


0150-11225-0000

**TRANSMITTAL**

TO The Council	DATE 06/07/19	COUNCIL FILE NO. --
FROM The Mayor	COUNCIL DISTRICT --	

**Proposed Agreement between the Department of Animal Services & the L.A. Zoo and Idexx Laboratories, Inc., for Diagnostic Laboratory Testing Services**

Transmitted for your consideration. The Council has 60 days from the date of the receipt to act, otherwise the contract will be deemed approved pursuant to Los Angeles Administrative Code Section 10.5(a). See the attached City Administrative Officer report.

  
\_\_\_\_\_  
MAYOR

(Ana Guerrero) for

RHL:BYO:04190179

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

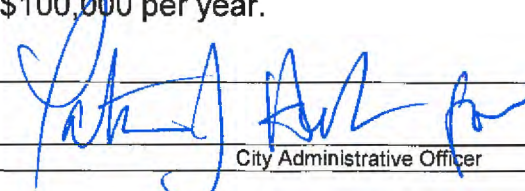
To: The Mayor	Date: 05-24-19	C.D. No. --	CAO File No.: 0150-11225-0000				
Contracting Department/Bureau: Department of Animal Services and L.A. Zoo		Contact: Christina Gomez, (213) 482-9574					
Reference: Transmittal from the Board of Animal Commissioners dated August 16, 2018; supplemental information received on May 17, 2019							
Purpose of Contract: To provide diagnostic laboratory testing services.							
Type of Contract: (X) New contract ( ) Amendment		Contract Term Dates: July 1, 2018 through June 30, 2021 with the option of three additional years in one-year increments for a total of six years.					
Contract/Amendment Amount: Amount not to exceed \$100,000/year							
Proposed amount \$100,000/year + Prior award(s) \$0 = Total amount not to exceed \$100,000/year							
Source of funds: General Fund							
Name of Contractor: Idexx Laboratories, Inc.							
Address: One Idexx Drive, Westbrook, Maine 04092							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program		X	
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested	X			11. Slavery & Border Wall Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: 0%				14. California Iran Contracting Act of 2010			X

**RECOMMENDATION**

That the City Council, subject to the approval of the Mayor, authorize the General Manager of the Department of Animal Services, or designee, to negotiate and execute the proposed Professional Services Agreement for the Department of Animal Services and L.A. Zoo with Idexx Laboratories, Inc., for diagnostic laboratory testing services. The term of the Agreement is from July 1, 2018 through June 30, 2021 with the option of three additional years in one-year increments for an amount not to exceed \$100,000 per year, subject to the review and approval of the City Attorney as to form.

**SUMMARY**

The Department of Animal Services (ASD) and L.A. Zoo request authority to execute a Professional Services Agreement with Idexx Laboratories, Inc., (Idexx) for diagnostic laboratory testing services. City Veterinary staff will utilize these services during medical treatment to test the blood, tissue, and fecal samples of animals in animal care shelters and the L.A. Zoo, helping staff determine the presence of disease, infection, extent of injury, or cause of death. The term of the contract is from July 1, 2018 through June 30, 2021, with the option for three additional years in one-year increments for a total of six years. The Agreement includes a compensation limit of \$50,000 per year for both the ASD and L.A. Zoo for a total amount not to exceed \$100,000 per year.

			
BYO	Analyst	0150-11225-0000	City Administrative Officer

The proposed Professional Services Agreement would be the second contract executed between the two Departments and Idexx. Previously, the ASD released a Request for Bids (RFB) in June 2010 and received two bids, one from Antech Diagnostics, Inc., and one from Idexx. The ASD staff evaluated both bids and determined that Idexx met the City's requirements and offered the best and lowest overall costs. Consequently, the ASD executed a contract, C-120033, with Idexx, which had a term of January 17, 2012 through June 30, 2018. In anticipation of the contract expiring, the ASD released a RFB on December 2017 and received a single bid from Idexx. Idexx was determined to have met or exceeded all evaluation criteria and the Board of Animal Services Commissioners awarded a non-exclusive agreement with Idexx on March 27, 2018. The ASD and L.A. Zoo staff worked together to develop the proposed Professional Services Agreement.

A Charter Section 1022 Determination was performed by the Personnel Department, which concluded that City employees do not have the expertise to perform the requested work. Although the City has Veterinarians, Zoo Veterinarians, Chief Veterinarians, and Veterinarian Technicians whose duties include performing laboratory exams on animals, the City does not have a civil service classification whose core function and specialty is veterinary pathology.

In accordance with Executive Directive 14 – Villaraigosa series, the ASD reports that the Mayor's Office approved a Business Inclusion Program waiver on December 5, 2017. In accordance with the Los Angeles Administrative Code Section 10.5(b)2, Council approval of the proposed Agreement is required because the cumulative term of the contract exceeds three years.

#### **FISCAL IMPACT STATEMENT**

There is no additional General Fund appropriation that is required. The amount expended for these services shall not exceed \$50,000 per year for both the ASD and L.A. Zoo for a total amount not to exceed \$100,000 per year. Funding for this contract has already been provided and is available in each Department's Contractual Services Account. Execution of this contract complies with the City's Financial Policies in that contract expenditures will be limited to the use of approved budgeted funds.

*RHL:BYO:04190179*

Attachment

**BOARD OF  
ANIMAL SERVICES  
COMMISSIONERS**

LARRY GROSS  
PRESIDENT

OLIVIA E. GARCIA  
VICE PRESIDENT

COMMISSIONERS

ALISA FINSTEN

ROGER WOLFSON

VACANT

**City of Los Angeles**  
CALIFORNIA



**ERIC GARCETTI**  
MAYOR

**Attachment**  
**DEPARTMENT OF  
ANIMAL SERVICES**  
221 N. Figueroa Street  
6<sup>TH</sup> 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  
Lifesaving

DR. JEREMY PRUPAS  
CHIEF VETERINARIAN

August 16, 2018

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

The 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: REVIEW AND APPROVAL OF AGREEMENT BETWEEN THE CITY OF LOS ANGELES  
AND IDEXX LABORATORIES, INC. FOR DIAGNOSTIC LABORATORY TESTING  
SERVICES FOR THE DEPARTMENT OF ANIMAL SERVICES AND THE ZOO**

Dear Mayor Garcetti,

At its meeting on May 22, 2018, the Board of Animal Services Commissioners considered and approved a request to execute an agreement between the City of Los Angeles and Idexx Laboratories, Inc. to provide diagnostic laboratory services for three years (with three one-year renewal options) for Department of Animal Services and the City Zoo.

The Board directed Department staff to forward the proposed agreement to the Office of the Mayor for approval, in accordance with Executive Directive No. 3, and concurrently to the City Attorney for approval as to form and legality, and subsequently to the City Council for approval. In accordance with Executive Directive No. 3, attached for your review and approval is the final contract between the City of Los Angeles and Idexx Laboratories, Inc.

"Creating a Humane LA"

AN EQUAL OPPORTUNITY EMPLOYER

Visit our website at [www.LAAnimalServices.com](http://www.LAAnimalServices.com)

SUBJECT: Transmittal to Mayor and Council  
REQUEST REVIEW & APPROVAL OF AGREEMENT WITH IDEXX LABORATORIES, INC. FOR  
DIAGNOSTIC LABORATORY TESTING SERVICES

---

**BACKGROUND:**

Idexx Laboratories provides services to test blood, tissue and fecal samples to determine presence of disease or infection, extent of injury, or cause of death for the purposes of maintaining overall animal health and wellbeing. City veterinary staff use diagnostic laboratory testing services during the course of their medical treatment of animals in our Animal Care Shelters and at the Zoo.

The proposed agreement will allow the Zoo to continue to purchase these services from IDEXX at the same prices and under the same terms as the Department of Animal Services. Zoo veterinary and administrative staff collaborated with our Department to prepare a Request for Bids (RFB) and develop terms of this agreement.

The new Agreement (attached) will provide for a three-year term with three one-year renewal options. These are the same terms and services currently being provided by IDEXX under Citywide contract C-120033. The new Agreement also allows the Zoo to continue to purchase these services from the same contractor at the same prices and under the same terms as the Department of Animal Services. This helps maintain low prices. Department and Zoo staff jointly developed the Agreement, prices lists and service requirements.

**FISCAL IMPACT:**

General Fund: The Department of Animal Services spends about \$15,000 per year and the LA City Zoo spends about \$30,000 per year to procure these services. Future expenditures are anticipated to continue at this same level except for small periodic increases due to inflation. Funds are available in each of the departments' budgets to cover these expenditures.

The current contract is being extended until this new contract can be executed. Therefore, we would appreciate expedited consideration. Please contact John Forland ([john.forland@lacity.org](mailto:john.forland@lacity.org)) at 213-482-9554 with any additional questions.

Respectfully submitted,



Brenda F. Barnette  
General Manager

cc: Megan Cottier, City Administrative Officer

Attachments



# City of Los Angeles Department of Animal Services

## PERSONAL SERVICES AGREEMENT

TO PROVIDE DIAGNOSTIC LABORATORY TESTING SERVICES  
TO THE DEPARTMENT OF ANIMAL SERVICES  
AND THE LOS ANGELES ZOO

City Agreement Number: \_\_\_\_\_

## TABLE OF CONTENTS

Section	Page	
I	Representatives of the Parties	3
II	Term	4
III	Maximum Expenditure	4
IV	Purchases by other Departments	4
V	Standard Provisions for City Contracts (Revised 03/09)	4
VI	Scope of Services	4
	A. Diagnostic Laboratory Testing	4
	B. Service Requirements	4
	C. Staffing and Operations	5
	D. Prices and Billing	6
VII	Miscellaneous Provisions	6
	A. Termination	6
	B. Insurance	7
VIII	Successors and Assigns	7
IX	Force Majeure	7
X	Severability	7
XI	Disputes	7
XII	Incorporation of Exhibits	8
XIII	Entire Agreement	8
	Signatures	9

AGREEMENT BETWEEN THE CITY OF LOS ANGELES  
AND  
IDEXX LABORATORIES, INC. / IDEXX DISTRIBUTION, INC.

TO PROVIDE DIAGNOSTIC LABORATORY TESTING SERVICES

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is entered into as of the date the Office of the City Clerk attests this Agreement ("Execution Date") between the City of Los Angeles ("City"), a municipal corporation, acting by and through the Department of Animal Services ("Department"); and Idexx Laboratories, Inc. ("Contractor"), authorized to do business in the State of California, with regard to the following:

WHEREAS, City-employed veterinarians care for and treat animals housed in the Department's Animal Care Centers and the Los Angeles Zoo ("LA Zoo"), and in the course of that treatment require occasional laboratory testing services; and,

WHEREAS, The City's Department of Animal Services and LA Zoo have obtained these services from a vendor under a City-wide agreement through the City of Los Angeles, Department of General Services ("GSD"); and GSD is now directing user departments to establish their own service agreements for this service upon expiration of the current GSD service agreement;

WHEREAS, The Department released a Request for Bids (RFB) in June 2010; received a responsive bid from Contractor, and the Board of Animal Service Commissioners awarded a non-exclusive agreement to Contractor that was approved by Council (CF11-1752) on November 18, 2011, and an agreement (C-120033) was executed on January 17, 2012 that expired on June 30, 2018; and,

WHEREAS, The Department released a Request for Bids (RFB) for this service on December 12, 2017; received a responsive bid from Contractor which met the City's requirements, and the Board of Animal Services Commissioners awarded a non-exclusive agreement to Contractor on March 27, 2018, and approved by Council (CF # ) on , for a three year term with three one-year options to renew.

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:

General Manager or designated representative, Department of Animal Services  
221 North Figueroa Street, Suite 500  
Los Angeles, California 90012  
Phone: (213) 482-9558  
Fax: (213) 482-9511

2. The representative of the Contractor shall be:  
Scott P. Hamilton, Vice President  
IDEXX Laboratories, Inc. / IDEXX Distribution, Inc.  
One IDEXX Drive  
Westbrook, Maine 04092

- 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 a period of (3) years from July 1, 2018 through June 30, 2021, with three (3) one-year renewal options, at the sole discretion of the City.

**Section III. Maximum Expenditure**

Payment to the Contractor by the City shall not exceed \$100,000 during each of the City's Fiscal Years (defined as July 1 through June 30). Of this amount, payment to the Contractor by the Department of Animal Services shall not exceed \$50,000 during each of the City's Fiscal Years, and payment to the Contractor by the L.A. Zoo shall also not exceed \$50,000 during each of the City's Fiscal Years. In no event shall the Department of Animal Services and the L.A. Zoo be required to reach or approach these amounts in payments to Contractor.

**Section IV. Purchases by Other City Departments**

Other City departments, such as the LA Zoo, may elect to purchase services from Contractor under this Agreement. Contractor shall furnish services to other City departments accordingly, under the terms provided in 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 10-17v.3) ("Standard Provisions"), attached hereto and incorporated herein as Exhibit A. In the event of any inconsistency between the Standard Provisions and this Agreement, this Agreement shall be deemed controlling.

**Section VI. Scope of Services**

**A. Diagnostic Laboratory Testing**

Contractor shall provide Diagnostic Laboratory Testing, as requested by the City, on blood samples, tissue samples, and other samples taken by the Department from animals under the Department's care and control and provided to Contractor. The testing services required by the City include, but are not limited to:

- Small animal profiles/ special tests
- Equine profiles/ special tests
- Bovine profiles/ special tests
- Avian, reptile, small mammals profiles/special tests
- Cytology, histopathology, and related services
- Microbiology, serology, and toxicology
- Common test combinations
- Individual diagnostic tests
- Necropsies (limited offerings)

A list of common tests required by the Department is attached and incorporated herein as Exhibit B, Common Diagnostic Laboratory Tests.

**B. Service Requirements**

**1. Picking up samples**

From the Department of Animal Services:

- When requested, the Contractor shall pick up samples from any of the Animal Services locations listed in Exhibit C, List of Department of Animal Services locations, attached and incorporated herein. If request is made in the morning, Contractor shall pick up sample that same day. If request is made in the evening, Contractor shall pick up sample the following morning.
- Contractor will provide emergency or "Stat" pickup if requested (understood that this may incur an additional charge). Emergency pickup requires that the sample be picked up within 90 minutes of being requested and is processed immediately upon arrival to the lab. The lab will then notify the City of those results immediately with a target time of 4 hours (for routine testing) from initial request.

From the Los Angeles Zoo:

- The L.A. Zoo requires one (1) routine evening pick-up daily Monday through Sunday. In addition, the Contractor will provide a morning pick-up on any given day when requested at no extra charge. The L.A. Zoo address is 5333 Zoo Drive, Los Angeles, California 90027
- Contractor will provide emergency or "Stat" pickup if requested (understood that this may incur an additional charge). Emergency pickup requires that the sample be picked up within 90 minutes of being requested and is processed immediately upon arrival to the lab. The lab will then notify the City of those results immediately with a target time of 4 hours (for routine testing) from initial request.

## 2. Deliverables

Contractor shall be required to:

- Report routine blood work results as follows:
  - For morning pick up: results available by 6:00pm the same day as the pick up.
  - For evening pick up: results available by 8:00am the following morning.
- Provide lab results on-line via internet. Will also provide reasonable data security such that appropriate measures are put in place to protect data from unauthorized access.
- Maintain routine accounts and contacts with various diagnostic facilities for exotics (to subcontract tests that are not immediately available through Contractor).
- Routinely run MICs on all aerobic bacterial cultures utilizing sensitivity drugs as selected by the Departments.
- Provide and maintain a fax machine to the L.A. Zoo; said fax machine shall be used by the L.A. Zoo solely to receive and send reports from and to Contractor. L.A. Zoo shall provide the ink cartridges and paper for this fax machine. Contractor shall ensure that the L.A. Zoo is provided with a fax machine at all times throughout the term of the Agreement, and shall ensure that the fax machine remains in good working order at all times. Contractor shall have fax machine repaired when needed, or shall replace fax machine if it becomes inoperable and repairs are not feasible or practical. If fax machine is temporarily inoperable or is removed from the L.A. Zoo for repairs and is intended to be returned to the L.A. Zoo after repairs, Contractor must arrange for a temporary loaner fax machine to be provided to the L.A. Zoo during the entire time that the original fax machine is being repaired. Contractor shall provide this fax machine, loaner fax machines, and any repairs or replacement of said fax machines at its sole cost.
- Lab should also have the capacity to send final reports electronically.
- Provide all collection and submission supplies for samples (forms, bags, slides, slide containers, all blood tubes, culturettes, etc.).

## C. Staffing and Operations

Contractor shall be required to:

- Have a minimum of ten (10) years experience providing services within clinical pathology, microbiology, histology, cytology, and serology departments.
- Maintain on staff Board-certified specialist(s) in Veterinary Clinical Pathology for diagnostic analysis and consultation for laboratory result review. This person must be proficient at reading exotic species pathology to include but not limited to reptilian, avian, amphibian, and fish

samples. Staffing must also include Board-certified Veterinarians with ACVP, ABVP, ACVIM, and ACVD specialties and full-time licensed Medical Technologists.

- Operate 24 hours.
- Use state-of-the-art equipment with approved reagents and controls that are the same or equivalent to major human laboratories.
- Subscribe to quality assurance and proficiency programs such as VLA Quarterly, SCE EQUAS, Bio-RAD's QC on Call, R&D QC Program, Trinity Biotech Reliant C Program, or their equivalents.
- Conduct standardized internal proficiency testing and training on a regularly scheduled basis, and provide results to Department upon request.
- Allow departments to conduct pre-arranged inspections of Contractor facilities if requested.
- Provide professional seminars for continuing education credits for staff and clients.

## **D. Prices and Billing**

### **1. Prices**

- Prices of services shall be according to the Contractor Price List, attached and incorporated herein as Exhibit D Schedule 1 – 2018 Special Pricing. Tests not listed in this Schedule at the time this Agreement is signed may be added to Schedule D upon mutual agreement of the CONTRACTOR and both Departments.
- All other services not listed on Exhibit D are provided at list price
- A list of current prices may be obtained at any time by contacting Contractor.
- Pricing included in Exhibit D may be subject to an annual price increase which will be capped at 5%. All other services not listed in Exhibit D may be subject to the normal price increase.
- Contractor shall not charge separately for pick up and delivery (other than "stat" requests), nor for reports requested by City.
- All costs associated with providing tests, reports, Internet posting, faxing, printing, shipping, and all other related costs shall be borne by Contractor.

### **2. Billing**

Contractor shall establish separate accounts for each City Department. Upon completion of services, Contractor shall bill each City Department separately for said services.

Contractor shall remit invoices for services provided to the Department of Animal Services to:

Department of Animal Services  
221 N. Figueroa Street, Suite 600  
Los Angeles, California 90012

Contractor shall remit invoices for services provided to the L.A. Zoo to:

Los Angeles Zoo  
Attention: Health Center  
5333 Zoo Drive  
Los Angeles, California 90027

Invoices must include the following:

- a. Date of invoice
- b. Name, address, and phone number of Contractor
- c. Invoice number
- d. Quantity, unit price, and description of each service
- e. Dates services were provided
- f. Patient name and identifier for which service was provided
- g. Account number
- h. Current PO number
- i. Reference to this Agreement
- j. Total amount payable
- k. Signature of Contractor's authorized personnel

All payments are subject to Department review and approval of Contractor's documentation and work.

## **Section VII. Miscellaneous Provisions**

### **A. Termination**

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

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

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

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

### **B. Insurance**

The Contractor shall acquire and maintain the insurance coverage and liability limits for this Agreement as listed in Exhibit E, "Insurance Requirements." Evidence of coverage shall be provided according to the City's "Instructions And Information On Complying With City Insurance Requirements," included in Exhibit E. Contractor's insurance shall be approved by the City of Los Angeles, City Administrative Officer, Risk Management Division, and shall be recorded on TRACK4LA prior to start of services.

## **Section VIII. Successors and Assigns**

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

## **Section IX. Force Majeure**

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

## **Section X. Severability**

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

## **Section XI. Disputes**

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

**Section XII. Ratification**

At the request of the City, and because of the need therefor, Contractor has begun performance of the services specified herein prior to execution of this Agreement. The City acknowledges the services previously performed by the Contractor and ratified the Contractor's performance of said services to the extent said services were performed in accordance with the terms and conditions of this agreement.

**Section XII. Incorporation of Exhibits**

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

Exhibit A, Standard Provisions for City Contracts (Rev. 10-17)

Exhibit B, Common Diagnostic Laboratory Tests

Exhibit C, List of Department of Animal Services Locations

Exhibit D, Contractor Price List

Exhibit E, Insurance Requirements

**Section XIII. Entire Agreement**

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

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

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

By \_\_\_\_\_  
Brenda F. Barnette, General Manager

Date: \_\_\_\_\_

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

By \_\_\_\_\_  
Dov S. Lesel, Assistant City Attorney

Date \_\_\_\_\_

**ATTEST:  
HOLLY L. WOLCOTT, City Clerk**

By \_\_\_\_\_  
Deputy City Clerk

Date \_\_\_\_\_

**IDEXX Distribution, Inc.**

By \_\_\_\_\_  
George J. Fennell, Vice President

Date \_\_\_\_\_

Los Angeles City Business Tax License Number 002530966-0002-5

IRS Taxpayer Identification Number 35-2186625

City Agreement Number \_\_\_\_\_

Council File Number \_\_\_\_\_

**EXHIBIT D**

Attachment

**2018 CONTRACT PRICE LIST - CONSOLIDATED (Zoo Animal Services)**

<b>Code</b>	<b>Description</b>	<b>Contract Price</b>
1	Health check	\$47.79
11	Large-Animal Profile/Equine Screen/CBC (H6)/Ruminant Profile	\$50.38
18	add-on FeLV	\$9.89
22	T4, Total Add-on	\$16.72
24	FeLV/FIV	\$28.07
37	Total Health with Urinalysis	\$45.61
42	Health check follow-up	\$44.65
46	Health check Plus	\$55.80
52	Liver Panel 26	\$26.63
54	Feline Combo Profile	\$58.92
56	Coagulation Panel 1	\$36.11
66	Canine Autoimmune Profile	\$67.48
74	Feline Combo Plus	\$70.43
75	Total Health Plus	\$53.28
90	Feline Senior Profile	\$75.95
92	Urinalysis with UPC	\$35.89
111	Chem 25 with IDEXX SDMA Test	\$33.04
119	ACTH level (endogenous)	\$49.11
124	Amylase and Lipase	\$17.70
136	Comprehensive Reptile Chemistry	\$43.33
137	Avian/Exotic CBC and Plasma Protein	\$24.75
142	Reptilian/Amphibian Comprehensive Profile	\$55.72
147	Reptilian/Amphibian Mini Profile	\$38.02
148	Small-Mammal Comprehensive Panel	\$43.34
149	Small-Mammal Comprehensive Profile	\$55.90
156	Small-Mammal Mini Profile	\$46.06
182	Thyroids Panel 7	\$53.26
200	Albumin	\$12.56
204	Bilirubin, Fraction	\$11.89
208	Calcium	\$12.86
215	Glucose	\$12.86
223	protein electrophoresis serum	\$51.53
225	ALT	\$12.86
245	Fructose Assay	\$58.87
258	Bile Acids (Single Sample)	\$24.99
300	CBC, Comprehensive	\$20.62
303	Coombs (37 C) Canine/Feline	\$33.63
309	Platelet Count	\$13.52
316	Equine Comprehensive CBC	\$35.05
321	Avian CBC	\$22.00
324	PT (Prothrombin Time) and PTT (Partial Thromboplastic Time)	\$32.39
356	Chlamydia (chlamydia) Antigen by ELISA Add-on	\$44.29
358	Exotic CBC + RBC	\$19.58

**EXHIBIT D**

Attachment

**2018 CONTRACT PRICE LIST - CONSOLIDATED (Zoo Animal Services)**

<b>Code</b>	<b>Description</b>	<b>Contract Price</b>
375	CBC, Standard	\$13.27
400	Aerobic Culture (ID and Susceptibility)	\$45.90
401	Aerobic & Anaerobic Cultures	\$58.93
402	Gram Stain Direct Add-on to Culture	\$5.47
405	Fungal Culture	\$39.06
406	Blood Culture (One Time point)	\$66.64
408	Acid-Fast Stain for Mycobacteria	\$36.90
427	Aerobic Culture ID Only	\$30.39
435	Aerobic Culture (ID and Susceptibility) - Avian/Reptilian	\$56.73
501	Ova & Parasites	\$14.60
508	Giardia/Cryptosporidium by ELISA - Mammals	\$58.78
511	Ectoparasite Exam/ Parasite ID	\$42.07
513	Giardia	\$26.94
514	Cryptosporidium AG ELISA	\$38.83
600	Cytology without Microscopic Description (1 Site) - Priority	\$41.88
601	Biopsy w/Mico description	\$52.00
605	Cytology with Microscopic Description (1 Site) - Priority	\$55.15
608	Priority Biopsy W/O desc	\$60.33
706	Coccidiamycosis, screen and titer	\$35.80
707	Equine Infectious Anemia	\$19.30
710	FCV/FIP specific Elisa	\$33.60
713	Parvovirus antigen	\$31.62
723	Heartworm Antigen by ELISA- Canine	\$8.98
729	Chlamydophila (Chlamydia) Antigen by ELISA	\$44.29
737	IgA (canine)	\$55.21
743	Calicivirus Antibody titer	\$68.63
758	Distemper Antibody	\$46.47
780	Canine Senior Comprehensive Plus	\$62.97
800	Cortisol	\$30.42
803	Free T3	\$27.22
804	T4	\$22.32
849	Free T4 (RIA)	\$41.63
850	Free T4 Add-on - Canine/Feline	\$33.83
851	Thyroid Panel 2 - Canine /Feline	\$42.54
865	Senior Screen	\$61.26
871	Recheck Avian profile	\$37.34
885	Feline Comprehensive	\$65.90
886	Total Health Plus Profile with T3 and Free T4	\$65.90
887	Feline Comprehensive with Free T4 and T3	\$83.43
900	Fluid Analysis with Cytology - Cerebrospinal Fluid (CSF)	\$54.75
905	Fluid Anal (with cytol)	\$46.20
906	Fluid Analysis with Cytology - Synovial/Joint	\$57.74
907	Fecal Occult Blood	\$22.32

**EXHIBIT D**

Attachment

**2018 CONTRACT PRICE LIST - CONSOLIDATED (Zoo Animal Services)**

<b>Code</b>	<b>Description</b>	<b>Contract Price</b>
910	Urinalysis	\$14.25
934	Comprehensive Ehrlichia Profile	\$67.92
949	Chlamydia Antibody	\$51.42
994	Urine Profile/Creatine Ratio	\$32.39
1001	digoxin	\$37.72
1002	lead	\$78.09
1013	Total Health	\$47.82
1029	selenium	\$49.16
1039	FIV	\$25.29
1045	FelV AG +FIV AB add-on	\$20.95
1113	Vet Screen	\$40.31
1163	Total Health with Triglycerides	\$47.29
1237	Heartworm Antigen by ELISA-Feline	\$13.90
1238	Heartworm Antibody (feline)	\$34.64
1253	Thyroid profile 1	\$34.70
1257	Feline Comprehensive with Toxoplasma	\$93.07
1271	Chem 21 with IDEXX SDMA Test	\$30.63
1272	Adult Wellness	\$39.76
1357	Avian Blood Lead	\$62.42
1370	Triglycerides and Cholesterol	\$19.93
1394	Urine culture and sensitivity	\$56.75
1405	Tetanus Antitoxin	\$115.27
1434	Trace metals	\$77.54
1444	Zinc	\$78.09
1467	Chem 27 with IDEXX SDMA Test, Free T4, T3 and T4	\$53.26
1519	O&P + giardia + cryptosporidium	\$72.43
1600	Chem 27 IDEXX SDMA Test and Triglycerides	\$50.53
1704	Equine Protozoal Myeloencephalitis (EPM) by Western Blot (Serum)	\$54.74
1724	Trace Element Screen-Exotics	\$75.81
1881	ACTH, Endogenous-Equine	\$62.14
1887	Feline Comprehensive with Free T4	\$68.76
1988	Anaerobic/Aerobic & Fungal Cultures	\$93.77
2025	Large-Animal Profile 4	\$35.89
2157	Trypsin-Like Immunoreactivity(TLI), Cobalamin (Vitamin B12) and Folate Feline	\$72.44
2176	Geriatric Profile	\$79.19
2250	Large-Animal Profile 4	\$35.10
2265	Distemper antigen	\$36.07
2286	West Nile Virus Antibody by SVN-Avian	\$50.94
2309	Coagulation Profile with D-Dimer	\$73.07
2338	Total Health Profile with Spec cPL Test-Canine	\$60.57
2376	Health Check Plus Profile with Spec cPL Test-Canine	\$68.55

**EXHIBIT D**

Attachment

**2018 CONTRACT PRICE LIST - CONSOLIDATED (Zoo Animal Services)**

<b>Code</b>	<b>Description</b>	<b>Contract Price</b>
2377	Total Health Plus Profile with Spec cPL Test- Canine	\$66.03
2463	Fecal O&P, Giardia by ELISA	\$15.01
2499	Total Health Plus with T3, Free T4 and Spec cPL Canine	\$78.66
2524	Canine Respiratory Panel	\$58.25
2570	Bile Acids add-on	\$19.53
2617	Rabbit Respiratory Profile	\$99.76
2628	leptospirosis PCR	\$22.31
2630	Cryptosporidium spp. RealPCR Test	\$27.78
2701	Skin Biopsy (STND w/desc)	\$65.77
2702	Standard Biopsy w/ desc 2	\$81.44
2711	Mini Written Biopsy	\$54.55
2732	ADRChek Profile Plus with Spec fPL Test-Feline	\$68.55
2747	Feline Senior Profile with Spec fPL	\$88.70
2772	Total Health Plus Profile with Cardiopet proBNP test-Canine	\$78.74
2773	Health Check Plus Profile with Cardiopet proBNP Test-Feline	\$81.26
2778	Total Health with Spec fPL-Feline	\$60.57
2779	Total Health Plus Profile with Spec fPL Test-Feline	\$66.03
2780	Feline Comprehensive with Free T4, T3 and Spec fPL	\$96.19
2787	Avian Comprehensive Profile	\$49.20
2793	Avian Standard Chemistry	\$24.14
2794	Avian Mini Profile	\$36.11
2801	Cytology	\$57.80
2816	Healthchekplus w/ Lab 4Dx plus	\$65.63
2852	Comprehensive Avian Chemistry	\$27.99
2918	Electrolyte and Trace Nutrient Panel with Vitamin E	\$96.06
2920	Feline Comprehensive with Spec fPL	\$78.66
3013	Hematocrit	\$13.14
3022	Geriatric Profile w/FT4ED	\$79.08
3026	Cryptococcus spp. RealPCR Test	\$41.67
3040	Aerobic and Fungal Culture	\$84.53
3075	Sendout Parasite Identification-Exotic/Zoo Animal	\$33.57
3105	Aspergillus Panel-Avian	\$76.41
3106	Aspergillus	\$43.50
3129	Total Health Plus with Cardiopet proBNP-Feline	\$78.47
3133	Total Health with Cardiopet proBNP-Feline	\$73.28
3139	Total Health Plus with Cardiopet proBNP, Free T4, and T3-Feline	\$91.36
3140	Total Health Plus with Free T4, Spec fPL, T3-Feline	\$78.66
3142	Total Health Plus with Free T4, Spec cPL and T3 Canine	\$78.66
3146	Feline Comprehensive with Cardiopet proBNP	\$91.36
3149	Feline Senior Profile with Cardiopet proBNP	\$101.41
3150	Feline Comprehensive with Cardiopet proBNP, Free T4, and T3	\$108.90
3153	Total Health Plus with Cardiopet proBNP and Spec fPL -Feline	\$91.50
3154	HealthChek Plus with Cardiopet proBNP and spec fPL- Feline	\$94.02

**EXHIBIT D**

Attachment

**2018 CONTRACT PRICE LIST - CONSOLIDATED (Zoo Animal Services)**

<b>Code</b>	<b>Description</b>	<b>Contract Price</b>
3229	Thyroid Panel with FT4ED-Equine	\$53.26
3263	Total Health with Cardiopet proBNP and Spec fPL-Feline	\$86.04
3265	Canine Distemper Quant PCR/ELISA	\$45.17
3269	Clostridium Perfringens Enterotoxin	\$48.17
3336	Chlamydophila (Chlamydia) Panel-Avian	\$52.09
3370	Feline Senior Profile with Cardiopet proBNP and Spec fPL	\$114.17
3442	Rabbit Serology Profile	\$63.63
3544	Uveitis RealPCR Panel - Feline	\$37.49
3565	Ringworm (Dermatophyte) RealPCR Panel	\$23.15
3566	Equine Endocrine Profile with Endogenous ACTH	\$82.19
3569	Canine Lepto Panel PCR/ELISA	\$31.79
3590	Total Health Plus Profile with Cardiopet proBNP Test and Spec cPL Test - Canine	\$91.50
3606	Total Health Plus Profile with Spec fPL Test and Triglycerides - Feline	\$66.03
3685	Ringworm PCR + Fungal Cult	\$37.28
3731	Canine Influenza Combo	\$41.33
4011	Anaerobic culture (Organism ID) Add-on	\$58.93
4021	Fecal Enteric Pathogen Culture 1	\$42.45
4022	Fecal Enteric Pathogen Culture 1 with Campylobacter	\$58.37
4035	Urine Culture and MIC	\$45.90
4051	Fungal Culture Add-on	\$36.66
4081	Acid-Fast Stain for Mycobacteria Add-on	\$31.26
4088	Cryptosporidium by Acid-Fast Stain-Avian/Reptilian	\$37.72
4091	Gram Stain Add-On to a Profile	\$19.93
5141	Cryptosporidium Antigen by ELISA - Mammals Add-on	\$38.83
6082	Priority Biopsy W/O desc 2	\$84.31
7001	Antinuclear Antibody (ANA) by IFA (Canine/Feline) Add-on	\$26.59
7155	Toxoplasmosis IGG/IGM	\$65.99
7231	Heartworm Antigen by ELISA - Canine Add-on	\$8.98
7233	Heartworm Antigen by ELISA - Canine (3 or More)	\$8.98
7244	Lab 4Dx	\$14.15
8001	Cortisol Add-on	\$30.42
8499	FREE T4 (equil. dialysis)	\$43.22
8509	FREE T4 (by ED) add-on	\$39.15
9101	Urinalysis Add-on	\$14.25
12371	Heartworm Antigen by ELISA-Feline-Add-on	\$13.90
13701	Triglycerides and Cholesterol Add-on	\$19.93
20111	Trypsin-like Immunoreactivity	\$53.23
24639	Fecal O&P w Gia/H/R/W ag	\$17.87
27891	Protein Electrophoresis, Plasma Avian Add-on	\$45.11
40127	Aerobic and Anaerobic Cultures (ID Only)	\$38.83
69000	Clinical Path (necropsy abbr)	\$185.40
119999	Large-Animal Profile-Standard CBC	\$43.03

**EXHIBIT D**

Attachment

**2018 CONTRACT PRICE LIST - CONSOLIDATED (Zoo Animal Services)**

<b>Code</b>	<b>Description</b>	<b>Contract Price</b>
379999	Total Health with Urinalysis-Standard CBC	\$38.26
469999	HealthChek Plus Profile - Standard CBC	\$48.45
549999	Feline Combo Profile - Standard CBC	\$51.57
759999	Total Health Plus Profile-Standard CBC	\$45.93
909999	Feline Senior Profile - Standard CBC	\$68.60
1499999	Small Mammal Profile	\$48.90
2309999	Coagulation Profile with D-Dimer-Standard CBC	\$65.72
3169999	Equine Standard CBC	\$27.70
8859999	Feline Comprehensive Profile - Standard CBC	\$58.55
8869999	Total Health Plus Profile with T3 and Free T4 - Standard CBC	\$58.55
8879999	Feline Comprehensive with Free T4 and T3 Standard CBC	\$76.08
10139999	Total Health	\$40.47
11639999	Total Health with Triglycerides - Standard CBC	\$39.94
12579999	Feline Comprehensive with Toxoplasma-Standard CBC	\$85.72
12729999	Adult Wellness-Standard CBC	\$32.41
18879999	Feline Comprehensive with Free T4-Standard CBC	\$61.41
22509999	Large-Animal Profile 4-Standard CBC	\$27.75
23389999	Total Health Profile with Spec cPL Test (Canine) Standard CBC	\$53.22
23769999	Health Check Plus Profile with Spec cPL Test (Canine) - Standard CBC	\$61.20
23779999	Total Health Plus Profile with Spec cPL Test (Canine) - Standard CBC	\$58.68
24999999	Total Health Plus with T3, Free T4, and Spec cPL (Canine) - Standard CBC	\$71.31
27329999	ADRChek Profile Plus with Spec fPL Test (Feline) Standard CBC	\$61.20
27479999	Feline Senior Profile with Spec fPL -Standard CBC	\$81.35
27729999	Total Health Plus Profile with Cardiopet proBNP test (Canine) - Standard CBC	\$71.39
27739999	HealthChek Plus Profile with Feline Cardiopet proBNP Test-Standard CBC	\$73.91
27789999	Total Health with Spec fPL (Feline) - Standard CBC	\$53.22
27799999	Total Health Plus Profile with Spec fPL test (Feline)- Standard CBC	\$58.68
27809999	Feline Comprehensive with Free T4, t3 and Spec fPL-Standard CBC	\$88.84
29209999	Feline Comprehensive with Spec fPL-Standard CBC	\$71.31
31299999	Total Health Plus with Feline Cardiopet proBNP-Standard CBC	\$71.39
31339999	Total Health with Feline Cardiopet proBNP Standard CBC	\$65.93
31399999	Total Health Plus with Cardiopet proBNP (Feline) Free T4 and T3 Standard CBC	\$84.01
31409999	Total Health Plus with Free t4, Spec fPL (Feline) and T3 Standard CBC	\$71.31
31429999	Total Health Plus with Free T4, Spec cPL (canine) and T3	\$71.31
31469999	Feline Comprehensive with Cardiopet proBNP-Standard CBC	\$84.01
31499999	Feline Senior Profile with Cardiopet proBNP-Standard CBC	\$94.06
31509999	Feline Comprehensive with Cardiopet proBNP, Free T4, and T3 Standard CBC	\$101.55
31539999	Total Health Plus with Cardio pet proBNP and spec fPL (Feline) Standard-CBC	\$84.15

**EXHIBIT D**

Attachment

**2018 CONTRACT PRICE LIST - CONSOLIDATED (Zoo Animal Services)**

<b>Code</b>	<b>Description</b>	<b>Contract Price</b>
31549999	HealthChek Plus with Cardiopet proBNP and spec fPL (Feline) -Standard CBC	\$86.67
32639999	Total Health with Cardiopet proBNP and Spec fPL (Feline) Standard CBC	\$78.69
33709999	Feline Senior Profile with Cardiopet proBNP and Spec fPL - Standard CBC	\$106.82
35909999	Total Health Plus Profile w/ k9 Cardiopet proBNP Test and Spec cPL Test - Standard CBC	\$84.15
36069999	Total Health Plus Profile with Spec fPL test and Triglycerides (Feline - Standard CBC)	\$58.68
357	T4 by RIA add-on	\$17.85

Changes in the above pricing will be subject to approval by the Departments and Contractor prior to becoming effective. The price increase in any one line item shall not exceed 5%. Tests not listed in this Schedule may be added at a mutually agreed upon price by CONTRACTOR and the Departments. CONTRACTOR shall not increase any price without prior written approval of the Departments. The Department and Zoo shall be provided at least 30 days to review requested price increases.