

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor and Council	Date: 06-23-17	C.D. No. 6	CAO File No.: 0150-10971-0000
Contracting Department/Bureau: Department of Animal Services		Contact: John Forland (213) 482-9554	
Reference: Board of Animal Services Commissioners transmittal dated June 13, 2017.			
Purpose of Contract: To provide spay/neuter clinic services to the public and for shelter animals adopted from the East Valley Animal Shelter.			
Type of Contract: (X) New contract () Amendment		Contract Term Dates: Three years upon date of execution, with two one-year extension options	
Contract/Amendment Amount: \$500,000 per year			
Proposed amount \$ 500,000 + Prior award(s) \$ 0 = Total \$ 500,000 per year			
Source of funds: Animal Sterilization Trust Fund			
Name of Contractor: Western University of Health Sciences - College of Veterinary Medicine			
Address: 309 East 2 nd Street, Pomona, California 91766			
	Yes	No	N/A*
1. Council has approved the purpose	X		
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested	X		
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: %			
8. Contractor has complied with:		Yes	No
a. Equal Employmt. Oppty./Affirm. Action		X	
b. Good Faith Effort Outreach**		X	
c. Equal Benefits Ordinance		X	
d. Contractor Responsibility Ordinance		X	
e. Slavery Disclosure Ordinance		X	
f. Bidder Certification CEC Form 50		X	
*N/A = not applicable ** Contracts over \$100,000			

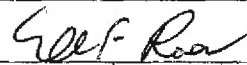
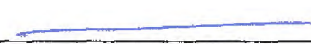
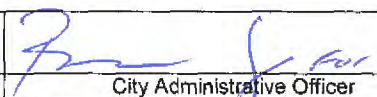
RECOMMENDATION

That the Council, subject to the approval of the Mayor, authorize the General Manager of the Los Angeles Animal Services Department, or designee, to execute an agreement between the Western University of Health Sciences - College of Veterinary Medicine and the City of Los Angeles for spay and neuter and related services at the East Valley Animal Shelter for a term of three years from date of execution, with two one-year extension options, at an amount not to exceed \$500,000 per year, subject to the review and approval of the City Attorney as to form.

SUMMARY

The Animal Services Department (ASD/Department) requests authority to execute a contract between the City of Los Angeles (City) and the Western University of Health Sciences - College of Veterinary Medicine (Western University) to provide animal spay/neuter surgeries at the East Valley Animal Shelter Spay/Neuter Clinic, located at 14409 Vanowen Street, Van Nuys. The term of this contract is three years, from the date of execution, with two one-year renewal options for a maximum contract term of five years. The proposed contract amount is not to exceed \$500,000 per year.

On November 4, 2016, the ASD issued a Request for Proposals (RFP) to solicit contract spay/neuter services for the East Valley Animal Shelter, which included the posting of the opportunity on the City's

		
FGO	Analyst 04170142	Assistant CAO City Administrative Officer

Los Angeles Business Assistance Virtual Network (LABVN) system. This was the second RFP issued by ASD for these services at East Valley, as a previous 2016 proposal and award with Spay Neuter Project LA (SNP LA) was subsequently rescinded. As a result of the November 2016 solicitation, only one proposal was received, that being from Western University. After an evaluation by ASD staff, the Western University proposal was deemed responsive in meeting all required criteria and qualifications. Subsequently, on June 13, 2017, the Board of Animal Services Commissioners (Commission) reviewed and approved the ASD recommendations to contract with Western University for the operation of the East Valley Animal Shelter Spay/Neuter Clinic. Western University is a non-profit academic health center organized and operated under Internal Revenue Code Section 501(c)(3) as designated by the Internal Revenue Service and is dedicated to the education of health care professionals.

Under the proposed agreement, Western University will provide five service categories: 1) Affordable spay and neuter; 2) Low cost veterinary wellness; 3) Low cost vaccine clinics; 4) Community outreach and advocacy; and, 5) Assistance in selling dog licenses to City of Los Angeles residents. The number and type of animals referred to the Clinic will depend on the number of adoptions that day and the Department's needs. The Department reserves the right to perform the spay/neuter surgeries with its own staff, or to send animals to off-site veterinarians in the event that Western University is unable to accommodate all of the Shelter's spay/neuter needs. Western University will also perform spay/neuter surgeries on animals brought to the Clinic by members of the public, and may offer microchipping services. Western University also proposes to establish a shelter medicine teaching program at East Valley for third and fourth year veterinary students under the guidelines and provisions included in Section VII of the proposed agreement.

In addition, Western University will accept \$30 discount coupons and \$70 free sterilization certificates issued to City residents by the ASD as full payment for spay/neuter surgeries. The Department will reimburse Western University at the discounted value of the coupons and certificates. Spay and neuter rates are set by the Commission; current rates are detailed in the Commission-Approved Spay/Neuter Rates table below.

Commission-Approved Spay/Neuter Rates

Surgery Category	Current Commission-Approved Fee	Discount to Department	Net Cost to Department
Cat Neuter	\$70.00	\$40.00	\$30.00
Cat Spay	\$70.00	\$35.00	\$35.00
Dogs	\$125.00	\$62.50	\$62.50
Rabbits	\$125.00	\$62.50	\$62.50

The total cost for services under the proposed contract is not to exceed \$500,000 per year. The Department reported that the cost to the City to operate the East Valley Spay/Neuter Clinic in Fiscal Year 2015-16 was approximately \$168,794. Funding for spay/neuter surgeries is provided through the Animal Sterilization Trust Fund (ASTF). The ASTF is established under Los Angeles Administrative Code Section 5.199 to provide funding for pet sterilization services to residents of the City of Los Angeles. A portion of funds from each paid dog license sold in the City (\$2.00 for unaltered dogs and \$7.00 for altered dogs) is deposited into the Fund to support the cost of animal sterilization.

Funds received will be deposited into the ASTF to further the City's spay and neuter efforts. Though City facility costs are an expense of the General Fund, depositing receipts from Western University into the ASTF may still benefit the General Fund in that increased revenue into the ASTF reduces the need for a General Fund appropriation to the ASTF. The amount needed from the General Fund to support the ASTF is determined through the annual budget process.

The proposed agreement also includes the use of the facilities at the East Valley Animal Shelter as governed in the facility license agreement with the General Services Department (attached to and described in Section IV of the proposed contract). Western University is in compliance with the standard provisions for City contracts.

In accordance with Charter Section 1022, the Personnel Department and City Administrative Officer reviewed the ASD request to contract these services and determined that although City classifications could perform the required work, the workload exceeds current staffing availability and is of limited duration, which would result in layoff at the end of the work project.

FISCAL IMPACT STATEMENT

Approval of the recommendations will authorize the Los Angeles Animal Services Department to execute a contract with Western University of Health Sciences – College of Veterinary Medicine for spay and neuter services at the East Valley Animal Shelter for a maximum period of five years at a cost not to exceed \$500,000 per year. Funding for this purpose is available in the Animal Sterilization Trust Fund to support animal sterilization services. There is no additional impact to the General Fund. Execution of the proposed contract agreement complies with the City's Financial Policies in that budgeted funds are used for budgeted purposes and that ongoing costs are supported by ongoing revenues.

RHL:FGO:04170142

Attachment

**BOARD OF
ANIMAL SERVICES
COMMISSIONERS**

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PRESIDENT

OLIVIA E. GARCIA
VICE PRESIDENT

COMMISSIONERS

LAYNE DICKER

ALISA FINSTEN

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City of Los Angeles
CALIFORNIA



ERIC GARCETTI
MAYOR

Attachment

**DEPARTMENT OF
ANIMAL SERVICES**
221 North Figueroa Street
Suite #600
Los Angeles, CA 90012

(866) 452-7381
FAX (213) 482-8511

BRENDA F. BARNETTE
GENERAL MANAGER

DANA H. BROWN
ASSISTANT GENERAL MANAGER

LOUIS P. DEDEAUX
INTERIM ASSISTANT GENERAL MANAGER

June 8, 2017

Honorable Eric Garcetti, Mayor
City of Los Angeles
200 N. Spring Street, Room 303
Los Angeles, CA 90012

Honorable City Council
c/o Office of the City Clerk
City Hall, Room 395
Los Angeles, CA 90012

Attention: Ms. Mandy Morales, Office of the Mayor

**RE: APPROVAL OF AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND
WESTERN UNIVERSITY OF HEALTH SCIENCES COLLEGE OF VETERINARY MEDICINE
FOR OPERATION OF EAST VALLEY SHELTER SPAY/NEUTER CLINIC**

Recommendation for Council Action, subject to the approval of the Mayor:

- **AUTHORIZE** Los Angeles Animal Services to execute an agreement with Western University of Health Sciences College of Veterinary Medicine (Western University) per the attached documents to operate the East Valley Shelter Spay/Neuter Clinic.

SUMMARY:

At its meeting on June 13, 2017, the Board of Animal Services Commissioners considered and approved an item regarding the execution of an agreement between the City of Los Angeles and Western University of Health Sciences School of Veterinary Medicine to operate the East Valley Shelter Spay/Neuter Clinic. Western University proposes five service categories: 1) Affordable Spay and Neuter, 2) Low Cost Veterinary Wellness, 3) Low Cost Vaccine Clinics, 4) Community Outreach and Advocacy, and 5) assist in selling dog licenses for those residing in the City of Los Angeles.

"Creating a Humane LA"

AN EQUAL OPPORTUNITY EMPLOYER

Visit our website at www.LAAnimalServices.com

BACKGROUND:

Designs for five of our six animal care shelters opened during the past decade include space for a veterinary clinic within the shelter. The intent was to co-locate a private veterinary clinic within a City shelter to facilitate adoptions and raise the shelter's profile as the best place to adopt animals and for general, low-cost veterinary care. The East Valley Shelter clinic was opened in 2010 and the spay/neuter clinic was operated by SNP|LA from 2011 until August 2016 when the final contract expired. In a new RFP process to operate the facility, SNP|LA submitted a responsive proposal but later withdrew its proposal during the contract negotiation process. The Department reissued the Request for Proposals and Western submitted a proposal that was selected in January 2017. The Department and Western University have been negotiating and developing terms and meeting requirements per the attached agreement. Western is a strong, experienced, and well-run organization that is able to commit a substantial amount of resources to ensure the success of the clinic. The East Valley is one of the areas in the City with the greatest need for low-cost animal care services. The East Valley Shelter is also one of the busiest shelters in the City. These factors provide an ideal training and service environment. The benefits of this cooperative approach are expected to grow and develop as the contract continues.

Western University has been in operation since 1998 and currently operates the Pet Health Center on its medical campus in Pomona, CA, which provides veterinary services to the local community. Staff has performed over 45,000 pet sterilizations and has worked with several organizations including the ASCPA and Best Friends Animal Society.

FISCAL IMPACT:

There is no fiscal impact to the General Fund.



Brenda F. Barnette
General Manager

Attachments

cc: Margaret Wynne, Office of the Mayor
Mandy Morales, Office of the Mayor

**BOARD OF
ANIMAL SERVICES
COMMISSIONERS**

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City of Los Angeles
CALIFORNIA



ERIC GARCETTI
MAYOR

**DEPARTMENT OF
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221 North Figueroa Street
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BRENDA F. BARNETTE
GENERAL MANAGER

DANA H. BROWN
ASSISTANT GENERAL MANAGER

LOUIS P. DEDEAUX
ASSISTANT GENERAL MANAGER

Report to the Board of Animal Services Commissioners

MEETING DATE: June 13, 2017

PREPARED BY: John Forland

REPORT DATE: June 1, 2017

TITLE: Sr. Management Analyst II

**SUBJECT: REQUEST TO ENTER INTO A CONTRACT AGREEMENT WITH WESTERN
UNIVERSITY OF HEALTH SCIENCES, COLLEGE OF VETERINARY
MEDICINE FOR OPERATION OF THE EAST VALLEY SPAY/NEUTER CLINIC**

BOARD ACTION RECOMMENDED:

1. **AUTHORIZE** the General Manager of the Department of Animal Services, or designee, to enter into a contract Agreement with Western University Of Health Sciences, College of Veterinary Medicine (Western University) to operate the spay/neuter clinic at the East Valley animal shelter according to general terms described in this Board Report.
2. **DIRECT** staff to transmit the approved Agreement to the Office of the Mayor and subsequently to the City Council, and authorize the General Manager of the Department of Animal Services to execute the subject Agreement upon receipt of necessary approvals.

BACKGROUND

In 2010 the Department entered into an agreement to operate the East Valley Shelter Spay/Neuter Clinic (C-117333) with Spay Neuter Project of Los Angeles or SNP|LA. The extended agreement expired on August 31, 2016. At its March 21, 2016 meeting, the Board approved a Request for Proposal (RFP) for operation of the East Valley Spay/Neuter Clinic. The RFP was released March 30, 2016 and proposals were due April 27, 2016. The proposal from SNP|LA was the only proposal received. The proposal was evaluated and determined to meet all criteria and qualifications. At its May 10, 2016 meeting the Board approved a request to enter into contract negotiations with SNP|LA. After weeks of negotiating the terms of the contract, negotiations broke down and SNP|LA withdrew its proposal. As a result no agreement was entered into. An RFP was re-released on November 4, 2016 and proposals were due December 20, 2016. One proposal from Western University was received. That proposal was evaluated

Report to the Board of Animal Services Commissioners
SUBJECT: Request to Enter Into Contract with Western University for Operation of East Valley
Spay/Neuter Clinic

and determined to meet all criteria and qualifications. Western University was notified in January 2017 of the award and has been negotiating agreement terms with the Department since then. The parties have developed the terms stated in the attached agreement.

SUMMARY

Staff released the RFP on November 4, 2016 and proposals were due by December 20, 2016. The Department received one proposal:

- Western University of Health Sciences, College of Veterinary Medicine (Western University).

An evaluation team reviewed the proposal and concluded that the proposal meets all criteria and that the proposer has sufficient qualifications to perform the scope of services. The proposer has also demonstrated experience with the Department as the incumbent contractor managing clinic operations at the East Valley location.

The Department is recommending executing a contract for service with Western University. Department staff will exercise Quality Control measures outlined in Section VII subsection L of the attached draft agreement and may recommend exercising corrective actions for underperformance.

Experience and Qualifications

Western University has been in operation since 1998 and currently operates the Pet Health Center on campus in Pomona, Ca, which provides veterinary services to the local community. Staff has performed over 45,000 pet sterilizations and has worked with several organizations including the ASCPA and Best Friends Animal Society.

Proposed Services

Western University proposes five service categories: 1) Affordable Spay and Neuter, 2) Low Cost Veterinary Wellness, 3) Low Cost Vaccine Clinics, 4) Community Outreach and Advocacy, and 5) assist in selling dog licenses for those residing in the City of Los Angeles.

As attached, the Department is proposing an agreement as outlined below:

- Continuation of existing services
- Terms of new agreement:
 - Starting date: August 1, 2017
 - Agreement: 3 years
 - Extensions: Two (2) one-year extensions at Department discretion
 - Maximum term: 5 years
 - Ending date: August 1, 2022, if all renewal options are executed
 - Service level: Perform spay/neuter surgeries on at least 10 dogs, 5 female cats, and unlimited male cats per day
- Amount: A maximum of \$500,000 per year
- Performance:
 - Number of surgeries: A minimum of 6,000 is expected
 - Wellness Clinic – Included
 - Vaccinations - Included
 - Outreach and education – Included

Report to the Board of Animal Services Commissioners

SUBJECT: Request to Enter Into Contract with Western University for Operation of East Valley Spay/Neuter Clinic

- Billing and Payment: Contractor to bill City per surgery and City will reimburse monthly
- Quality Control: Report and performance evaluation procedures are included to ensure that mutual efforts are made toward meeting Scope of Service objectives

FISCAL IMPACT:

There is no impact to the General Fund. The Animal Sterilization Fund will be used to reimburse the contractor based on rates established by the Animal Services Commission.

Approved:

Brenda Barnette

Brenda Barnette, General Manager

Attachments:

Draft East Valley Spay-Neuter Clinic Agreement

Draft East Valley License to Use the Premises of Spay-Neuter Clinic

BOARD ACTION:

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



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

City Agreement Number _____

WITH WESTERN UNIVERSITY OF HEALTH SCIENCES COLLEGE
OF VETERINARY MEDICINE
To Provide Spay/Neuter and Related Veterinary Services

At the

**East Valley Animal Shelter
Spay/Neuter Clinic
14409 Vanowen St
Van Nuys CA 91405**

City Agreement Number _____

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

FOR THE OPERATION OF THE SPAY/NEUTER CLINIC AT
THE EAST VALLEY ANIMAL SHELTER

To City Agreement Number _____

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is entered into as of _____, 2017, upon attestation by the Office of the City Clerk ("Execution Date") between the City of Los Angeles ("City"), a municipal corporation, acting by and through the Department of Animal Services ("Department"), the Department of General Services ("GSD") and Western University of Health Sciences College of Veterinary Medicine ("Contractor") which is authorized to do business in the State of California, with regard to the following:

WHEREAS, the Department desires Contractor to provide spay/neuter surgeries and related services at the East Valley Animal Shelter Spay/Neuter Clinic ("Clinic"); and

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

WHEREAS, the Contractor will provide spay/neuter services for Shelter cats, dogs, and rabbits (as needed) that are adopted from the Shelter as well as to pets owned by qualifying residents near or in the Los Angeles area; and

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

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

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

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

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

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

Section I. Representatives of the Parties and Service of Notice

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

1. The representative of the City shall be the General Manager of the Department, or that person's authorized representative, as follows:
Brenda F. Barnette
General Manager, Department of Animal Services
221 North Figueroa Street, Suite 600
Los Angeles, California 90012
 2. The representative of GSD shall be the General Manager of that department, or that person's authorized representative, as follows:
Tony M. Royster
General Manager, Department of General Services
111 East First Street, Room 201
Los Angeles, California 90012
 3. The representative of Contractor shall be:
Philip Nelson, DVM, BS, PhD
Western University of Health Sciences College of Veterinary Medicine
309 East 2nd Street
Pomona, California 91766-1854
- B. Formal notices, demands, and communications required hereunder by any party shall be made in writing and communicated by U.S. mail, fax, or email.
- C. If the name of the person designated to receive the notices, demands, or communications, or the address of such person is changed, written notice shall be given to the other parties within five (5) business days of said change.

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 THREE YEARS from _____ 1, 2017 to June 30, 2020, and may be renewed for up to two additional years (via one year extensions) at the sole discretion of the Department and GSD. The City intends to exercise the renewal option on the condition that the Contractor's performance reasonably meets the expectations stipulated in this Agreement.

Section III. Maximum Payment

Payment to the Contractor by the City shall not exceed \$500,000 during each of the City's Fiscal Years (defined as July 1 through June 30) or during any 12 months of the Agreement, including the value of discount coupons and free certificates. This provision shall not mean that the City is required to reach or approach this amount. This allocation shall not mean that the City is obligated or required to provide the total maximum amount of \$500,000 or any set amount in any agreement or fiscal year, or for the full term of this Agreement, but is subject to the availability of funds in the Animal Sterilization Fund of the City of Los Angeles, and to the Contractor's demonstrated capacity to provide mobile spay/neuter services as determined by the Department. The Department expects the Contractor to sterilize a minimum of 6,000 dogs and cats per year, once full service is reached.

Section IV. License to Use Premises of the Animal Spay Neuter Clinic

Contractor shall comply with all provisions of the License to Use the Premises of Animal Spay and Neuter Clinic ("License"), attached as **Exhibit A**, incorporated and made part of this Agreement.

Section V. Standard Provisions for City Contracts

Contractor shall comply with all provisions of the City of Los Angeles' Standard Provisions for City Contracts, (Revised 03/09), ("Standard Provisions"), attached as **Exhibit B**, incorporated and made part of this Agreement.

Section VI. Premises

The premises covered by this Agreement are the Spay/Neuter Clinic ("Premises" or "Clinic") located at the following location attached in **Exhibit C**:

East Valley Animal Shelter
14409 Vanowen Street
Van Nuys CA 91405

Section VII. Scope of Services

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

A. Surgical Sterilizations

The Contractor shall:

1. A. Perform spay and neuter surgeries on all shelter animals provided by Department during each day of operation and shall reserve an adequate portion of its daily surgeries for shelter animals.

"Day of Operation: shall be defined as any day the clinic is open for business as advertised under this agreement and shall include spay and neuter days, wellness, or other days.

The number of animals provided by the Department each day will fluctuate depending on need. A typical day may include the following animals provided by the Department:

Animal	Typical Daily Minimum:
Dogs (any breed, size, or gender)	Ten
Female Cats (any breed or size over 2.5 lbs.)	Five
Male Cats (any breed or size over 2.5 lbs.)	Unlimited
Rabbits (any breed, size, or gender)	Two

B. Coordinate with Department during special events or other occurrences, or when shelter animal occupancy increases near to or meets its capacity. Contractor will make reasonable efforts to accommodate additional surgeries if requested by Department.

C. Not reject Department animals without just cause notified to and supported by Shelter staff.

D. Perform an approximate estimate of 40 surgeries per day consisting of both shelter animals and animals from the public.

2. Perform pre-surgical physical examinations on all surgical candidates to determine if an animal is qualified for surgical treatment.
3. Perform other ancillary medical procedures associated with surgical sterilizations, according to the provisions outlined below:
 - a. The Contractor will conform to all surgical standards as required by the California Veterinary Medicine Practice Act (CVMPA).
 - b. Animals deemed unfit or unhealthy by a veterinarian may be rejected for surgical sterilization.
 - c. Animals that are pregnant, in estrus, cryptorchid, or have any other medical condition outside the scope of a healthy animal sterilization, may be surgically sterilized at the discretion of the Contractor's veterinarian.
 - d. Owners of older animals that may require pre-surgical, geriatric blood screening may be referred to a private veterinarian prior to sterilization at Contractor's discretion.
 - f. If during surgery, the animal is discovered to be already sterilized, the same fee that would have been charged for a standard sterilization shall be charged.

B. Microchips

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

C. Licensing

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

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

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

D. Emergency Medical Treatment

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

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

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

E. Care of Animals

1. Contractor's care of animals in its custody shall be in conformance with all federal, state, and local humane laws and statutes. A California-licensed veterinary technician, or equivalent, shall remain on duty following the procedure until each animal's recovery status meets the conditions set forth by the CVMPPA to send home with his or her owner or transfer to the care of Shelter staff, depending on where the animal came from.
2. Owned animals unclaimed by owner(s) at the end of the business day shall be kept overnight at the Clinic while reasonable efforts are made by the Contractor to contact the pet owner. Animals unclaimed by owners are considered "abandoned" under State law, and Contractor must follow State abandonment law procedures. Animals that have been adopted and sent to the Contractor for sterilization may be returned to the shelter if the owner does not pick up the animal at the close of business. However, the Contractor may use reasonable efforts to contact the owner and arrange to keep the animal for a longer, and mutually agreeable period.
3. All pre-adopted animals shall be released on the day of surgery to their owners if, and at such time, as medically safe to do so. Animals that are not pre-adopted shall be released to the Department at such time as medically safe to do so.

F. Release of Animals

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

G. Wellness Clinics

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

H. Optional Services and Additional Fees to the Public

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

I. Operational Requirements

1. Maintaining a Written Protocol of Procedures

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

2. Days and Hours of Operation

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

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

3. Equipment and Supplies

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

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

4. Equipment Purchase Option

At the end of the term of this Agreement, and upon mutual agreement, Department may purchase from the Contractor, at a mutually-agreed depreciated price consistent with

equipment of comparable age and use, Contractor's equipment used in the operation of the Clinic. However, the Department shall be under no obligation to make such purchases.

5. Cost of Supplies, Services, and Personnel

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

6. Licenses and Permits

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

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

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

7. Hazardous Waste Disposal

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

J. Fees and Payments

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

2. Definitions

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

- “**Authority for Expenditure (AFE)**” is a document issued by the Department for a specific service on a shelter animal.
- “**Provider**” shall mean participating veterinarian.

3. Spay and Neuter Discount Vouchers / Free Certificates

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

- The Voucher Program is a series of sterilization programs for owned dogs, cats and rabbits belonging to residents of the City of Los Angeles. Residents can qualify for a Voucher from the Department.
- D-Voucher Program is available to all City Residents. The F-Voucher Program is available to City Residents with an income cap of \$40,000 per year, per household including low-income Senior Citizens 62 years of age or older, and those individuals who are low-income and permanently disabled.
- Vouchers are non-transferable, are not valid beyond the expiration date printed on them, and must be presented to Contractor at the time of sterilization. Vouchers may only be used for owned cats and owned dogs, and are not valid for the sterilization of feral cats. Either a discount coupon or free certificate, but not both, may be used per animal per sterilization. Vouchers cannot be used for any veterinary service other than sterilization, nor in combination with any other program.
- Contractor may charge a co-payment from an animal owner using a D-Voucher.
- No co-payment or additional fees may be charged to an animal owner using a F-Voucher for sterilization including, but not limited to, uterine infection, pregnant or “in estrus” animals, animals with retained testicles, or animals weighing more than 50 pounds.

Contractor will accept D-Voucher towards surgery and F-Voucher as full payment for surgery. In addition to the sterilization surgeries, Contractor will provide an E-collar and pain medication as part of the voucher package. Contractor will administer core vaccinations (rabies and DA2PP or FVRCP) if needed at a discounted rate to the client. Ancillary services, such as flea and/or ear mite treatment, microchips, and antibiotics (prescribed on an as-needed basis) may be provided to clients at a cost, which client can accept or deny.

4. Surgery Discount to Department

Contractor shall give to a discount to the Department an amount equal to 50% of Board-approved fees for spay/neuter surgeries performed on Care Center animals and animals adopted from the Care Center. This discount shall result in a net payment equal to the discounted net fee at the 50% discount proposed by Contractor and accepted by the Board, as indicated below:

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

- Adopted, rescued, and redeemed animals,
- Deferred surgeries,
- Impounded animals such as animals for adoption events & pregnant animals

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

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

4. Contractor Responsibilities

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

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

5. Teaching Clinic for Veterinary Students

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

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

6. Billing and Record Keeping

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

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

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

SPAY/NEUTER PROGRAMS: VOUCHERS AND AUTHORITY FOR EXPENDITURES

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

value of said Vouchers and AFE's as indicated above.

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

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

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

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

The Discount Coupon (D-Voucher) S/N Program is for owned dogs and cats and has a value of \$30/\$50. Discount Coupons may be used to cover partial cost of sterilization off the Contractor's regular cost of sterilization. **The Discount Coupon is for pet owners only—feral cats/dogs (rabbits) do not qualify for the programs.**

The Free Certificate (F-Voucher) S/N Program is for owned dogs and cats and has a value of \$70/\$125. The Free Certificate covers the full cost of sterilization. There shall be no co-payment or additional fees for sterilization, uterine infections, pregnant and in-estrus animals, animals with retained testicle(s), or animals weighing more than 50 pounds. **The Free Certificate is for pet owners only—feral cats/dogs (rabbits) do not qualify for this program**

K. Code of Ethics

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

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

4. **False or Misleading Representations:** The Contractor's personnel shall not use any false, deceptive, or misleading representation with regards to the services provided.
5. **Treatment of the Public:** Contractor's personnel shall at all times treat the public with the utmost courtesy.

L. Quality Control

1. Contractor Employee Acceptability

The Contractor shall, upon reasonable request of the Department, immediately remove and replace any of its employees, independent contractors or students who violate the terms and conditions of this Agreement.

2. Quality Assurance

The Contractor shall establish and maintain quality standards to assure it and the Department that the requirements of this Agreement are met. Quality standards to track may include but are not limited to: number of public and shelter sterilizations performed by animal, by type of sterilization and by size of animal along with the information of whether the surgery was performed by a licensed veterinarian or by a student under the supervision of a licensed veterinarian and the identity of both the student and the licensed veterinarian; the number of Free Certificates/Discount surgeries; number of animal deaths; number and type of other services performed; number of emergencies by animal by type of emergency; and, number of animals sent to private veterinarians for emergencies.

Contract information shall be provided monthly to the Department for review.

The Department will evaluate the Contractor's performance using such procedures as may be necessary to ascertain Contractor compliance with this Agreement including, but not limited to on-site inspections, photographing interior of the Clinic, and written reports by Department veterinary or contract administration staff; qualified outside inspectors may also be used. The Contractor shall be required to immediately correct all deficiencies found by the Department. Site visits should be made with reasonable advance notice, if appropriate. The Department reserves the right to make unannounced visits if circumstances warrant.

3. Performance Evaluation

The Contractor shall meet with the Department Contract Administrator quarterly, or as otherwise agreed, to discuss the Contractor's operations and assess the Contractor's capacity to provide the required services for the Department, to discuss the services provided, and other matters of mutual interest.

4. Adequate Stock

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

5. Reporting Requirements

The Contractor shall provide to the Department monthly reports by the 10th day after the end of the month that summarizes the services provided by the Contractor. The information should include but not be limited to, the number of surgeries performed daily on dogs, cats, and rabbits, including the following:

- a. Selected for adoption by a member of the public prior to spay or neuter procedure.
 - b. The number of surgical complications (including unexpected or unintended animal deaths) reported each month and how each case was resolved.
- Reports are to be submitted along with the monthly invoices.

6. Reporting of Animal Deaths

The Contractor shall report to the Department all deaths of animals under the care and control of the Contractor, within five business days of the death.

7. Termination

Either the City or the Contractor may terminate this Agreement prior to its expiration, for any reason or no reason, at any time by providing the other party with one-hundred eighty (180) days written notice thereof.

8. Insurance – Notice of Cancellation

All required insurance will be maintained in full force for the duration of Contractor's business with the City. Contractor shall provide at least thirty (30) days' prior written notice directly to the City if it anticipates or receives notice that any required insurance policy will be cancelled or materially reduced, for any reason including the impairment of an aggregate limit due to prior claims. Failure to maintain adequate insurance as approved by the City's Risk Manager shall be a breach of the Agreement and failure by the Contractor to reinstate the required insurance may be grounds to terminate the Agreement upon 15 days written notice to Contractor.

9. Audits

City reserves the right to audit performance of Contractor pursuant to the terms of this Agreement and of a time and frequency at the sole discretion of City. Should City determine Contractor's performance, including Contractor's ability to utilize funds provided under this Agreement, does not meet expectations of the City as stipulated in Agreement, City reserves the right to renegotiate terms of this Agreement including but not limited to level of services provided by Contractor to City and/or maximum payment amount allocated to Contractor. City also reserves the right to terminate this Agreement, based on its findings resulting from audits, by providing thirty (30) days written notice to Contractor.

Section VIII. Incorporation of Exhibits

The following Exhibits are hereby incorporated into and made a part of this Agreement, collectively as **Exhibit F**:

The Contractor shall comply with the City's contracting requirements. These include:

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

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

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

- Contractor Responsibility Ordinance
- City Ethics Commission Forms 50, 55, 56
- Iran Contracting Act Form
- Child Support, ADA, Non-Collusion Compliance Forms

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

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

Section IX. Order of Precedence

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

- This Agreement
- License to Use the Premises of Animal Spay and Neuter Clinic – Exhibit A
- City Standard Provisions for City Contracts (Rev 03/09) – Exhibit B
- East Valley Animal Shelter Floor Plan – Exhibit C
- Contractor Sick Time Policy – Exhibit D
- Contractor Vacation Policy – Exhibit E
- Section VIII attachments – Exhibit F
- RFP
- Contractor's response to the RFP

Section X. Entire Agreement

This Agreement, including Exhibits A through E, constitutes the full and complete understanding between the parties. The Exhibits are as follows:

Exhibit A – License to Use the Premises of Animal Spay and Neuter Clinic

Exhibit B – City Standard Provisions of City Contracts (Rev 03/09)

Exhibit C – East Valley Animal Shelter Floor Plan

Exhibit D – Contractor Sick Time Policy

Exhibit E – Contractor Vacation Policy

Exhibit F – Section VIII attachments

This Agreement 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**

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

By _____
Brenda F. Barnette, General Manager

Date: _____

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

By _____
Tony M. Royster, General Manager

Date: _____

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

By _____
Dov S. Lesel, Assistant City Attorney

Date _____

**ATTEST:
HOLLY WOLCOTT, City Clerk**

By _____
Deputy City Clerk

Date _____

By _____
Philip Nelson, Dean

Date _____
(second signature required of corporations)

By _____
Zarah Hedge, Assistant Professor

Date _____

Los Angeles City Business Tax License Number _____

IRS Taxpayer Identification Number _____

City Agreement Number _____