

TRANSMITTAL

To:

THE COUNCIL

Date: 5/8/2018

From:

THE MAYOR

TRANSMITTED FOR YOUR CONSIDERATION. PLEASE SEE ATTACHED.

A handwritten signature in blue ink, appearing to read 'Eric Garceiti', is written over the printed name.

ERIC GARCEITI
Mayor

(Ana Guerrero) for

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

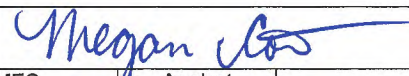
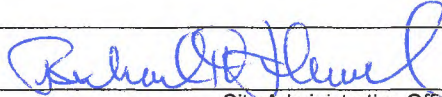
To: The Mayor	Date: May 4, 2018	C.D. No. 12	CAO File No.: 0150-10971-0002
Contracting Department/Bureau: Department of Animal Services		Contact: John Forland (213) 482-9554	
Reference: Transmittal from the Department of Animal Services dated April 17, 2018.			
Purpose of Contract: To provide spay/neuter clinic services to the public and for shelter animals adopted from the West Valley Animal Shelter.			
Type of Contract: (X) New contract () Amendment, Contract No.		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: Heaven on Earth Society for Animals and Latino Alliance for Animal Care Foundation			
Address: P.O. Box 44342, Panorama City, CA 91412			
	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: %			
* Applicable to contracts of \$1,000,000 or more			
Contractor has complied with:		Yes	No
8. Business Inclusion Program		X	
9. Equal Benefits Ordinance		X	
10. First Source Hiring Ordinance		X	
11. Contractor Responsibility Ordinance		X	
12. Slavery Disclosure Ordinance		X	
13. Bidder Certification CEC Form 50		X	
14. Prohibited Contributors (Bidders) CEC Form 55		X	
15. CA Iran Contracting Act of 2010*		X	
16. Arizona Policy		X	

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 Heaven on Earth Society for Animals, Inc. and the Latino Alliance for Animal Care Foundation for spay and neuter services at the West Valley Animal Shelter for a term of three years from the 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 Heaven on Earth Society for Animals, Inc. and the Latino Alliance for Animal Care Foundation (Heaven/LAACF) for spay and neuter services at the West Valley Animal Shelter, located at 20655 Plummer Street, Chatsworth. The term of this contract is three years from the date of execution, with two one-year extension options, for

	
MFC Analyst 04180095	City Administrative Officer

a maximum contract term of five years. The proposed contract amount is not to exceed \$500,000 per year.

On September 1, 2017 the ASD issued a Request for Proposals (RFP) to solicit contract spay/neuter services for the West Valley Animal Shelter, which included posting of the opportunity on the City's Los Angeles Business Assistance Virtual Network (LABVN) system. This is the first RFP issued by ASD for these services at West Valley; however, the Department maintains contracts for spay/neuter clinics at five other Shelters throughout the City. Only one proposal was received as a result of the September 2017 solicitation, that being from Heaven/LAACF. After an evaluation by ASD staff, the Heaven/LAACF proposal was deemed responsive in meeting all required criteria and qualifications. Subsequently, on February 13, 2018, the Board of Animal Services Commissioners (Commission) reviewed and approved the ASD recommendations to contract with Heaven/LAACF for the operation of the West Valley Animal Shelter Spay/Neuter Clinic

Previously, this space was utilized by Department for veterinary staff. In early 2017, construction was completed on an area within the Shelter to relocate City operations, freeing up space at this shelter for a private veterinary clinic to offer general, low-cost veterinary care to the community as well as spay and neuter services to the Department. Department staff was relocated to another area of the shelter and will continue to perform various specialized services including animal intake, health assessment, and treatment of diseased shelter animals.

Under the proposed agreement, Heaven/LAACF 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 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 Heaven/LAACF is unable to accommodate all of the Shelter's spay/neuter needs. Heaven/LAACF will also perform spay/neuter surgeries on animals brought to the clinic by members of the public, and may offer microchipping services. It is expected that Heaven/LAACF will perform approximately 30 surgeries per day consisting of both shelter animals and animals from the public.

Heaven on Earth Society for Animals, Inc. was established in 2008 and currently operates Perry's Place, a cat adoption facility located in North Hollywood. The Latino Alliance for Animal Care Foundation was established in 2012 and provides humane education on healthy pet/owner relationships to low-income and underrepresented communities. Together, Heaven/LAACF have facilitated over 4,000 spay/neuter surgeries and are part of the No-Kill (NKL) Coalition working to end the euthanasia of animals in Los Angeles shelters.

Heaven/LAACF will accept discount coupons (\$30 discount for cats and \$50 discount for dogs and rabbits) and free sterilization certificates (\$70 certificate for cats and \$125 certificate for dogs and rabbits) issued to City residents by the ASD as full payment for spay/neuter surgeries. In consideration of the no-cost use of a city facility, the Department will reimburse Heaven/LAACF at a five percent discounted rate. Heaven/LAACF will be reimbursed at 95-

percent of the rates determined by the Board of Animal Services Commissioners for each spay and neuter surgery performed on Care Center animals and animals sterilized as part of the adoption process. The current approved fee rates at the West Valley Animal Care Center are as follows:

Spay/Neuter Voucher Type	Fee	5% Discount to LAAS	Reimbursement to Heaven/LAACF
Discount Coupon – Cat	\$30	\$1.50	\$28.50
Discount Coupon – Dog or Rabbit	\$50	\$2.50	\$47.50
Free Certificate – Cat	\$70	\$3.50	\$66.50
Free Certificate – Dog or Rabbit	\$125	\$6.25	\$118.75

The total cost for services under the proposed contract is not to exceed \$500,000 per year. 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. Historically, funding has been appropriated from the General Fund to support the Fund; however, due to the high cash balance of the Fund an appropriation was not made in 2017-18. The Fund also receives public donations to support animal sterilization services.

The proposed agreement also includes the use of the facilities at the West 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). Heaven/LAACF is in compliance with the standard provisions for City Contracts.

In accordance with Charter Section 1022, the Personnel Department and the 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 a layoff at the end of the work project.

City facilities that are purchased, constructed, or renovated using proceeds from the sale of bonds or other debt-financing are generally restricted to public benefit use. The proposed contract with a non-profit contractor to provide spay and neuter clinic services at the bond-funded West Valley Animal Shelter does not cause the private use limitations to be exceeded. Tax Counsel has reviewed the proposed contract and confirms that the tax-exempt status of the bonds is not at risk as a result of this proposed contract. The private use analysis is cumulative; therefore, any future contracts must also be reviewed for compliance with the Internal Revenue Service (IRS) requirements to maintain the tax-exempt status of the bonds.

FISCAL IMPACT STATEMENT

Approval of the recommendations will authorize the Los Angeles Animal Services Department to execute a contract with Heaven on Earth Society for Animals, Inc. and the Latino Alliance for

Animal Care Foundation for spay and neuter services at the West 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:MFC:04180095

Attachment

**BOARD OF
ANIMAL SERVICES
COMMISSIONERS**

LARRY GROSS
PRESIDENT

OLIVIA E. GARCIA
VICE PRESIDENT

COMMISSIONERS

ALISA FINSTEN

ROGER WOLFSON

LAYNE DICKER

City of Los Angeles
CALIFORNIA



ERIC GARCETTI
MAYOR

**DEPARTMENT OF
ANIMAL SERVICES**
221 North Figueroa Street
6th Floor, Suite #600
Los Angeles, CA 90012

(888) 452-7381
FAX (213) 482-9511

BRENDA F. BARNETTE
GENERAL MANAGER

TAMMY WATSON
ASSISTANT GENERAL MANAGER
Administration

MELISSA WEBBER
ASSISTANT GENERAL MANAGER
Life-Saving

DR. JEREMY PRUPAS
CHIEF VETERINARIAN

April 17, 2018

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

Attention: Ms. Mandy Morales, Office of the Mayor

**RE: APPROVAL OF AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND
HEAVEN ON EARTH SOCIETY FOR ANIMALS, INC. AND LATINO ALLIANCE FOR
ANIMAL CARE FOUNDATION FOR OPERATION OF THE WEST VALLEY
SPAY/NEUTER CLINIC**

Dear Mayor Garcetti,

At its meeting on February 13, 2018, the Board of Animal Services Commissioners considered and approved an item regarding the execution of an agreement between the City of Los Angeles and Heaven on Earth Society For Animals, Inc. partnering with Latino Alliance for Animal Care Foundation (Heaven/LAACF) to operate the West Valley Shelter Spay/Neuter Clinic. Heaven/LAACF proposes to provide services in four 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 for those residing in the City of Los Angeles. By a vote of 5-0, the Board approved a motion to:

1. **APPROVE** an agreement with Heaven on Earth Society For Animals, Inc. partnering with Latino Alliance for Animal Care Foundation (Heaven/LAACF) pursuant to the attached documents to operate the West Valley Shelter Spay/Neuter Clinic:
2. **AUTHORIZE** Los Angeles Animal Services to transmit the proposed 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 agreement upon receipt of necessary approvals.

"Creating a Humane LA"

AN EQUAL OPPORTUNITY EMPLOYER

Visit our website at www.LAAnimalServices.com

Honorable Eric Garcetti

April 17, 2018

Page 2

In accordance with Executive Directive No. 3, attached for your review and approval is a draft contract between the City of Los Angeles and Heaven on Earth Society for Animals Inc. and Latino Alliance for Animal Care Foundation.

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 West Valley Shelter opened in 2005, but spay/neuter clinic space did not become available until early 2017. The space had been used by our Department veterinary staff until 2017 when construction was completed on the area of the shelter designed for our medical staff, so they moved into that area making the spay/neuter clinic space available. In August 2017 the Department requested approval from the Board to release a Request for Proposals (RFP) to operate the West Valley Shelter Spay/Neuter Clinic. On September 1, 2017, a RFP was released by the Department with a deadline of November 21, 2017 for organizations to submit their proposals. One proposal was received from Heaven/LAACF. The proposal from Heaven/LAACF was evaluated and was determined to meet all criteria and qualifications. The Department and Heaven/LAACF have been negotiating and developing terms and meeting requirements pursuant to the attached agreement. The proposer has also demonstrated experience with the Department as they have worked and interacted with the Department on previous occasions.

Heaven on Earth Society For Animals, Inc., has been in operation since 2008 and currently operates an adoption center in North Hollywood called Perry's Place. Latino Alliance for Animal Care Foundation founded in 2012, provides humane education to low-income families and those in underrepresented communities. Together with Heaven they have facilitated over 4,000 surgeries during the past few years. They are a part of the No-Kill LA (NKLA) Coalition working with organizations such as Best Friends Animal Society, Downtown Dog Rescue, Found Animals Foundation and other organizations currently working with the Department.

FISCAL IMPACT:

There is no fiscal impact to the General Fund.

Please contact John Forland (john.forland@lacity.org) at 213-482-9554 with any additional questions.

Respectfully submitted,



Brenda F. Barnette
General Manager

Attachments



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

City Agreement Number _____

**WITH HEAVEN ON EARTH SOCIETY FOR ANIMALS, INC./LATINO ALLIANCE FOR
ANIMAL CARE FOUNDATION**

To Provide Spay/Neuter and Related Veterinary Services

At the

**West Valley Animal Shelter
Spay/Neuter Clinic
20655 Plummer Street
Chatsworth CA 91311**

City Agreement Number _____

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PERSONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LOS ANGELES
AND HEAVEN ON EARTH SOCIETY FOR ANIMALS, INC. /
LATINO ALLIANCE FOR ANIMAL CARE FOUNDATION

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

To City Agreement Number _____

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is entered into as of July 1, 2018, upon attestation by the Office of the City Clerk ("Execution Date") between the City of Los Angeles ("City"), a municipal corporation, acting by and through the Department of Animal Services ("Department") and the Department of General Services ("GSD") and Heaven On Earth Society For Animals, Inc. ("Contractor"), authorized to do business in the State of California, with regard to the following:

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

WHEREAS, the Contractor was selected pursuant to a Request for Proposals ("RFP") issued by the Department on September 1, 2017 to solicit such services, and Contractor submitted the only proposal in response to the RFP, which proposal was dated November 16, 2017, that met the requirements, and was awarded this Agreement by the Animal Services Board of Commissioners ("Board") on February 13, 2018, according to the terms of the RFP and approved by City Council (Council File No. 18-0150) on _____, 2018; 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 for pets owned by qualifying residents near or in the Los Angeles area; and

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

WHEREAS, the Contractor will accept the fees for spay/neuter surgeries as listed herein or as subsequently approved by the Board of Animal Services Commissioners; and

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

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

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. Barnett
General Manager, Department of Animal Services
221 North Figueroa Street, Suite 600
Los Angeles, California 90012
 2. The representative of GSD shall be the General Manager of that department, or that person's authorized representative, as follows:
Tony M. Royster
General Manager, Department of General Services
111 East First Street, Room 201
Los Angeles, California 90012
 3. The representative of Contractor shall be:
Ritchie Geisel
Executive Director
7342 Fulton Avenue,
North Hollywood, CA 91605
- B. Formal notices, demands, and communications required hereunder by any party shall be made in writing and communicated by U.S. mail, fax, or email.
- C. If the name of the person designated to receive the notices, demands, or communications, or the address of such person is changed, written notice shall be given to the other parties within five (5) business days of said change.
- D. Definitions
- "Authority for Expenditure (AFE)" is a document issued by the Department for a specific service on a shelter animal.
 - "Day of Operation" shall be defined as any day the clinic is open for business as advertised under this Agreement and shall include spay and neuter days, wellness, or other days.
 - "S/N Voucher" can refer to a \$30 Cat Discount Coupon, a \$50 Dog/Rabbit Discount Coupon, a \$70 Cat Free Certificate, or \$125 Dog/Rabbit Free Certificate for Spay/Neuter issued by the Department to sterilize a dog, cat, or rabbit owned by a City of Los Angeles resident.
 - "Neuter" shall mean "castration." "Spay" shall mean "ovariohysterectomy."
 - "Provider" shall mean participating veterinarian.
 - "Sterilization" or "Sterilize" and "surgery" refer to the spay or neuter of an animal and shall include: (a) a physical examination of the animal, (b) all vaccines and anesthesia that your hospital requires during hospitalization or before surgery, and (c) all after-care including suture removal, licking problems, infections, and other normal procedures.

Section II. Term

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 July 1, 2018 to June 30, 2021, 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 renewal options 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 this Agreement, including the value of discount coupons and free certificates reimbursed. This provision shall not mean that the City is required to reach or approach this amount or is obligated or required to provide the total maximum amount of \$500,000 or any set amount in any agreement or fiscal year, or for the full term of this Agreement, but is subject to the availability of funds in the Animal Sterilization Fund of the City of Los Angeles, and to the Contractor's demonstrated capacity to provide spay/neuter services as determined by the Department. The Department may reduce the not-to-exceed amount of \$500,000 in any given year and reallocate these unused funds to other spay/neuter programs or providers, as needed. The Department expects the Contractor to sterilize a minimum of 6,000 dogs and cats per year, once full service is reached.

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

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

Section V. Standard Provisions for City Contracts

Contractor shall comply with all provisions of the City of Los Angeles' Standard Provisions for City Contracts, (Revised 10/17), ("Standard Provisions"), attached as **Exhibit B**, incorporated and made part of this Agreement.

Section VI. Premises

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

West Valley Animal Shelter
20655 Plummer Street
Chatsworth CA 91311

Section VII. Scope of Services

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

A. Surgical Sterilizations

The Contractor shall:

1. A. Perform spay and neuter surgeries on all shelter animals provided by Department during each day of operation and shall reserve an adequate portion of its daily surgeries for shelter animals. It is expected that the typical number of Department animals expected to be spay/neutered by Contractor will be approximately ten dogs of various sizes and breeds and gender, at least five female cats, unlimited male cats and two rabbits.
- B. Coordinate with Department during special events or other occurrences, or when shelter animal occupancy increases near to or meets its capacity. Contractor will make reasonable efforts to accommodate additional surgeries if requested by Department.

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

D. Perform an approximate estimate of 30 surgeries per day consisting of both shelter animals and animals from the public.

2. Perform pre-surgical physical examinations on all surgical candidates to determine if an animal is qualified for surgical treatment.

3. Perform other ancillary medical procedures associated with surgical sterilizations, according to the provisions outlined below:

A. The Contractor will conform to all surgical standards as required by the California Veterinary Medicine Practice Act (CVMPA).

B. Animals deemed unfit or unhealthy by a veterinarian may be rejected for surgical sterilization.

C. Animals that are pregnant, in estrus, cryptorchid, or have any other medical condition outside the scope of a healthy animal sterilization, may be surgically sterilized at the discretion of the Contractor's veterinarian.

D. Owners of older animals that may require pre-surgical, geriatric blood screening may be referred to a private veterinarian prior to sterilization at Contractor's discretion.

E. If during surgery, the animal is discovered to be already sterilized, the same fee that would have been charged for a standard sterilization shall be charged.

B. Microchips

For dogs, cats or rabbits brought in to the Clinic by the public, Contractor shall offer microchips at a price listed on Contractor's price schedule and subject to Department approval. Such price shall not exceed \$15.00. Contractor shall provide the owner (for owned animals) and Department (for shelter animals) with the microchip number. Contractor shall also provide the Department with the microchip number and owner information for the owned animals.

C. Licensing

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

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

The Contractor shall inform dog owners that a license is required by law and encourage and assist owners to obtain a license; and attempt to sell dog licenses or puppy certificates for dogs brought in for veterinary services by persons residing in the City of Los Angeles whose dogs are not licensed. For this service the Contractor may purchase tags at \$2 discount and sell each license at the standard price (or such other amount as determined by the Board of Animal Services Commissioners and approved by the City Council), for each dog license or puppy certificate sold consistent with the guidelines established by the Department. This

Section shall exclude dogs that are adopted from the Shelter and sent to Contractor by the Department for spay/neuter or related services as part of the adoption process.

D. Emergency Medical Treatment

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

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

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

E. Care of Animals

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

F. Release of Animals

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

G. Wellness Clinics

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

H. Optional Services and Additional Fees to the Public

All fees charged by Contractor shall be approved by the Department. Contractor may offer additional services to the public, provided that the written approval is received from the pet owner. Pricing of these services shall be at the Contractor's discretion, subject to Department approval. The Department shall be notified of any price increase desired by Contractor at least 30 days prior to the effective date. No increase shall be effective unless approved by the Department. Once approval has been granted the Contractor shall post the increases and notify the public no less than 14 calendar days before the increases become effective. The notice of new prices shall be posted in a conspicuous place in the Contractor's clinic and if applicable, in its online presence and must indicate the effective date. The Department encourages pricing that maximizes the public's ability to obtain needed services for their pets. Prices approved by the Department are listed on Exhibit D, attached and made a part hereof.

I. Operational Requirements

1. Maintaining a Written Protocol of Procedures

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

2. Days and Hours of Operation

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

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

3. Equipment and Supplies

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

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

4. Equipment Purchase Option

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

5. Cost of Supplies, Services, and Personnel

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

6. Licenses and Permits

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

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

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

7. Hazardous Waste Disposal

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

J. Fees and Payments

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

2. Spay and Neuter Vouchers

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

- a. The S/N Voucher Program is a series of sterilization programs for owned dogs, cats and rabbits belonging to residents of the City of Los Angeles. Residents can qualify for a Voucher from the Department.
- b. Discount Coupon Program is available to all City Residents. The Free Certificate Program is available to City residents with a household incomes at or below the amount set annually by the Department of Housing and Urban Development (HUD) (which was approximately \$43,000 in 2017). Low-income Senior Citizens 62 years of age or older, and those individuals who are low-income and permanently disabled are also eligible for Free Certificates, as long as they are also City residents.
- c. S/N Vouchers are non-transferable, are not valid beyond the expiration date printed on them, and must be presented to Contractor at the time of sterilization. S/N Vouchers may only be used for owned cats and owned dogs, and are not valid for the sterilization of unowned, free-roaming or feral cats. Either a discount coupon or free certificate, but not both, may be used per animal per sterilization. S/N Vouchers cannot be used for any veterinary service other than sterilization, nor in combination with any other program.
- d. Contractor may charge a co-payment from an animal owner using Discount Coupon.
- e. No co-payment or additional fees may be charged to an animal owner who is a City resident using a Free Certificate for sterilization including, but not limited to, uterine infection, pregnant or "in estrus" animals, animals with retained testicles, or animals weighing more than 50 pounds.

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

3. Surgery Discount to Department using City Vouchers and AFEs

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

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

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

- a. No additional fees or co-payments may be charged for the sterilization of shelter animals, including physical examination, routine hospitalization, vaccines, and after-care services such as suture removal, licking problems, infections, and other normal procedures. For owned animals that are obese, geriatric, pregnant, or exhibit uterine infections, in estrus, with retained testicles(s), or hernias, the Contractor shall obtain prior authorization from the adoptive owner before treatment, as part of its standard consent form.
- b. If the Department does not authorize the additional treatment and the Contractor is unable to perform the sterilization of any shelter animal, Department staff will retrieve the animal. Contractor shall absorb all costs of treatment provided without prior approval from the Department.
- c. For animals that have been adopted and are being sent to Contractor from the Department for surgery, but who are deemed by Contractor's veterinarian to be unsuitable for sterilization that day, Contractor shall contact the adopter to explain that the animal is unfit for surgery and to explain why surgery cannot be completed on that day. Contractor will ask the adopter if they would like to pick up the animal and bring it home, or if they no longer want the animal. If the adopter agrees to pick up the animal, Contractor shall inform the Department's medical staff and the shelter, who will issue a D-300 surgery deferral as described in Section 4(c) below. If the adopter advises Contractor that he or she no longer wants the animal, he or she shall be instructed to go to the shelter to process the return, and Contractor shall return the animal to the Shelter. The Department shall not reimburse the adopter or Contractor for veterinarian fees not authorized by the Department in writing prior to the fees being incurred.
- d. For adoption events, animals will be brought in for sterilization with an AFE by Department staff and picked up on the same day of the surgery in accordance with the arrangement made between Contractor and Shelter. Contractor will notify the Shelter where the animal came from if an animal is unfit for surgery and the Department will retrieve the animal from Contractor.

4. Contractor Responsibilities

- a. Contractor shall follow the mandates of the California Veterinary Medicine Practice Act.
- b. Contractor shall report to the Department all deaths of shelter animals that occur under the care and control of the Contractor within five business days by submitting a completed report.
- c. Surgery can be deferred and Contractor shall re-schedule the sterilization, or reject the animal for sterilization if deemed unfit or unhealthy by Contractor. For adopted animals being delivered to the Contractor for sterilization surgery, if surgery is deferred, the Contractor shall bring the animal to the shelter for medical staff to issue a medical deferment ("D300"). The Contractor cannot release the animal to the adopter.
- d. Contractor shall make reasonable efforts to ensure that the person named on the Voucher or AFE is the same person requesting the services, and that the Voucher or AFE has not been transferred.
- e. Contractor has a duty to check, within reason, that Vouchers or AFEs have been issued for no more than three cats or three dogs to any one person or address, and notify the Department of any irregularities.

- f. Contractor shall make reasonable efforts to report any abuse, fraud or suspected abuse or fraud by pet owners.
- g. Contractor shall provide no services, spay/neuter surgeries, or veterinary care of any kind under this Agreement related to "unowned or community" cats including 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.

5. Billing and Record Keeping

- a. Upon completion of sterilization, Contractor shall bill the Department for services rendered by using the Department's online "Vet Portal" system available at anivet.lacity.org. Instructions for the Vet Portal can be located on the website under the "Help" Tab.
- b. To ensure timely payment, the Contractor must follow the procedures below:
 - i. Enter the S/N Vouchers and/or Authority For Expenditures (AFE) into the Vet Portal. The processing of these invoices into the Vet Portal must be completed and submitted online by the 10th of each month. This is to ensure payment for the previous month's surgeries.
 - ii. Submit the original invoices to the Department by the 10th of each month.
 - iii. Place the AFEs in numerical order by the AFE Voucher number, e.g., F18-0000.
 - iv. Place the S/N Vouchers in numerical order by the S/N Voucher number, e.g., F18-0000.
 - v. Maintain photocopies of the original documents in the event an original document cannot be located.

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

- c. The required sections of the S/N Vouchers and/or AFE shall be completed by Contractor and mailed to:

Attn: Accounting Section, Department of Animal Services
221 North Figueroa Street, Suite 600
Los Angeles CA 90012.

Any S/N Vouchers or AFEs submitted without surgery date, or veterinarian's name, or address, or signature will be returned for completion.

- d. Billing must be submitted within 60 days after sterilization services or they will not be honored by the Department. Billings received after the 10th of each month will be processed the following month.
- e. The S/N Vouchers and/or AFEs have no face value until the Contractor completes the work, certifies by signature that the work is completed, and requests payment in the amounts prescribed in this Agreement and in the manner prescribed by the Department.
- f. Original S/N Vouchers and/or AFEs for surgeries performed by Contractor shall be mailed to the address above. A photocopy of the Voucher and/or AFEs shall be retained on file

at Contractor's facility for a minimum of three (3) years. Signed, completed Vouchers and/or AFEs shall serve as proof of each service performed and billed to Department.

- g. All payments are subject to the review and approval of Contractor's full documentation and work performance by the Department.
- h. Department will make all reasonable efforts to pay Contractor each month for services rendered in the previous month as long as original invoices and supporting documentation are received on time as indicated herein.

SPAY/NEUTER PROGRAMS: VOUCHERS AND AUTHORITY FOR EXPENDITURES

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

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

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

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

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

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

The Free Certificate S/N Program is for owned dogs and cats and have a face value of \$70 or \$125. The Free Certificate covers the full cost of sterilization. There shall be no co-payment or additional fees for sterilization, uterine infections, pregnant and in-estrus animals, animals with retained testicle(s), or animals weighing more than 50 pounds. **The Free Certificate is for pet owners only — and does not cover animals that are not owned, such as free-roaming, feral, stray or community cats, dogs, or rabbits.**

K. Code of Ethics

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

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

L. Quality Control

1. Contractor Employee Acceptability

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

2. Quality Assurance

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

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

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

3. Performance Evaluation

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

4. Adequate Stock

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

5. Reporting Requirements

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

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

6. Reporting of Animal Deaths

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

7. Termination

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

8. Insurance - Notice of Cancellation

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

9. Audits

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

Section VIII. Incorporation of Exhibits

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

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

- Equal Benefits Ordinance/First Source Hiring
- Slavery Disclosure

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

- Living Wage documents
- Contractor Responsibility Ordinance
- City Ethics Commission Forms 50, 55, 56
- Iran Contracting Act Form
- Child Support, ADA, Non-Collusion Compliance Forms
- Non-Discrimination, Equal Employment, Affirmative Action Form

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
- Track4LA upload

Section IX. Order of Precedence

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

- This Agreement
- License to Use the Premises of Animal Spay and Neuter Clinic – Exhibit A
- City Standard Provisions for City Contracts (Rev 10/17) – Exhibit B
- West Valley Animal Shelter Floor Plan – Exhibit C
- Approved price list – Exhibit D
- Section VIII attachments – Exhibit E
- RFP
- Contractor's response to the RFP

Section X. Entire Agreement

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

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

Exhibit B – City Standard Provisions of City Contracts (Rev 10/17)

Exhibit C – West Valley Animal Shelter Floor Plan

Exhibit D – Approved Price List of Fees

Exhibit E – 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**

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 _____
Doy S. Lesel, Assistant City Attorney

Date: _____

**ATTEST:
HOLLY WOLCOTT, City Clerk**

By _____
Deputy City Clerk

Date: _____

AS West Valley S-N Cnfr 4th Draft 4.11.18

Los Angeles City Business Tax License Number _____

IRS Taxpayer Identification Number _____

City Agreement Number _____

Council File Number _____

Heaven On Earth Society For Animals, Inc.

By Ritchie Geisel
Ritchie L. Geisel, Executive Director

Date 4-17-18

Latino Alliance For Animal Care Foundation

By Jose Sandoval
Jose Sandoval, Founder

Date 4-17-18