Michael N. Feuer, City Attorney**

By _____
Dov S. Lesel, Assistant City Attorney

Date _____

**ATTEST:
Holly L. Wolcott, City Clerk**

By _____
Deputy City Clerk

Date _____

The Lucy Pet Foundation, Inc.

By _____
Joey Herrick, President

Date _____

By _____
Dr. Karen Halligan, Chief Veterinary Officer

Date _____

Los Angeles City Business Tax License Number _____

IRS Taxpayer Identification Number _____

City Agreement Number _____