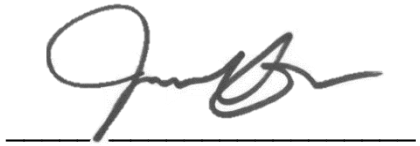
0150-11875-0002

TRANSMITTAL

TO	DATE	COUNCIL FILE NO.
The Council	10/09/2025	21-0392
FROM		COUNCIL DISTRICT
The Mayor		8

Proposed Second Amendment to Contract No.143847 with the American Society for the Prevention of Cruelty to Animals, to provide spay/neuter and related veterinary services at the Chesterfield Square Animal Services Center

Transmitted for further processing.
See the City Administrative Officer report attached.



MAYOR
(Jenny Delwood for)

MWS:JNR:04260045

CAO 649-d

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: 09-26-2025	C.D. No. 8	CAO File No.: 0150-11875-0002
Contracting Department/Bureau: Animal Services		Contact: Sharon Lee, (213) 482-9554	
Reference: Transmittal from the Board of Animal Services Commissioners dated September 3, 2025.			
Purpose of Contract: To operate the Chesterfield Square Animal Services Center spay and neuter clinic.			
Type of Contract: ( ) New contract (X) Amendment, Contract No. 143847	Contract Term Dates: One-year extension from July 1, 2025 through June 30, 2026.		
Contract/Amendment Amount: $350,000 Proposed amount $350,000 + Prior award(s) $1,400,000 = Total $ 1,750,000			
Source of funds: Animal Sterilization Trust Fund, Fund No. 842			
Name of Contractor: American Society for the Prevention of Cruelty to Animals (ASPCA) Address: 520 8th Avenue, 7th Floor, New York, NY 10018			

	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. 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 Council, subject to the approval of the Mayor, authorize the General Manager of the Department of Animal Services, or designee, to execute the Second Amendment to Contract No. 143847 between the Animal Services Department and American Society for the Prevention of Cruelty to Animals to operate the Chesterfield Square Animal Services Center spay and neuter clinic from July 1, 2025 through June 30, 2026, for an amount not to exceed $350,000.

SUMMARY

The Animal Services Department (Department) requests authority to execute the First Amendment to Contract No. 143847 with American Society for the Prevention of Cruelty to Animals (Contractor), to operate the Chesterfield Square Animal Services Center spay and neuter clinic. The Second Amendment will extend the term of the agreement from July 1, 2025 through June 30, 2026 for an amount not to exceed $350,000.

On February 19, 2020, the Department released a Request for Qualifications (RFQ) to solicit Statements of Qualifications for the on-call spay/neuter services list, which includes on-site spay/neuter clinic operations, mobile spay/neuter clinic operations, and spay/neuter support services. On September 22, 2020, the Board of Animal Services Commissioners (Board) approved the Department's pre-qualified lists by spay/neuter service category based on the responses received. The Board

JNR	Analyst	04260045	City Administrative Officer

authorized the Department to release a Task Order Solicitation (TOS) to the pre-qualified list as new contracts became available, and the Mayor's Office approved the release of the TOS for the Chesterfield Square Animal Services Center on March 15, 2021. The Department completed the TOS process on March 30, 2021 and selected American Society for the Prevention of Cruelty to Animals for the service contract. On June 1, 2021, Council approved the execution of a new management contract with the Contractor, Contract No. 143847, for the operation of the Chesterfield Square Animal Services Center for a three-year term from July 1, 2021 through June 30, 2024, with two one-year options to extend. On August 27, 2024, Council approved the first amendment with the Contractor, which extended the contract term to June 20, 2025.

Under the proposed Agreement, the Department will allow the Contractor the use of its on-site clinic facilities to perform spay and neuter surgeries on dogs, cats, and rabbits. The Contractor is required to participate in all Department spay and neuter programs including: Pre-release, Post-release, and Pre-Adoption spay and neuter programs for animals within City shelters and the Discount and Free Sterilization Voucher programs, which includes the Citywide Cat Program for services to Los Angeles residents. The Contractor is required to ensure that sterilization surgeries of animals provided by the Department are prioritized over all other surgeries performed at the Clinic and that an adequate portion of its daily surgery schedule is reserved for Department-provided animals.

The Department will reimburse for eligible services rendered based on the rates outlined in Table 1. Surgery Reimbursement Rates. The Contractor shall also provide a discount equal to five-percent of the City-approved fees for spay and neuter surgeries performed on animals provided from the Department under the Pre-Release, Post-Release, and Pre-Adoption programs, as provided in Table 2. Surgery Discount Rates on the following page.

Table 1. Surgery Reimbursement Rates

Spay/Neuter Type	Reimbursement Rate
Discount Coupon for Cats	$30.00
Discount Coupon for Dogs & Rabbits	$50.00
Free Certificate for Cats	$120.00
Free Certificate for Dogs	$195.00
Certificate for Rabbits	$125.00
Authority for Expenditure for Cats	$70.00
Authority for Expenditure for Dogs & Rabbits	$125.00
Citywide Cat Program Voucher	$70.00

Table 2. Surgery Discount Rates

Surgery Type	Board-Approved Fee	Discount Rate
Cats	$70.00	$35.00
Dogs	$125.00	$62.50
Rabbits	$125.00	$62.50

The Agreement further outlines the average minimum estimated daily number of surgeries to be performed by the Contractor as provided below in Table 3. Minimum Daily Surgeries. The total number of surgeries performed on a given day varies widely depending on demand from new adoptions and from the public.

Table 3. Minimum Daily Surgeries

Animal	Average Daily Minimum
Dogs	10
Cats (female)	5
Cats (male)	Unlimited
Rabbits	2

The Contractor will also provide additional low-cost veterinary services to the public at the prices listed in Exhibit 5 of the Agreement. Any changes to the types of services, pricing, and other information listed in the Pricing Sheet shall require the Department's advanced written approval and such a request must be made at least 30 days prior to the effective date of the new pricing or other changes.

Funding for this contract is provided through the Animal Sterilization Trust Fund, which is funded through the City budget process, as well as through licensing fees, adoption fees, and donations. The Fund is administered by the General Manager of the Department of Animal Services in accordance with Los Angeles Administrative Code Section 5.199. Eligible expenditures from the Fund include providing animal sterilization services to residents of the City of Los Angeles who meet applicable program eligibility requirements.

Prior to the execution of the initial agreement, a Charter Section 1022 Determination was completed by the Personnel Department and the City Administrative Officer, which found that there are City employees that have the expertise to perform this work; however, since the work assignment exceeds staffing availability, it is more practicable to provide these services through a contract service provider.

In accordance with the Los Angeles Administrative Code Section 10.5(b)(2), Council approval of the proposed amendment is required as the term exceeds three years and the annual expenditure under this agreement exceeds the established contract exemption limit of $200,130 for 2025-26. To the best of our knowledge, the Contractor has complied with all standard provisions for City contracts. The Agreement has been reviewed and approved by the City Attorney as to form.

FISCAL IMPACT STATEMENT

Approval of the recommendation in this report will have no additional impact on the General Fund. All spay and neuter service costs are funded through the Animal Sterilization Trust Fund and sufficient funding for this purpose is available therein.

FINANCIAL POLICIES STATEMENT

The recommendation stated in this report is in compliance with the City's Financial Policies in that budgeted funds are used for intended purposes, and ongoing revenues are used for ongoing expenditures.

MWS:JNR:04260045

Attachment

BOARD OF ANIMAL SERVICES COMMISSIONERS

ALISON McBETH-FEATHERSTONE
PRESIDENT

OLIVIA E. GARCIA
VICE PRESIDENT

COMMISSIONERS

JAMES JENSVOLD

ALEXANDER KASENDORF

YVETTE SMITH

City of Los Angeles

CALIFORNIA

KAREN BASS
MAYOR

DEPARTMENT OF ANIMAL SERVICES
221 N. Figueroa Street
6TH Floor, Suite #600
Los Angeles, CA 90012

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

ANNETTE G. RAMIREZ
INTERIM GENERAL MANAGER

CURTIS R. WATTS
ASSISTANT GENERAL MANAGER
Administration

DR. JEREMY PRUPAS
CHIEF VETERINARIAN

September 3, 2025

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

To Legislative Coordinator, Office of the Mayor

RE: EXECUTIVE DIRECTIVE NO. 3 REVIEW FOR THE SECOND AND FINAL ONE-YEAR EXTENSION FOR AGREEMENT C-143847 WITH AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS FOR THE OPERATION OF THE CHESTERFIELD SQUARE ANIMAL SERVICES CENTER SPAY AND NEUTER CLINIC

In accordance with the Mayor's Executive Directive No. 3, attached for your review is the second and final one-year extension for contract C-143847 with American Society for the Prevention of Cruelty to Animals (ASPCA) for the operation of the Chesterfield Square Animal Services Center Spay and Neuter Clinic.

The extension has been reviewed by the City Attorney as to form.

The following information is provided to assist with your review of the proposed contract. Should you have questions or need additional information regarding this request, please contact Sharon Lee, Senior Management Analyst II, at (213) 482-9554.

General Information		
Item	**Information Requested**	**Information Provided**
1	Title	Second Amended and Restated Agreement Between The City of Los Angeles and ASPCA to Operate the Chesterfield Square Animal Services Center Spay and Neuter Clinic
2	Customer	City of Los Angeles, Department of Animal Services
3	Customer Address	Chesterfield Square Animal Services Center

		1850 W. 60th Street Los Angeles, CA 90047
4	Purpose	To Operate the Chesterfield Square Animal Services Center Spay and Neuter Clinic
5	Term	7/1/25-6/30/26 (final option to extend)
6	Amount of Compensation	Not to exceed $350,000 (annually)
7	New Contract or Amendment?	Amendment
8	Source of Funds	Animal Sterilization Fund
9	Council Approval	June 1, 2021 (C.F. 21-0391)
10	Appropriated Funds Available?	Yes
11	Names of Proposers and scores	Task Order Solicitation to List of Pre-Qualified Service Providers
12	RFP Advertisement Date	February 19, 2020 (RFQ #38862)
13	Funding compliance with City Financial Policies?	N/A
14	Additional information showing necessity to contract with contractor.	N/A
15	Approved by Board of Commissioners	September 22, 2020 (Three-Year Contract) May 28, 2024 (Amendment No. 1) August 26, 2025 (Amendment No. 2)
Compliance with City Contracting Requirements		
1	Charter Section 1022	Yes
2	Risk Management Insurance Requirements	Yes
3	Standard Provisions	Yes
4	Business Inclusion Program	Waived
5	EBO/FSHO Compliance	Yes
6	DO Compliance	Yes
7	CRO Compliance	Yes
8	City Attorney Review	Approved by Steve Houchin
9	Percent of Workforce Residing in the City	N/A
10	MLO Bidder's Certification Form	Yes

SUBJECT: EXECUTIVE DIRECTIVE NO. 3 REVIEW FOR THE SECOND AND FINAL ONE-YEAR EXTENSION FOR AGREEMENT C-143847 WITH AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS FOR THE OPERATION OF THE CHESTERFIELD SQUARE ANIMAL SERVICES CENTER SPAY AND NEUTER CLINIC

Respectfully submitted,



Annette G. Ramirez
Interim General Manager

c: Jacqueline Reyes, Office of the City Administrative Officer

Attachment: Second Amended and Restated Agreement with American Society for the Prevention of Cruelty to Animals to Operate the Chesterfield Square Animal Services Center Spay and Neuter Clinic

AGR:SCL:JBG

BOARD OF ANIMAL SERVICES COMMISSIONERS

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INTERIM GENERAL MANAGER

CURTIS R. WATTS
ASSISTANT GENERAL MANAGER
Administration

DR. JEREMY PRUPAS
CHIEF VETERINARIAN

Report to the Board of Animal Services Commissioners

MEETING DATE: August 26, 2025

PREPARED BY: Sharon Lee

REPORT DATE: August 19, 2025

TITLE: Senior Management Analyst II

SUBJECT: **APPROVE SECOND AMENDED AND RESTATED PERSONAL SERVICES AGREEMENT (CONTRACT NO. C-143847) BETWEEN THE CITY OF LOS ANGELES AND THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, INC. TO PROVIDE SPAY/NEUTER AND RELATED VETERINARY SERVICES AT THE CHESTERFIELD SQUARE ANIMAL SERVICES CENTER SPAY/NEUTER CLINIC**

BOARD ACTION RECOMMENDED:

1. **APPROVE** the proposed Second Amended and Restated Personal Services Agreement (Contract No. C-143847) between the City of Los Angeles and the American Society for the Prevention of Cruelty to Animals, Inc. (ASPCA) to provide spay/neuter and related veterinary services at the Chesterfield Square (aka South Los Angeles) Animal Service Center (SLA), in substantially the form attached as Attachment 1;

2. **DIRECT** staff to transmit the approved agreement to the Office of the Mayor and subsequently to the City Council for approval, and to the City Attorney for approval as to form; and

3. **AUTHORIZE** the General Manager to execute the proposed Agreement upon receipt of the necessary approvals.

BACKGROUND AND SUMMARY:

The Department of Animal Services (Department) released a Request for Qualifications (RFQ) #38862 on February 19, 2020 to establish a list of on-call spay/neuter services providers (List). The Animal Services Board of Commissioners (Board) approved the List on September 22, 2020 and authorized the Department to enter into spay/neuter and related services agreements from said List. ASPCA submitted a successful Statement of Qualifications in response to the RFQ and was included on the List. ASPCA submitted a successful response to a Task Order Solicitation (TOS) issued by the

Department to said List on March 22, 2021. The TOS process and Agreement were approved by the City Council on June 1, 2021, for a three-year term with two one-year options to extend, for a total of five years at the sole discretion of the Department (C.F. No. 21-0392).

The Department entered into a Contract Number C-143847 with ASPCA to provide services at the SLA Clinic, effective July 1, 2021. The initial Agreement term expires on June 30, 2024. The Department then exercised its first option to extend the Agreement through June 30, 2025. The Department is now exercising its final option to extend the Agreement through June 30, 2026.

Although the Department employs veterinarians and veterinary technicians who have the expertise to perform spay/neuter surgeries, time constraints and workloads attributed to the treatment and care of all animals entering its Animal Services Centers prevent staff from performing these surgeries. Approval of the proposed agreement will allow the Department to continue to provide convenient onsite spay/neuter and other veterinary services at its SLA Clinic, help to facilitate the pet adoption process, and provide spay/neuter services for City residents participating in the City's discount and free certificate program.

FISCAL IMPACT:

There is no fiscal impact to the General Fund as all spay/neuter costs are paid through the Animal Sterilization Fund which is funded through licensing and adoption fees, annual budgetary allocations, and donations.

Approved:



Annette G. Ramirez, Interim General Manager

Attachment

BOARD ACTION:

X	Passed	Disapproved	
	Passed with noted modifications	Continued	
	Tabled	New Date	

City of Los Angeles
Department of Animal Services

SECOND AMENDED AND RESTATED

PERSONAL SERVICES AGREEMENT

WITH AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS (ASPCA)

To Provide Spay/Neuter and Related Veterinary Services

At the

Chesterfield Square Animal Service Center
Spay/Neuter Clinic
1850 West 60th Street
Los Angeles, California 90047

City Contract Number: C-143847

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SECOND AMENDED AND RESTATED
PERSONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LOS ANGELES
AND AMERICAN SOCIETY FOR THE PREVENTION
OF CRUELTY TO ANIMALS (ASPCA)

TO PROVIDE SPAY/NEUTER AND RELATED SERVICES AT THE
CHESTERFIELD SQUARE ANIMAL SERVICE CENTER SPAY/NEUTER CLINIC

THIS PERSONAL SERVICES AGREEMENT ("Agreement") is entered into by and 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 the American Society for the Prevention of Cruelty to Animals ("Contractor" or "ASPCA"), which is authorized to do business in the State of California, with regard to the following:

WHEREAS, the Department desires Contractor to provide spay/neuter surgeries and related veterinary services at the Chesterfield Square Animal Service Center ("Service Center") by operating a Spay/Neuter Clinic ("Clinic") at the Service Center; and

WHEREAS, the Contractor was placed on a pre-qualified list of on-call service providers pursuant to Request for Qualifications ("RFQ") #38862 issued by the Department on February 19, 2020 to solicit such services, Contractor submitted a successful Statement of Qualifications and bid in response to a Task Order Solicitation ("TOS") issued by the Department to said list on March 22, 2021, and was authorized to be awarded this Agreement by the Animal Services Board of Commissioners ("Board") on September 22, 2020; and

WHEREAS, authorization to enter into this Agreement was approved by the Board on September 22, 2020 through the TOS process at the sole discretion of the Department and approved by Los Angeles City Council on June 1, 2021 (C.F. 21-0392); and

WHEREAS, the City entered into an agreement with the Contractor for the above-referenced services with an initial three-year term from July 1, 2021 to June 30, 2024, with an option to renew for two additional one-year terms ("Original Agreement"); and

WHEREAS, the First Amended and Restated Personal Services Agreement, effective July 1, 2024, extended the Original Agreement for one year from July 1, 2024 to June 30, 2025; and

WHEREAS, this Agreement, effective July 1, 2025, extends the term for one additional year from July 1, 2025 to June 30, 2026 and restates the entire Agreement to reflect all amendments; and

WHEREAS, the Contractor will continue providing spay/neuter services for cats, dogs, and rabbits that are adopted from the Service Center, as well as to pets owned by qualifying residents of the City of Los Angeles; and

WHEREAS, operating the Clinic will benefit the public by augmenting the Department's ability to provide spay/neuter services to adopters and residents in the City of Los Angeles; 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 has executed an attached license agreement, which is a slightly revised version of the license agreement attached to the First Amended and Restated Personal Services Agreement, and Contractor shall be subject to the terms of the license agreement; and

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

Section I. Representatives of the Parties, Service of Notice and Definitions

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

The representative of the City shall be the General Manager of the Department, or that person's authorized representative, as follows:

Annette G. Ramirez, Interim General Manager
Department of Animal Services
221 North Figueroa Street, Suite 600
Los Angeles, California 90012
Email: annette.ramirez@lacity.org
Email: ani.contracts@lacity.org

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
Email: Melody.Mccormick@lacity.org

The representative of Contractor shall be:

Jocelyn Kessler, Vice President
American Society for the Prevention of Cruelty to Animals (ASPCA)
424 East 92nd St.
New York, New York 10128
Email: jocelyn.kessler@aspca.org

2. Formal notices, demands, and communications required hereunder by any party shall be made in writing and communicated by U.S. mail or email.

3. If the name, address, or contact information of the person designated to receive the notices, demands, and communications changes, written notice shall be given to the other parties within five business days of said change.

4. Definitions

For the purposes of this Agreement, the following words and phrases are defined and shall be construed as hereinafter set forth:

"Authority for Expenditure" or "AFE"	A document issued by the Department to facilitate payment for specific sterilization

	services on City Animals or animals adopted from the City.
"Citywide Cat program Voucher" or **"CCP Voucher"**	A voucher, in an amount approved by the Los Angeles City Council, for the sterilization of a Free-Roaming cat in a colony or area located in the City of Los Angeles.
"City Animal"	A unowned dog, cat, or rabbit that is in the City's custody and care and available for adoption.
"D-300"	A document issued by the Department for dogs, cats, and rabbits adopted from the Department that cannot be spayed or neutered at the time of their adoption due to medical conditions. The D-300 defers the surgery to a specific date.
"Day of Operation"	Any day the Clinic is open for business as advertised under this Agreement, including spay and neuter days, wellness, or other days.
"Discount Coupon"	A discount coupon issued to City of Los Angeles residents by the Department for the sterilization of an Owned Animal, in an amount approved by the Los Angeles City Council. Discount Coupons may be used to cover full or partial cost of sterilization off the Clinic's regular cost of sterilization.
"Free Certificate"	A free certificate issued to low-income City of Los Angeles residents by the Department for the sterilization of an Owned Animal, in an amount approved by the Los Angeles City Council. The Free Certificate covers the full cost of sterilization.
"Free-Roaming Cat"	Unowned roaming cats, including feral and stray cats.
"Neuter" or "Neutering"	The surgical castration of animal testicles.
"Owned Animal"	A cat, dog, or rabbit owned by a member of the public who resides in the City of Los Angeles but excludes any Free-Roaming Cat, stray animal, or animal in the custody and care of an animal rescue or adoption organization.
"Post-Release Animal"	A dog, cat, or rabbit adopted from the Department by a new owner, but that cannot

	be spayed or neutered at the time of adoption due to a medical condition and released to new owner with a D-300.
"Pre-Adoption Animal"	A City Animal that is being sterilized prior to the animal's adoption and transfer to a new owner.
"Pre-Release Animal"	A dog, cat, or rabbit adopted from the Department by a new owner and transported by Department staff to the Clinic for sterilization surgery prior to release to the new owner.
"Spay" or "Spaying"	The surgical removal of animal ovaries and/or uterus, also known as an ovariohysterectomy.
Sterilization," **"Sterilize" and "Surgery"**	The Spaying or Neutering of an animal. All sterilizations shall include: (a) a physical examination of the animal, as described in this Agreement, (b) all vaccines and anesthesia required during hospitalization or before surgery, (c) all after-care including suture removal, licking problems, infections, and other normal procedures as set forth in this Agreement.
"Voucher"	A Discount Coupon or a Free Certificate issued to a Los Angeles resident by the Department for the sterilization of an Owned Animal, or a CCP Voucher issued by the Department for the sterilization of a Free-Roaming Cat.

Section II. Term

Unless terminated earlier pursuant to provision PSC-9 of the City of Los Angeles' Standard Provisions for City Contracts (Revised 1/25, v.2) ("Standard Provisions"), which is attached as Exhibit 1 and incorporated herein as set forth in Section V of this Agreement, the term of this Agreement shall be extended from its current expiration date of June 30, 2025 to a new expiration date of June 30, 2026.

Section III. Allocation – Maximum Amount of Payment

Payment to Contractor by the City shall not exceed $350,000 per each 12-month period of this Agreement. This provision shall not mean that the City is obligated or required to provide the total maximum amount of $350,000 or any set amount in any Agreement year, or for the full term of this Agreement. Payment for any services under this Agreement is subject to Contractor's compliance with the terms and conditions of this Agreement, and also subject to the availability of funds in the Animal Sterilization Fund of the City of Los Angeles and the Contractor's demonstrated capacity to provide services under this Agreement.

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

Contractor shall comply with all provisions of the License to Use the Premises of Animal Spay and Neuter Clinic ("License"), which is attached as Exhibit 2 and 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 1/25, v.2), ("Standard Provisions"), which is attached as Exhibit 1 and incorporated and made part of this Agreement.

Section VI. Premises

The premises at which Contractor shall operate the Clinic and perform services pursuant to this Agreement is located at the following location:

Chesterfield Square Animal Service Center
1850 West 60th Street
Los Angeles, CA 90047

This premises is further described in the "Animal Service Center Spay/Neuter Clinic Floorplan," which is attached as Exhibit 3 and incorporated and made part of this Agreement.

Section VII. Scope of Services

The Contractor shall be the sole operator of the Clinic and shall operate the Clinic according to all federal, state, and local laws; shall provide sterilization and related veterinary medical services for City Animals Owned Animals, and Free Roaming Cats as described herein; shall provide all staffing, equipment, and supplies required to operate the Clinic; shall obtain all permits, licenses, and registrations required to operate the Clinic; and shall coordinate with Department staff to provide these services, as stipulated herein. In particular, the services to be provided are as follows:

A. Spay/Neuter and Related Veterinary Services

1. Participation in Department Spay/Neuter Programs

Contractor shall participate in all Department Spay and Neuter Programs for the sterilization of dogs and cats eight weeks of age or older and 1.8 pounds or heavier, and of rabbits, by accepting Department-issued Vouchers or AFEs to perform sterilization surgeries on dogs, cats, and rabbits. The Department will reimburse the Contractor the face value of Vouchers and AFEs as set forth in Section VIII of this Agreement.

a. **The Pre-Release Spay/Neuter Program** is for dogs, cats, and rabbits adopted from the Department and transported by the Department staff to the Contractor for sterilization surgery prior to release to the animals' adoptive owner. Department will provide Contractor with an AFE at the time of surgery for future reimbursement of eligible services. Pre-Release Animals shall be picked up from the Contractor by the adoptive owner at a designated time set by Contractor. Surgery arrangements shall be made between Contractor and Department based upon number of animals requiring sterilization and hours of drop-off to the Clinic.

b. **<u>The Post-Release Spay/Neuter Program</u>** is for dogs, cats, and rabbits adopted from the Department, but due to medical reasons, are issued a D-300 because they cannot be sterilized at the time of adoption. The adoptive owner will later bring the Post-Release Animal to the Contractor for sterilization surgery as specified in the D-300. The adoptive owner will provide an AFE to the Contractor at the time of surgery for future reimbursement of eligible services.

c. **<u>The Pre-Adoption Spay/Neuter Program</u>** is for dogs, cats, and rabbits that are being sterilized for special events. The Department will transport Pre-Adoption Animals to the Contractor for sterilization surgery and provide Contractor with an AFE for future reimbursement of eligible services. Contractor shall make Pre-Adoption Animals available for pick up on the same or following day after the surgery, in accordance with the arrangement made between Contractor and Department. Surgery arrangements are made between Contractor and Department based upon the number of animals requiring sterilization and hours of drop-off to the Clinic.

d. **<u>The Discount Coupon Spay/Neuter Program</u>** is for Owned Animals that are presented for sterilization with a Discount Coupon. Discount Coupons may be used to partially cover the cost of Contractor's regular sterilization fee.

e. **<u>The Free Certificate Spay/Neuter Program</u>** is for Owned Animals that are presented for sterilization with a Free Certificate. 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.

f. **<u>The Citywide Cat Program Spay/Neuter Program</u>** is for Free-Roaming Cats that have been trapped within the City of Los Angeles. The Citywide Cat Program Voucher covers the full cost of sterilization. No co-payment or additional fees for sterilization, uterine infections, pregnancy, estrus, and retained testicle(s) shall be charge. **Owned cats do not qualify for this Program.**

2. Fees to the Public

a. Any fees charged by Contractor to members of the public for sterilization, microchipping, vaccinations, or any other services shall be in accordance with the prices listed in the Contractor's pricing sheet ("Pricing Sheet"), attached hereto as Exhibit 5 and incorporated and made part of this Agreement, and only as otherwise authorized under this Agreement.

b. Any changes to the types of services, pricing, and other information listed in the Pricing Sheet shall require the Department's advanced written approval. Contractor shall make such request at least 30 days prior to the effective date of the new pricing or other changes. If approved, Contractor shall post a notice informing the public of any new pricing or services in a conspicuous place in the Clinic and, if applicable, on Contractor's website. The notice shall indicate the effective date of any new pricing. The Department encourages pricing that maximizes the public's ability to obtain needed services for their pets.

3. Surgical Sterilization Metrics and Standards

Subject to Contractor's right to reject animals as set forth herein, the Contractor shall:

a. Ensure that sterilization surgeries of animals provided by the Department are prioritized over all other surgeries performed at the Clinic.

b. Perform sterilization surgeries on all animals provided by Department during each day of operation and shall reserve an adequate portion of its daily surgery schedule for Department-provided animals.

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

Animal	Typical Daily Minimum:
Dogs - any breed **and** eight weeks and two lbs.	10
Female Cats - any breed **and** eight weeks and two lbs.	Five
Male Cats - any breed **and** eight weeks and two lbs.	Unlimited
Rabbits (any breed, size, or gender)	Up to Two

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

d. Not reject animals provided by Department for sterilization without just cause and prior notification to Department, provided that just cause shall include Contractor's available resources, including, but not limited to, trained personnel, to provide the sterilization surgeries and the ability to safely handle any animal, in each case, in Contractor's discretion.

e. Perform sterilization surgeries on cats and dogs that are eight weeks and older and weigh two pounds or more.

f. Perform pre-surgical physical examinations on all surgical candidates to determine if an animal is qualified for surgical treatment to the extent such animal can be safely handled or safely sedated for an examination in the Contractor's sole discretion.

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

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

- Animals deemed unfit, unhealthy, or unable to be safely handled by a veterinarian may be rejected for surgical sterilization. For a Pre-Release Animal, Contractor must notify the Department immediately if an animal is deemed unfit or unhealthy for surgical sterilization and the reasons for this determination. The Contractor will allow the Department to transport the animal back to the Service Center for issuance of a D-300. Contractor shall not release any non-sterilized animal to an adoptive owner until a D-300 is issued by the Department.

- Animals that are pregnant, in estrus, cryptorchidic, 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.

- Owned Animals of advanced age may require pre-surgical geriatric blood screening. If Contractor has no capability of conducting a required blood screening, Contractor may decline to perform the sterilization and refer the owner to another veterinarian for blood screening or sterilization services and refer the owner to the Department's list of veterinarians that participate in the Department's Spay/Neuter Voucher Program (available at https://www.laanimalservices.com/spay-and-neuter)

- 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.

4. Microchips

For Owned Animals brought into the Clinic by the public, Contractor shall offer microchips at a price listed on Contractor's Pricing Sheet. Contractor shall provide the microchip number to the owner of an Owned Animal. Contractor shall also provide the Department with the microchip number and owner information for all Owned Animals.

5. 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 for dogs brought in for veterinary services by persons residing in the City of Los Angeles whose dogs are not licensed. This shall exclude dogs that are adopted from the Department and sent to Contractor by the Department for sterilization or related services as part of the adoption process.

6. 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

animal 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. Contractor shall retain responsibility and care for the animal until the complication is abated.

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 animal owner if the emergency is determined to be related to or caused by the sterilization surgery.

Charges for emergency medical treatment for Owned Animals in the care and control of the Contractor pursuant to a Voucher but not caused as a result of the sterilization by the Contractor require pre-authorization from the animal owner, as described in the Contractor's consent form authorizing the sterilization surgery.

Charges for medical emergency treatment for Pre-Release Animals in the care and control of the Contractor but not caused as a result of the sterilization by the Contractor requires the animal owner's pre-authorization.

Charges for medical emergency treatment for Pre-Adoption 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 a referred veterinary hospital that is pre-approved by the Department, requires advance authorization from the Department. The Contractor shall utilize the appropriate forms provided by the Department for additional costs related solely to the medical emergency.

7. Care of Animals

Contractor's care of animals in its custody shall be in conformance with all federal, state, and local humane laws and statutes. A California-licensed veterinary technician, or equivalent, shall remain on duty following any procedure performed at the Clinic until each animal's recovery status meets the conditions set forth by the CVMPA to send the animal home with his or her owner or transfer to the care of Department staff, depending on where the animal came from.

All Pre-Release Animals shall be released on the day of surgery to their owners if, and at such time, medically safe to do so. All Pre-Adoption Animals shall be released to the Department at such time as medically safe to do so.

Any Owned Animal that is left unclaimed by the animal's owner(s) at the end of the business day of the surgery shall be kept by the Clinic while reasonable efforts are made by the Contractor to contact the animal's owner. Contractor must follow the procedures contained in California Civil Code Section 1834.5, and any other applicable law, for any animal that is deemed abandoned.

8. Release of Animals

All animals shall be released to their owners or to the Department 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, unless Contractor determines that the complication was caused by the owner's non-compliance with the post-operative instructions.

Should any disputes arise between the Contractor and the animal owner, they shall be addressed between Contractor and the owner without the City's involvement.

9. Optional Services to the Public

The Contractor may offer additional services to the public at the Clinic, provided that written approval is received from the animal owner. The type of pricing of these services shall be in accordance with the Contractor's Pricing Sheet.

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

Contractor must notify the Department via e-mail at ani.contracts@lacity.org and ani.vouchers@lacity.org for any 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 approval. 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.

Requests for alterations, improvements, capital improvements, and maintenance issues at the Clinic premises shall be submitted by e-mail to ani.contracts@lacity.org for review and coordination with GSD. All such requests are subject to the approval of the Department and GSD's Director of Real Estate Services Division, and any resulting

alterations, improvements, capital improvements, and maintenance shall be governed by the terms of the License attached as Exhibit 2.

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.
- Current W-9 Form.
- Current Business Tax Registration Certification from the Office of Finance.
- 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. Contractor will be solely responsible for the proper, legal disposal of its generated hazardous waste, at its own cost.

C. Contractor Responsibilities

1. Contractor shall follow the mandates of the California Veterinary Medicine Practice Act.

2. Contractor shall report to the Department all deaths of animals that occur under the care and control of the Contractor within two business days by submitting a completed Incident Report, attached hereto as Exhibit 4.

3. For Pre-Release Animals that have been adopted and are being sent to Contractor from the Department for surgery, but that are deemed by Contractor's veterinarian to be unsuitable for sterilization, Contractor shall contact the adoptive owner to explain that the animal is unfit for surgery and why the surgery cannot be completed on that day. The Contractor shall advise the adoptive owner to return to the Service Center to obtain a D-300 from the Department. Contractor shall inform the Department's Service Center medical staff the reasons for the determination that the animal is unfit for surgery, allow the Service Center to pick up the animal, and issue a D-300. Contractor shall not release any such animal until the adoptive owner presents a D-300 prior to retrieving the animal. Contractor shall also return to the adoptive owner with the AFE issued by the Department for the animal.

4. For Pre-Adoption Animals that are deemed unfit for surgery, Contractor shall notify the Department's medical staff at the Service Center and instruct them to pick-up the animal along with the original AFE form.

5. If the Department does not authorize additional treatment for Pre-Adoption Animals, Contractor shall absorb all costs of any treatment provided without prior approval from the Department.

6. All Department-issued Vouchers are non-transferrable. Contractor is required to ensure that the person named on any Voucher or AFE is the same person requesting sterilization services.

7. Contractor shall make reasonable efforts to report to Department any abuse, fraud, or suspected abuse or fraud by pet owners.

D. Code of Ethics

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

- 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 or an animal owner has not authorized.

- Communication Guidelines: Communication with the public shall be conducted in a positive, courteous manner.

- 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.

- False or Misleading Representations: The Contractor's personnel shall not use any false, deceptive, or misleading representation with regards to the services provided.

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

E. 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 Control Plan

Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of this Agreement are met. Elements to track may include but are not limited to: (a) number of sterilizations performed; (b) sterilizations sorted by public vs. Department-provided animals, animal, by type of sterilization, and by size of animal; (c) number and type of other services performed; (d) number of emergencies; (e) emergencies sorted by animal, by type of emergency, and number of animals sent to private veterinarians for emergencies; (f) mortalities sorted by animal, type, sex, and size; (g) identification of licensed veterinarian and/or student supervised under licensed veterinarian for all procedures; and (h) the number of Free Certificates/Discount surgeries.

A copy of the Quality Control Plan shall be provided to the Department for review and approval on this Agreement start date and as changes occur. A monthly report with the above information shall be submitted by e-mail to ani.contracts@lacity.org for review.

F. Quality Assurance

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.

G. Performance Evaluation

The Contractor shall meet with the Department 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.

H. 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.

I. Reporting Requirements

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

- Selected for adoption by a member of the public prior to sterilization procedure.

- The number of surgical complications (including, but not limited to, unexpected or unintended animal deaths) reported each month and how each case was resolved. Reports are to be submitted along with the monthly invoices.

- The Contractor shall report to the Department any unexpected deaths of animals under the care and control of the Contractor, within two business days of the death, by submitting a completed Incident Report, attached hereto as Exhibit 4.

Section VIII. Fees, Billing, and Record Keeping

Upon completion of sterilization surgeries performed in compliance with the terms and conditions of this Agreement, Contractor shall invoice the Department for eligible services rendered as set forth in this Section in order to receive payment for the services. Department will not make any payments unless Contractor complies with the provisions in this Section, in addition to any other applicable terms and conditions set forth in the Agreement.

A. Reimbursement Rates

The Department will reimburse Contractor for eligible services rendered under this Agreement at the rates approved by the Board of Animal Services Commissioners and/or the Los Angeles City Council. Reimbursements for Authority for Expenditures shall be subject to the surgery discount set forth in Section VIII(C). The current approved reimbursement rates are as follows:

Spay/Neuter Type	Reimbursement Rates
Discount Coupon for Cats	$30
Discount Coupon for Dogs and Rabbits	$50
Free Certificate for Cats	$120
Free Certificate for Dogs	$195
Free Certificate for Rabbits	$125
Authority for Expenditure for Cats	$70
Authority for Expenditure for Dogs and Rabbits	$125
Citywide Cat Program Voucher	$70

B. Conditions Applicable to Specific Programs

1. Discount Coupons

a. Discount Coupons are non-transferable, are not valid beyond the expiration date printed on the Discount Coupon, and must be presented to Contractor by the animal owner at the time of sterilization. Contractor shall require any person submitting a Discount Coupon to present identification sufficient to prove the person's name matches the name on the Discount Coupon.

b. Discount Coupons may only be used for <u>owned</u> cats, dogs, and rabbits and are <u>not valid</u> for the sterilization of free-roaming or community cats.

c. Discount Coupons cannot be used for any veterinary service other than sterilization, nor in combination with a Free Certificate.

d. Contractor may charge a co-payment from an animal owner using a Discount Coupon and in accordance with the Contractor's Pricing Sheet.

e. In addition to the sterilization surgeries, Contractor shall provide an E-collar and pain medication. Contractor shall administer core vaccinations (rabies and DA2PP or FVRCP) if needed at a discounted rate to the animal owner in accordance with the Contractor's Pricing Sheet. Notwithstanding the foregoing, Contractor may provide E-collars to rescue groups free or at a reasonable fee, in its sole discretion.

f. Ancillary services, such as flea and/or ear mite treatment, microchips, and antibiotics (prescribed on an as-needed basis) may be offered to animal owners at a cost in advance of procedure(s), in accordance with the Contractor's Pricing Sheet, and which the animal owner may accept or decline.

g. Each Discount Coupon is valid for only one animal sterilization procedure.

2. Free Certificates

a. Free Certificates are non-transferable, are not valid beyond the expiration date printed on the Free Certificate and must be presented to Contractor by the animal owner at the time of sterilization. Contractor shall require any person submitting a Free Certificate to present identification sufficient to prove the person's name matches the name on the Free Certificate.

b. No co-payment or additional fees may be charged to an animal owner using a Free Certificate for sterilization including, but not limited to, physical examination, uterine infection, pregnant or "in estrus" animals, animals with retained testicles, or animals weighing more than 50 pounds and after-care services such as suture removal licking problems, infections, and other normal procedures.

c. Free Certificates may only be used for <u>owned</u> cats, dogs, and rabbits and are <u>not valid</u> for the sterilization of free-roaming or community cats.

d. In addition to the sterilization surgeries, Contractor shall provide an E-collar and pain medication. Contractor shall administer core vaccinations (rabies and DA2PP or FVRCP) if needed at a discounted rate to the animal owner in accordance with the Contractor's Pricing Sheet.

e. Ancillary services, such as flea and/or ear mite treatment, microchips, and antibiotics (prescribed on an as-needed basis) may be offered to animal owners at a cost in advance of procedure(s), in accordance with the Contractor's Pricing Sheet, and which the animal owner may accept or decline.

f. Each Free Certificate is valid for only one animal sterilization procedure.

3. Pre-Release and Post-Release Authority for Expenditures

a. No co-payment or additional fees may be charged to the adoptive owner of a Pre-Release Animal or Post-Release Animal using an AFE for sterilization including, but

not limited to, physical examination, routine hospitalization related to sterilization surgery, vaccines and after-care, such as, suture removal licking problems, infections, and other normal procedures related to sterilization surgery.

b. For Pre-Release Animals or Post-Release 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, or may reject the animal in Contractor's sole discretion.

c. Ancillary services, such as flea and/or ear mite treatment and antibiotics (prescribed on an as-needed basis) may be offered to animal owners at a cost in advance of procedure(s), in accordance with the Contractor's Pricing Sheet, and which the animal owner may accept or decline.

d. Each Pre-Release and Post-Release Authority for Expenditure is valid for only one animal sterilization procedure.

4. Pre-Adoption Authority for Expenditures

a. No additional fees or co-payments may be charged for the sterilization of Pre-Adoption Animals, including physical examination, routine hospitalization related to sterilization surgery, vaccines, and after-care services such as suture removal licking problems, infections, and other normal procedures related to sterilization surgery.

b. For Pre-Adoption 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 Department before treatment, or may reject the animal in Contractor's sole discretion.

c. 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 Department.

d. Each Pre-Adoption Authority for Expenditure is valid for only one animal sterilization procedure.

5. Citywide Cat Program Voucher

a. CCP Vouchers are non-transferable, are not valid beyond the expiration date printed on the CCP Voucher and must be presented to Contractor at the time of sterilization.

b. Discount Coupons and Free Certificates may only be used for owned cats, dogs, and rabbits and are not valid for the sterilization of free-roaming cats.

c. CCP Vouchers may only be used for free-roaming cats.

d. Only one CCP Voucher may be used per animal per sterilization.

e. CCP vouchers cannot be used for any veterinary service other than sterilization, nor in combination with any other program.

f. Contractor shall not charge an animal owner any co-payment or additional fees for sterilization, uterine infections, pregnancy, estrus, retained testicle(s) or animals weighing more than 50 pounds when accepting a CCP Voucher. The Department shall not be responsible for any costs in excess of the face value of a Voucher.

g. When entering the CCP Vouchers into the Vet Portal, Contractor must select the sex of the cat in addition to providing the date of surgery.

h. Contractor shall ensure that the person named on a CCP Voucher is affiliated with any organization named on the CCP Voucher.

i. Provider shall report any abuse, fraud or suspected abuse or fraud by animal owners or recipients of CCP Vouchers.

C. Surgery Discount

Contractor shall give a discount to the Department in an amount equal to 50-percent of Board-approved fees for spay/neuter surgeries performed on Pre-Release, Post-Release, and Pre-Adoption Animals. This discount shall be subtracted from each payment made to Contractor for reimbursement of AFEs.

Surgery	Board-Approved Fee	Contractor Shall Discount Department
Cat	$70	$35.00
Dogs	$125	$62.50
Rabbits	$125	$62.50

Contractor shall also give the Department one-percent of gross revenue for all other services performed under this agreement. Service will include affordable spay and neuter, low-cost veterinary wellness, low-cost vaccinations, and community outreach. Services will also include free antibiotic injection, E-Collar for owned animals, and wellness exam for adopted animals, and also, general and specialty surgical procedures, discounted vaccines, medications, flea control, shelter sterilizations and low-cost spay/neuter services.

D. Billing Procedure

1. Upon completion of each sterilization, Contractor shall bill the Department for eligible services rendered by using the Department's online Vet Portal System available at lacityvet.com. Instructions for the Vet Portal can be located on the Department's website under the "Help" Tab. If unable to utilize the Vet Portal System, Contractor shall contact the Department for written authorization to use an alternate method of billing submissions.

2. Contractor is required to complete the surgery date, veterinarian's name and address, and signature sections on the original Vouchers and/or AFEs and mail documents with their monthly billings to:

Department of Animal Services
Attention: Accounting Division
221 North Figueroa Street, Suite 600
Los Angeles CA 90012

Vouchers and/or AFEs submitted without surgery date, veterinarian's name, address, and signature will be returned to Contractor for completion.

3. Invoices for all Vouchers and AFEs must be submitted within 45 days of sterilization surgery or they will not be honored by the Department. Billings received after the 10th day of each month will be processed the following month.

4. Vouchers and/or AFEs have no face value until Contractor completes the work, certifies by signature that the work is completed, and requests payment in the manner prescribed by the Department.

5. Original Vouchers and/or AFEs for surgeries performed by Contractor shall be submitted with billings as prescribed by the Department. A photocopy of the Vouchers and/or AFEs shall be retained on file by the Contractor for a minimum of three years.

6. All Vouchers and AFEs must be signed by the veterinarian performing the surgery and shall serve as proof that each service was performed and is required for billing purposes.

7. All payments are subject to review and approval of Contractor's required documentation in compliance with the terms and conditions of this Agreement and any applicable City payment policies and procedures.

8. 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 is received by the 10th of each month.

E. Records Retention and Auditing

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

2. Contractor shall retain a copy of each invoiced Voucher and AFE and the medical records associated with each surgery on file for a minimum of three years after payment and shall make these copies available for audit upon request by City personnel anytime during normal business hours. All invoices sent to the Department for payment must be verifiable against these back-up documents retained by Contractor.

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

    - Incomplete or mismatched back-up documents: The Department will pay for sterilizations where names or addresses in back-up documents do not match or are not complete, provided the Contractor obtains a reasonable explanation for the discrepancy or missing documents, agrees with the explanation(s) provided, and records the reason(s) in the back-up documents. Use of this exception shall not exceed 15-percent of all surgeries billed by the Contractor for payment during the audit period. The Contractor shall reject all explanations that are not reasonable.

- Absence of back-up documents: The Department will pay for sterilizations where names or addresses cannot be documented, provided the Contractor obtains a reasonable explanation for the lack of matching documents, agrees with the explanation(s) provided, and records the reason(s) in the back-up documents. An example of "a reasonable explanation" for an absence of documents is if an animal owner is homeless or indigent. Use of this exception shall not exceed five-percent of all surgeries billed by the Contractor for payment during the audit period. The Contractor shall reject all explanations that are not reasonable.

Section IX. Miscellaneous Provisions

A. Insurance

All required insurance will be maintained in full force for the duration of Contractor's business with the City. Contractor shall provide at least 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. Evidence of coverage shall be provided according to the City's "Instructions And Information On Complying With City Insurance Requirements," included in Exhibit 1. Contractor's insurance shall be approved by the City of Los Angeles, City Administrative Officer, Risk Management Division, prior to start of services. 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.

B. 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 30 days written notice to Contractor.

Section X. Incorporation of Exhibits

Contractor shall comply with all of the City's contracting requirements, including affirmative action and non-discrimination and proof of insurance, subject to City approval. The following Attachments and Exhibits are hereby incorporated into and made part of this Agreement:

- Exhibit 1 – Standard Provisions for City Contracts (Revised 1/25 [v.2])
- Exhibit 2 – License to Use the Premises of Animal Spay and Neuter Clinic
- Exhibit 3 – Animal Service Center Spay/Neuter Clinic Floor Plan
- Exhibit 4 – Incident Report
- Exhibit 5 – Contractor's Pricing Sheet

Section XI. Order of Precedence

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

1. This Agreement
2. Exhibit 1 – Standard Provisions for City Contracts (Revised 1/25 [v.2])
3. Exhibit 2 – License to Use the Premises of Animal Spay and Neuter Clinic
4. Exhibit 3 – Animal Service Center Spay/Neuter Clinic Floor Plan
5. Exhibit 4 – Incident Report
6. Exhibit 5 – Contractor's Pricing Sheet

Section XII. Ratification

At the request of the City, and because of the need therefor, the Contractor may have begun performance of the services specified herein prior to execution of this agreement. The City acknowledges the services previously performed by the Contractor and ratifies 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 XIII. Entire Agreement

This Agreement, including Exhibits 1 through 5, constitutes the full and complete understanding between the Parties and shall be construed and interpreted under California law and venue in any dispute shall be in the County of Los Angeles.

[Signature Page Follows]

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and send by e-mail shall be deemed original signatures.

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 _____
Annette G. Ramirez, Interim General Manager

Date: _____

The City of Los Angeles,
Department of General Services

By _____
Tony M. Royster, General Manager

Date: _____

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO, City Attorney

By _____

Date _____

ATTEST:
PETTY F. SANTOS, Interim City Clerk

By _____
Deputy City Clerk

Date _____

CONTRACTOR – American Society for the Prevention of Cruelty to Animals (ASPCA)

By _____
Gordon Lavalette,
SVP & Chief Financial Officer

Date _____

(second signature required of corporations)

By _____
Beverly Jones, SVP, Chief Legal Officer

Date _____

Los Angeles City Business Tax License Number: 0002723418

IRS Taxpayer Identification Number: 13-1623829

EXHIBIT 1

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

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

A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;

B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and

D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.

4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.

5. Acts of Moral Turpitude

   a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

   b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.

   c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.

   d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.

6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq*. of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq*., as amended from to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR,** Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.

B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support AssignmentOrders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq*., as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at https://www.rampla.org/s/, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least $100,000 for performance

under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least $100,000 for performance under this Contract:

> "Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections
>
> You are a subcontractor on City of Los Angeles Contract # _____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("**CITY**") officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PSC-38. Contractors' Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq*., as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low-cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

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

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq*., of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Form Gen. 146 (Rev. 9/06)

Required Insurance and Minimum Limits

Name: American Society for the Prevention and Cruelty to Animals Date: 03/15/2024

Agreement/Reference: Spay/neuter clinic at City animal shelters

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

✔ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

WC ***Statutory***

EL **$1,000,000**

☑ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers ☐ Jones Act

✔ **General Liability** At least $2,000,000 aggregate GL coverage. City of Los Angeles must be named as an additional insured party **$1,000,000**

☑ Products/Completed Operations ☐ Sexual Misconduct _____
☐ Fire Legal Liability _____
☐ _____

___ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) _____

✔ **Professional Liability** (Errors and Omissions) **$1,000,000**

Discovery Period 12 months period

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) _____

☐ All Risk Coverage ☐ Boiler and Machinery
☐ Flood _____ ☐ Builder's Risk
☐ Earthquake_____ ☐ _____

___ **Pollution Liability** _____
☐ _____

___ **Surety Bonds -** Performance and Payment (Labor and Materials) Bonds 100% of the contract price

___ **Crime Insurance** _____

Other: 1) If a contractor has no employees and decides to not cover themselves for Workers' Compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at http://lacity.org/cao/risk/InsuranceForms.htm
2) In the absence of imposed Auto Liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

EXHIBIT 2

SUMMARY OF LICENSE TO USE THE PREMISES OF SPAY AND NEUTER CLINIC AT THE CHESTERFIELD SQUARE ANIMAL CARE CENTER 1850 WEST 60TH SREET LOS ANGELES, CA 90047

For information purposes only - not part of License

LAND NO.:
CF NO.: 21-0392 Council Approval Date: June 1, 2021

EBO STATUS: OCC Date:
LWO STATUS: OCC Date:
SDO STATUS: SDO Affidavit Receipt Date:
EEO STATUS: EEO/AA Certification Receipt Date:_____
NOTE: This license exceeds the EEO threshold, requiring submission of an Affirmative Action Plan.

CITY ATTORNEY
SIGNATURE:

PREMISES Chesterfield Square Animal Care Center

ADDRESS: 1850 West 60th Street, Los Angeles, CA 90047

LICENSOR: CITY OF LOS ANGELES
Department of General Services

Client: Department of Animal Services
Contract Unit 213/482-9574

LICENSEE: American Society for the Prevention of Cruelty to Animals (ASPCA)
520 8th Avenue, 7th Floor
New York, New York 10018
Contact Name: Jocelyn Kessler, Vice President
Contact Phone: (646) 937-0506
Contact Email: Jocelyn.kessler@aspca.org

USE: Animal Spay and Neuter Clinic providing services pursuant to a services agreement.

TERM: Pursuant to the Personal Services Agreement.

CONSIDERATION: Discounted Spay and Neuter Services to City

SECURITY DEPOSIT: $3,000

FORM: GENERIC.107 (7/14/00))

LICENSE TO USE PREMISES OF SPAY AND NEUTER CLINIC AT CHESTERFIELD SQUARE ANIMAL SERVICES CENTER

Located at
1850 West 60th Street
Los Angeles, CA 90047

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PREAMBLE

The **CITY OF LOS ANGELES** ("**CITY**"), enters into this agreement ("**LICENSE**") by and through its Department of General Services ("**GSD**"), with the cooperation and consent of its Department of Animal Services ("**DEPARTMENT**"), as Licensor, for and in consideration of American Society for the Prevention of Cruelty to Animals, herinafter ("**CONTRACTOR**" or "**LICENSEE**") providing the services to the community specified in Article 5.1, below, and of the keeping and performance by LICENSEE of the provisions and conditions hereof. CITY gives permission to LICENSEE to use that certain area of real property described as the Chesterfield Square Animal Care Center Spay and Neuter Clinic, located at 1850 West 60th Street, Los Angeles, CA 90031 ("**PREMISES**" or "**CLINIC**"), as indicated by the shaded portion shown on the Plan attached as Exhibit 3 to the Personal Services Agreement between DEPARTMENT and LICENSEE for spay/neuter and related veterinary services at the CLINIC, Contract No. C-143847 ("**PERSONAL SERVICES AGREEMENT**"), which is owned and under the jurisdiction of GSD and under the control and direction of DEPARTMENT, for the purpose of providing services as specified in the PERSONAL SERVICES AGREEMENT. CLINIC is licensed to LICENSEE on an "as is" and non-exclusive basis, with no obligation on the part of GSD or DEPARTMENT to modify or alter the Premises.

THE FOREGOING PERMISSION is given upon and subject to the following provisions and conditions:

ARTICLE 1. BASIC LICENSE PROVISIONS

1.1. **Capacity of CITY as Owner**. Except where clearly and expressly provided otherwise in this LICENSE, the capacity of the City of Los Angeles in this LICENSE shall be as the property owner only, and all obligations or restrictions, if any, imposed by this LICENSE on CITY shall be limited to that capacity and shall not relate to or otherwise affect any activity of the City of Los Angeles in its governmental capacity, including, but not limited to, enacting laws, inspecting structures, reviewing and issuing permits, and all other legislative, administrative, or enforcement functions of the City of Los Angeles pursuant to federal, state, or local law. Nothing in this Section or this LICENSE shall be construed as abrogating or limiting any immunities or exemptions which the City of Los Angeles is entitled under the law.

1.2. **Execution Date**. The defined term "**Execution Date**" shall mean the date the Office of the City Clerk of Los Angeles attests this LICENSE.

1.3. **Title to PREMISES**. LICENSEE hereby acknowledges that title to the Premises vests with CITY, and agrees never to assail or resist the same, and further agrees that LICENSEE's use and occupancy of the Premises shall be restricted to the purposes of this License and the permission given under this LICENSE.

1.4. **No Interest in Real Property**. LICENSEE hereby acknowledges that this LICENSE is a license only and does not constitute a lease of or any interest in real property.

1.5. **Acknowledgment of Taxable Interest**. No fee interest in real property is hereby conveyed; however, by executing this LICENSE and accepting the benefits thereof, a property interest may be created known as a "possessory interest" and such property interest will be subject to property taxation. LICENSEE, as the party in whom the possessory interest is vested, shall be responsible for the payment of all property taxes, if any, levied upon such interest. LICENSEE acknowledges that the notice required under California Revenue and Taxation Code section 107.6 has been provided. LICENSEE acknowledges that by this Article it has been informed of the necessity of filing a claim for exemption to obtain any available exemptions from said tax, and has also been advised that exemption from taxes may not be granted, and that GSD has no control as to whether or not such exemption will be granted.

ARTICLE 2. USE AND OPERATIONS

2.1. **Joint Use**. The right and permission of LICENSEE is subordinate to the prior and

paramount right of DEPARTMENT to use said real property for the public purposes to which it now is and may, in the sole discretion of GSD, be devoted. LICENSEE undertakes and agrees to use the PREMISES and to exercise this LICENSE jointly with GSD and DEPARTMENT, and will at all times exercise this LICENSE in such manner as will not injure or interfere with the full use and enjoyment of the PREMISES by DEPARTMENT. PREMISES shall be used by LICENSEE only for those services expressly stated in the PERSONAL SERVICES AGREEMENT. Any other use shall be prohibited, except by the prior written consent of GSD and DEPARTMENT.

2.2. **Hours of Business; Continuous Operation**. Hours of business shall be specified in the PERSONAL SERVICES AGREEMENT.

ARTICLE 3. TERM

3.1. **Term**. The Term of this License ("Term") shall be concurrent with the term of the PERSONAL SERVICES AGREEMENT, including any extension, unless terminated earlier pursuant to this LICENSE.

3.2. **Extensions/Renewals**. If the DEPARTMENT duly executes any of the PERSONAL SERVICE AGREEMENT's renewal or extension options in accordance with the terms of the PERSONAL SERVICES AGREEMENT, the TERM of this LICENSE shall remain concurrent with the duly executed renewal or extension options, unless otherwise terminated earlier by GSD pursuant to Article 14 of this LICENSE. In no event shall LICENSEE have any extension right if then in default under this LICENSE (with any applicable cure period having expired).

3.3. **Holdover**. If LICENSEE continues to use the PREMISES beyond the authorized TERM without GSD's and DEPARTMENT's written consent, LICENSEE shall be deemed to be a licensee at sufferance.

ARTICLE 4. NOTICES

4.1. **Notices - Where Sent**. All notices given under this LICENSE which are mailed or telecopied shall be addressed to the respective parties as follows:

To GSD:
City of Los Angeles
Department of General Services
Real Estate Services Division
Amy Benson, Director
Suite 201, City Hall South, 111 East First Street
Los Angeles, California 90012
Telecopier: 213/922-8511

with a courtesy copy of any notice to:
Office of the City Attorney
Real Property/Environment Division
700 City Hall East
200 North Main Street
Los Angeles, California 90012
Telecopier: 213/978-8217

To DEPARTMENT:
City of Los Angeles
c/o Department of Animal Services
221 North Figueroa Street, Suite 600
Los Angeles, California 90012
Email: ani.contracts@lacity.org

To LICENSEE:
American Society for the Prevention of Cruelty to Animals (ASPCA)
520 8th Avenue, 7th Floor
New York, New York 10018
Email: jocelyn.kessler@aspca.org

ARTICLE 5. CONSIDERATION

5.1. **Consideration**. In consideration of this LICENSE, LICENSEE hereby agrees to provide those services at the CLINIC and abide by the terms of the PERSONAL SERVICES AGREEMENT. LICENSEE and GSD agree that this LICENSE will terminate immediately upon the termination of said PERSONAL SERVICES AGREEMENT for any purpose whatsoever.

ARTICLE 6. MAINTENANCE AND REPAIR

6.1. **Maintenance and Security**. GSD shall maintain in good order, condition, and repair the PREMISES and every part thereof, including, but not limited to: windows and plate glass windows; interior and exterior walls; floors and ceilings; interior and exterior doors; fixtures; electrical facilities and equipment; plumbing fixtures and plumbing; and restrooms. GSD agrees to maintain and repair, at GSD's sole cost and expense, all of GSD's Improvements on the PREMISES. LICENSEE may not change the locks without the prior written consent of GSD, which consent shall be given by GSD in its sole and absolute discretion and which consent shall require that GSD and DEPARTMENT be provided with a complete set of all new keys.

6.2. **Janitorial**. LICENSEE shall be responsible for providing and paying for its own janitorial/cleaning/housekeeping services. LICENSEE shall keep clean the PREMISES and every part thereof, including, but not limited to, windows, interior walls, floors and ceilings, doors, fixtures, appliances, plate glass windows and restrooms. LICENSEE shall promptly remove non-hazardous trash and waste generated from its operations, to an appropriate trash dumpster as designated by the DEPARTMENT.

6.3. **No Repair Obligation by GSD**. Notwithstanding GSD's obligation to maintain the PREMISES in good working order as stipulated in Article 6.1, GSD shall have no further obligation to repair, remodel, replace, and/or reconstruct any improvement on the PREMISES. In the event the PREMISES becomes unusable for the purposes provided herein, GSD, DEPARTMENT, and LICENSEE shall meet and discuss necessary repairs or remodeling to restore PREMISES to a usable condition. If no agreement can be reached, however, LICENSEE's sole remedies shall be to either correct the deficiencies at its own expense or to terminate this LICENSE upon thirty (30) days prior written notice to GSD, and LICENSEE waives any other remedy, whether in damages or in specific performance.

6.4. **Rights Reserved by GSD**. Without limiting any rights GSD may otherwise have under this LICENSE, GSD specifically reserves the right from time to time, subject to its use of reasonable efforts to minimize interference with LICENSEE's use and occupancy of the PREMISES and without compensation to LICENSEE for inconvenience or otherwise:

(a) To install, use, maintain, repair, replace and relocate pipes, ducts, conduits, wires, fixtures and appurtenant meters and equipment for service to the PREMISES and/or other parts of the Building, in which case GSD shall have responsibility for the disturbance, if any, of asbestos resulting therefrom; and

(b) To make changes to the PREMISES design and layout, including without limitation, changes in the location, size, shape and number of entrances, loading and unloading areas, ingress, egress, direction of traffic, walkways, and parking areas.

(c) To enter the PREMISES and inspect the load, layout and energy usage of all equipment, appliances and all other items utilizing electricity to ensure that the circuit capacity of each room is not being overused or overdrawn that may result in any electrical damage.

ARTICLE 7. UTILITIES

7.1. **Electricity, Gas, Water and Telecommunications**. Electricity, natural gas and hot and cold water shall be furnished to LICENSEE by GSD at no cost to LICENSEE, except that GSD reserves the right to install utility sub-meters, at which time LICENSEE shall pay for any usage at the rates charged by the local public utilities. LICENSEE shall be responsible for arranging for the provision of any telecommunications services to the PREMISES, including, without limitation, telephone, Internet, and cable service. Charges for all telecommunications supplied to the PREMISES shall be paid by LICENSEE.

7.2. **Air Systems**. GSD shall provide, operate, repair and maintain a heating, cooling, and control system ("HVAC") serving the PREMISES.

ARTICLE 8. COMPLIANCE WITH ALL LAWS AND REGULATIONS

8.1. **Compliance with Statutes and Regulations**. LICENSEE warrants and certifies that in the performance of this LICENSE, it shall comply with all applicable statutes, rules, regulations and orders of the United States, the State of California, and the County and the City of Los Angeles, including laws and regulations pertaining to building, labor, wages, hours, and other conditions of employment. LICENSEE must comply with all new or revised laws, regulations and/or procedures that apply to the performance of this LICENSE.

8.2. **Americans with Disabilities Act**. LICENSEE shall construct all improvements and operate upon the Premises in a manner which is in compliance with the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.) and any and all other applicable federal, state, and local laws regarding accessibility for persons with disabilities (collectively "the ADA").

8.3. **Hazardous Materials**. As used in this LICENSE the defined term "Hazardous Materials" shall mean any hazardous or toxic substances, biohazards, medical wastes, or other materials or wastes that are or become regulated by the United States, the State of California, or any local government authority having jurisdiction over the PREMISES. Without limiting any of the obligations described above, LICENSEE shall not use or permit the PREMISES or any part thereof to be used to generate, manufacture, refine, treat, store, handle, transport or dispose of, transfer, produce or process Hazardous Materials without GSD's prior written consent, which may be denied at GSD's sole discretion, and then, in any of the foregoing cases, only in compliance with all laws and regulations with respect to Hazardous Materials (the "Environmental Regulations") (including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. § 9601, et seq.) (together with the regulations promulgated thereunder, "CERCLA"), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901, et seq.) (together with the regulations promulgated thereunder, "RCRA"), the Emergency Planning and Community Right-To-Know Act, as amended (together, with the regulations promulgated thereunder, "Title III") (42 U.S.C. § 11011, et seq.) and any so-called "Superfund" or "Superlien" law), nor shall it permit, as a result of any intentional or unintentional act or omission on its part or by any sublicensee, the storage, transportation, disposal or use of Hazardous Materials or the release or threat of release of Hazardous Materials on, from or beneath the PREMISES or onto any other property. Upon the occurrence of any such release or threat of release of Hazardous Materials, LICENSEE shall promptly notify GSD and DEPARTMENT, and thereafter commence and perform, without cost to GSD, all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials so released, on, from or beneath the PREMISES or other property, in strict compliance with all Environmental Regulations. Nothing in this License shall prohibit LICENSEE from the transportation to and from, and the use, storage, maintenance, and handling within, the PREMISES of substances customarily used in connection with the services provided under the PERSONAL SERVICES AGREEMENT, provided: 1) such substances shall be used and maintained only in such quantities as are reasonably necessary for the permitted use of the PREMISES set forth in Article 2.1 of this LICENSE, strictly in accordance with applicable laws and the manufacturers' instructions therefor; 2) such substances shall not be disposed of, released, or discharged at the PREMISES, and shall be transported to and from the PREMISES in compliance with all applicable laws, and as GSD shall reasonably require; 3) if any applicable law or GSD's trash removal contractor requires that any such substances be disposed of separately from ordinary trash, LICENSEE shall make arrangements for such disposal directly with a qualified and licensed disposal company at a lawful disposal site and shall ensure that disposal occurs frequently enough to prevent unnecessary storage of such substances in the PREMISES; and 4) any remaining such substances shall be completely, properly, and lawfully removed from the PREMISES upon expiration or earlier termination of this LICENSE.

8.4. **Hazardous Materials Notification**. California Health and Safety Code section 25359.7(a) requires any owner of nonresidential real property who knows, or has reasonable cause to believe, that any release of Hazardous Material has come to be located on or beneath that real property, prior to the lease or rental of that real property or when the presence of such release is actually known, to give written notice of that condition to the lessee or renter. California Health and Safety Code Section 25359.7(b) requires any licensee of real property who knows, or has reasonable cause to believe, that any release of Hazardous Material has come to be located on or beneath that real property to give written notice of such condition to

the owners. GSD and LICENSEE shall comply with the requirements of Section 25359.7 and any successor statute thereto and with all other statutes, laws, ordinances, rules, regulations and orders of governmental authorities with respect to Hazardous Materials.

8.5 **Safety Deficiencies and/or Violations**. LICENSEE shall correct safety deficiencies and violations of safety practices immediately, or notify DEPARTMENT of said safety deficiencies and/or violations.

ARTICLE 9. RENOVATIONS AND ALTERATIONS

9.1. **Renovations and Alterations**. Any renovation or alteration which is made to the PREMISES or the Building by LICENSEE shall be at its own cost and expense and the construction shall be in accordance with plans and specifications approved prior to such renovation or alteration by GSD and DEPARTMENT. GSD may deny permission for any renovation or alteration without stating any cause, unless such renovation or alteration is required by a governmental authority having jurisdiction therefore, in which case permission shall not be unreasonably withheld. All renovations, alterations and improvements of any kind, excepting LICENSEE's personal property and trade fixtures, shall immediately become part of the PREMISES and shall be owned by GSD. If a renovation or alteration to the PREMISES or the PREMISES building is required to ensure that LICENSEE's operations are compliant with federal, state, or local laws or regulations, GSD and DEPARTMENT shall, in good faith, negotiate with LICENSEE to determine a mutually-acceptable and mutually feasible course of action.

9.2. **"As Built" Drawings**. LICENSEE shall submit to GSD and DEPARTMENT reproducible "as built" drawings of all improvements approved pursuant to this LICENSE and constructed on the PREMISES.

9.3. **Removal of Personal Property**. Trade fixtures, equipment, furnishings and other personal property installed or placed on the PREMISES at the cost of LICENSEE shall be property of LICENSEE unless otherwise specified in this LICENSE or in the PERSONAL SERVICES AGREEMENT. If, within seven (7) days of the termination of this LICENSE, LICENSEE fails to remove any of such property, DEPARTMENT may, at DEPARTMENT's option, retain all or any of such property, and title thereto shall thereupon vest in DEPARTMENT; or DEPARTMENT may remove from the PREMISES and dispose of in any manner all or any of such property without any responsibility to LICENSEE for damage or destruction to said property. In the latter event, LICENSEE shall pay to GSD upon demand the actual expense of such removal and disposition and the cost of repair of any and all damages to the PREMISES resulting from or caused by such removal.

9.4. **Claims/ Nonresponsibility and Work Commencement Notices**. Nothing contained in this LICENSE shall constitute any consent or request by GSD, express or implied, for the performance of any labor or services or the furnishing of any materials or other property with respect to the PREMISES and/or any or all improvements thereon or any part thereof, or as giving LICENSEE any right, power, or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against CITY. GSD shall have the right at all times to post and keep posted on the PREMISES any notices permitted or required by law, or which GSD shall deem proper for the protection of CITY and the PREMISES, and any other party having an interest therein, from mechanics' and materialmen's liens, and LICENSEE shall give to GSD at least ten (10) business days prior written notice of the expected date of commencement of and work relating to alterations or additions to the PREMISES.

ARTICLE 10. INSURANCE AND INDEMNIFICATION

10.1. **Insurance**. LICENSEE, at LICENSEE's own cost and expense, shall, prior to any use of the PREMISES, secure from an insurance company or companies licensed in the State of California and maintain during the entire Term and any extension or holdover of this LICENSE, the insurance coverage for the PREMISES not less than the amounts and types required under the PERSONAL SERVICES AGREEMENT, and as follows:

10.1.1. **General Liability Insurance**. LICENSEE shall provide and maintain general liability insurance in an amount not less than One Million Dollars ($1,000,000) Combined Single Limit per occurrence with no general aggregate. Evidence of such insurance shall be on an Insurance Industry General Liability Certificate (such as an ACORD certificate) and should provide coverage for premises and operations, contractual, personal injury, independent contractors, products/completed operations and fire legal liability. Proof of current insurance must be submitted to CITY prior to LICENSEE's possession of the PREMISES, and upon written request of the CITY. The City of Los Angeles, its boards, officers, agents and employees, shall be named as additional insured on an Additional Insured Endorsement to all General Liability insurance required herein. LICENSEE shall furnish CITY with evidence of insurance showing the extent of such insurance. Should a casualty occur, the proceeds of the policy or policies of fire and extended coverage insurance shall be used to restore the PREMISES and the fixtures and inventory providing that the Clinic remains open to public use or will be opened to public use. Such policy or policies of insurance shall include the City of Los Angeles as Loss Payee as its interests may appear.

10.1.2. **Improvements or Alterations Insurance**. Before any improvements, alterations, or construction work of any kind are performed by LICENSEE, LICENSEE shall obtain and maintain, at LICENSEE's expense, liability and worker's compensation insurance adequate to fully protect CITY as well as LICENSEE from and against any and all liability for death of or injury to any person or for loss or damage to property caused in or about or by reason of LICENSEE's construction. In addition, LICENSEE shall carry "Builder's All Risk" insurance in an amount reasonably approved by CITY covering the construction of such Alterations.

10.1.3. **Workers' Compensation and Employer's Liability**. LICENSEE shall provide and maintain Worker's Compensation coverage in the amount required by statute and Employer's Liability coverage in an amount not less than One Million Dollars ($1,000,000) per occurrence. Evidence of such insurance shall be on an Insurance Industry General Liability Certificate (such as an ACORD certificate).

10.1.4. **LICENSEE's Property**. CITY will not insure LICENSEE's equipment, stored goods, other personal property, fixtures, or licensee improvements, nor such personal property owned by LICENSEE's sublicensees or assignees, if any, or invitees. CITY shall not be required to repair any injury or damage to any personal property or trade fixtures installed in the PREMISES by LICENSEE caused by fire or other casualty, or to replace any such personal property or trade fixtures. LICENSEE may, at LICENSEE's sole option and expense, obtain physical damage insurance covering LICENSEE's equipment, stored goods, other personal property, fixtures or LICENSEE improvements or obtain business interruption insurance.

10.1.5. **Notice Of Reduction In Insurance**. All insurance policies required under this LICENSE shall expressly provide that such insurance shall not be canceled or materially reduced in coverage or limits except after thirty (30) days written notice by receipted delivery has been given to City Administrative Officer, Risk Management, City Hall East, Room 1240, 200 North Main Street, Los Angeles, California 90012.

10.1.6. **Default**. If insurance is canceled, lapsed, or reduced below minimums required in this Article, CITY may consider this License to be in default and may terminate it. Termination shall occur at the expiration of a three (3) day notice given in accordance with the provisions of the Code of Civil Procedure section 1162. At the termination of three (3) days or sooner, the LICENSEE shall vacate the PREMISES and the LICENSEE shall have no right to possess or control the PREMISES or the operations conducted therein. If the LICENSEE does not vacate, CITY may utilize any and all court proceedings to obtain a right to possession.

10.1.7. **Adjustment of Insurance Levels**. CITY may, from time to time during the Term or any extension or holdover of this LICENSE, applying generally accepted risk management principles, change the amounts and types of insurance required hereunder upon giving LICENSEE ninety (90)

days prior written notice.

10.2. **Waiver of Subrogation**. Each party hereto agrees to waive its rights of recovery against the other for any physical damage it may sustain to the extent that such damage is covered by valid and collectible property insurance. Each party will notify its respective insurers of such agreement. Further, each party agrees to waive in advance its insurer's rights of subrogation to the extent that its insurance policies so permit.

10.3. **Indemnification**. Except for the active negligence or willful misconduct of CITY, LICENSEE undertakes and agrees to defend, indemnify, and hold harmless CITY and any and all of CITY's boards, commissions, officers, agents, employees, assigns, and successors in interest and at the option of the CITY, defend by counsel satisfactory to the CITY, from and against all suits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorneys' fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including LICENSEE's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the acts, errors, omissions, or willful misconduct on the part of LICENSEE, sublicensees, assignees, contractors, subcontractors or invitees of LICENSEE, arising out of or relating to: (1) the use of the PREMISES and its facilities, (2) any repairs or alterations which LICENSEE may make upon the PREMISES, or (3) this LICENSE. LICENSEE's obligation to indemnify CITY and save CITY harmless shall include the retention and payment of reasonable legal counsel and investigative services and the payment of all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made in or has been made. LICENSEE's obligation to indemnify CITY and save CITY harmless shall include the retention and payment of reasonable legal counsel and investigative services and the payment of all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made in or has been made.

ARTICLE 11. SECURITY DEPOSIT

11.1. **Security Deposit**. LICENSEE shall maintain on deposit with GSD throughout the Term of this LICENSE a deposit in cash as security for the performance of LICENSEE's obligations under this License ("Security Deposit"). Initially, the amount of the Security Deposit shall be Three Thousand Dollars ($3,000). CITY shall hold the Security Deposit, and GSD and DEPARTMENT shall have the right at any time to apply part or all of the Security Deposit to repair damages to the PREMISES resulting from LICENSEE's occupancy, to clean the PREMISES upon termination of this License, and any expense, loss, or damage that GSD may suffer because of LICENSEE's default under this LICENSE. LICENSEE shall be obligated to maintain the Security Deposit at its full amount, and GSD, upon sixty (60) days prior written notice, may require LICENSEE to deposit an additional amount where events reasonably require an increase in the amount of the Security Deposit. Upon termination of this License, GSD may utilize all or part of the Security Deposit to restore the PREMISES to its original condition, less normal wear and tear. Neither the Security Deposit nor its application by GSD shall be a bar or defense to any action in unlawful detainer or to any action which CITY may at any time commence for a breach of any of the covenants or conditions of this LICENSE. CITY's obligation with respect to the security deposit are those of a debtor and not a trustee. CITY can maintain the security deposit separate and apart from DEPARTMENT's general funds or can commingle the security deposit with DEPARTMENT's general fund or other funds. DEPARTMENT shall not pay LICENSEE interest on the security deposit.

11.2. **Return of Security Deposit**. GSD shall retain any portion of the Security Deposit which may properly be utilized by GSD for the purposes described in this Article and shall return the balance of the Security Deposit to LICENSEE upon termination of this License by reason of (1) damage or destruction of the PREMISES, or (2) default on the part of GSD, or upon the any other termination of this LICENSE, within two (2) weeks after the date GSD receives possession of the PREMISES (unless the Security Deposit will reasonably be used to repair damages to the PREMISES caused by LICENSEE or to clean the PREMISES, in which case the return shall be within thirty (30) days after the date GSD receives possession of the PREMISES.)

ARTICLE 12. ASSIGNMENT AND SUBLICENSING

12.1. **Assignment Prohibited**. This LICENSE and permission herein given is personal to the LICENSEE and is not assignable or transferable.

ARTICLE 13. DAMAGE OR DESTRUCTION

13.1. **Total Destruction**. This LICENSE shall automatically terminate if the PREMISES Building is totally destroyed.

13.2. **Partial Destruction of Premises**. If the PREMISES and/or the Building are damaged by any casualty and, in GSD's opinion, the PREMISES (exclusive of any improvements made to the PREMISES by LICENSEE) can be restored to their pre-existing condition within sixty (60) days after the date of the damage or destruction, GSD may promptly and with due diligence repair any damage to the PREMISES (exclusive of any improvements to the PREMISES made by LICENSEE, which may be repaired by LICENSEE at LICENSEE's sole expense) and this LICENSE shall continue in full force and effect. If the PREMISES and/or the Building cannot reasonably be expected to be restored to their pre-existing condition within sixty (60) days after the date of the damage or destruction, or if GSD shall elect not to rebuild or restore the PREMISES and/or Building, either party may terminate this LICENSE upon fifteen (15) days prior written notice to the other party. Nothing in this Article shall be construed to require GSD to rebuild or restore the PREMISES or the Building.

13.3. **Waiver**. The provisions contained in this LICENSE shall supersede any contrary laws now or hereafter in effect relating to damage or destruction, and GSD and LICENSEE hereby waive the provisions of California Civil Code sections 1932(2) [termination where greater part of thing hired perishes] and 1933(4) [automatic termination upon destruction of thing hired].

13.4. **Termination**. If either party terminates this LICENSE as permitted by this Article 13, then this LICENSE shall end effective the date specified in the termination notice.

ARTICLE 14. DEFAULT AND TERMINATION

14.1. **Termination for Default or Convenience**. In the event that LICENSEE is in default of consideration provided for herein or in default of the performance of any other of the provisions and conditions provided to be kept and performed by LICENSEE or has abandoned the PREMISES as defined in California Civil Code section 1951.3, DEPARTMENT and GSD may terminate this LICENSE in accordance with PSC-9(B) of the Standard Provisions. DEPARTMENT and GSD may also terminate the LICENSE for convenience in accordance with PSC-9(A) of the Standard Provisions. Upon termination of the LICENSE, LICENSEE shall immediately quit the PREMISES and turn over to GSD any improvements installed by LICENSEE which will become GSD's property, unless GSD, notifies LICENSEE that all or a portion of such improvements shall be removed, in which case LICENSEE shall remove within thirty (30) days after termination all or such portion of such improvements at LICENSEE's sole expense and shall repair any damage caused or remaining after such removal.

14.2. **Termination of Personal Services Agreement (Cross-termination)**. Termination of this LICENSE shall cause the PERSONAL SERVICES AGREEMENT to be terminated immediately and concurrently, and termination of the PERSONAL SERVICES AGREEMENT shall cause this LICENSE to be terminated immediately and concurrently.

14.3. **Surrender of Premises**. The voluntary or other surrender of this LICENSE by LICENSEE, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of GSD, operate as an assignment to it of any or all sub-Licenses or sub-tenancies. No act or thing done by CITY or any agent or employee of CITY during the Term shall be deemed to constitute an acceptance by GSD of a surrender of the PREMISES unless such intent is specifically acknowledged in a writing signed by GSD. The delivery of keys to the PREMISES to GSD or any agent or employee of GSD shall not constitute a surrender of the

PREMISES or effect a termination of this License, whether or not the keys are thereafter retained by GSD, and notwithstanding such delivery, LICENSEE shall be entitled to the return of such keys at any reasonable time upon request until this License shall have been properly terminated.

14.4. **Condition of Surrendered Premises**. Upon the expiration or termination of this LICENSE, LICENSEE shall peaceably surrender the PREMISES and all alterations and additions thereto, broom-clean, in good order, repair and condition, reasonable wear and tear excepted. All alterations and improvements of any kind shall be part of the PREMISES and shall remain upon the PREMISES upon any termination of this LICENSE, except those alterations and improvements which DEPARTMENT, in its sole and absolute discretion, shall require LICENSEE to remove upon any such termination, which alterations and improvements shall be removed by LICENSEE within thirty (30) days after termination and all damage to PREMISES caused by such removal shall be repaired by LICENSEE. Upon such expiration or termination, LICENSEE shall, without expense to GSD or DEPARTMENT, remove or cause to be removed from the PREMISES all debris and rubbish, and such items of furniture, equipment, freestanding cabinet work, and other articles of personal property owned by LICENSEE or installed or placed by LICENSEE at its expense in the PREMISES, and such similar articles of any other persons claiming under LICENSEE, as GSD may, in its sole discretion, require to be removed, and LICENSEE shall repair at its own expense all damage to the PREMISES and Building resulting from such removal.

14.5. **Cumulative Remedies/Waiver**. The specific remedies to which CITY and LICENSEE may resort under the provisions of this LICENSE are cumulative and not intended to be exclusive of any other remedies afforded by laws. The waiver of the performance of any covenant, provision, or condition of this by CITY or LICENSEE shall not be construed as a waiver of any subsequent breach of the same covenant, provision or condition.

ARTICLE 15. MANDATORY CITY REQUIREMENTS

15.1. **Standard Provisions for City Contracts**. Incorporated by reference into this LICENSE is the Standard Provisions for City Contracts (Revised 1/25, v.2), which is attached as Exhibit 1 to the PERSONAL SERVICES AGREEMENT ("Standard Provisions"). Throughout the License Term, LICENSEE shall comply with the Standard Provisions and applicable City Ordinances, and any amendments thereto.

15.2. **Ordinance Language Governs**. In the event of a discrepancy between this LICENSE and the applicable ordinance language, as amended, the language of the ordinance shall govern.

ARTICLE 16. MISCELLANEOUS PROVISIONS

16.1. **Adult Supervision**. LICENSEE will maintain or cause to be available adult supervision adequate to supervise and control visitors to the PREMISES.

16.2. **Amendment of License**. No amendment, modification, supplement or mutual termination of any provision of this LICENSE shall in any event be effective unless the same shall be in writing and signed by GSD, DEPARTMENT, and LICENSEE.

16.3. **Approval for Displays/Signage**. LICENSEE is authorized to display routine posted information (such as "Open/Closed" signs, bulletins, dog/cat posters within the CLINIC, posted hours, etc.). All posted information and signage for LICENSEE shall be at LICENSEE's sole cost and expense, and shall be subject to LICENSEE's mandatory removal should DEPARTMENT and GSD, at their sole discretion, instruct LICENSEE to do so. No permanent sign (or sign requiring physical alteration of the PREMISES building's exterior surfaces of any sort) shall be placed on the outside of the PREMISES building without first having been submitted to DEPARTMENT for review, and without GSD's prior written approval. Such signage, if approved by GSD, shall not be inconsistent with exterior signs for similar businesses on similar buildings.

16.4. **Binding Effect**. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the

parties hereto.

16.5. **Captions, Table of Contents, and Index**. The titles or captions of all Articles, Sections, or Paragraphs, as well as the Table of Contents and the Index contained herein, are for convenience and reference only, are not intended to define or limit the scope of any provisions of this LICENSE, and shall have no effect on the interpretation of any provision of this LICENSE.

16.6. **CITY's Right of Entry**. At all reasonable times, GSD's or DEPARTMENT's authorized representatives may enter and inspect the PREMISES for purposes of ensuring compliance with the provisions of this LICENSE, to make changes and alterations, for purposes of entry to equipment access panels, or for any other reasonable lawful purpose. During the final six months of the Term of this LICENSE, GSD or DEPARTMENT may exhibit the PREMISES. During the final month of the Term of this License, GSD or DEPARTMENT may display thereon appropriate notices relating to leasing of the PREMISES in such manner as not to unreasonably interfere with LICENSEE's business.

16.7. **Conflict of Laws and Venue**. This LICENSE shall be governed by and interpreted in accordance with the law of the State of California. Venue in any action arising out of this LICENSE will be proper only in the County of Los Angeles, State of California.

16.8. **Consent/Duty to Act Reasonably**. Except where otherwise expressly qualified and except for matters which will have an adverse effect on the (a) structural integrity of the Building, (b) the Building Systems (Section 16.3, page 12), or (c) which could affect the exterior appearance of the Building, whereupon in each such case LICENSEE's duty is to act in good faith and in compliance with the LICENSE, any time the consent of LICENSEE or GSD is required, such consent shall not be unreasonably withheld, conditioned, or delayed. Whenever the LICENSE grants LICENSEE or GSD the right to take action, exercise discretion, establish rules and regulations or make allocations or other determinations, LICENSEE and GSD shall act reasonably and in good faith and take no action which might result in the frustration of the reasonable expectations of a sophisticated licensor and sophisticated licensee concerning the benefits to be enjoyed under the LICENSE.

16.9. **Corporate Resolution**. If LICENSEE is a corporation and the signators for LICENSEE are not two officers of the corporation as specified in California Civil Code Section 313, then prior to or contemporaneous with the execution of this License, LICENSEE shall provide to GSD a current copy of its corporate resolution depicting the names, titles and legal signatures of the officer or officers of the corporation authorized to execute legal documents, including this LICENSE, on behalf of LICENSEE. Within thirty (30) days after LICENSEE's receipt of GSD's written request, LICENSEE shall provide to GSD an updated corporate resolution depicting such names and legal signatures.

16.10. **Covenants and Agreements**. The failure of LICENSEE or GSD to insist in any instance on the strict keeping, observance or performance of any covenant or agreement contained in the LICENSE, or the exercise of any election contained in the LICENSE shall not be construed as a waiver or relinquishment for the future of such covenant or agreement, but the same shall continue and remain in full force and effect.

16.11. **Days**. Unless specified otherwise herein, all references in this LICENSE to less than ten (10) days shall mean business days; otherwise, "days" shall mean calendar days unless specifically modified herein to be "business" or "working" days. All references to "notice" shall mean written notice given in compliance with Article 4. All references, if any, to "month" or "months" shall be deemed to include the actual number of days in such actual month or months.

16.12. **Exhibits - Incorporation in License**. All exhibits referred to are attached to this LICENSE and incorporated by reference as though fully set forth in the body of the LICENSE.

16.13. **Force Majeure**. Except as otherwise provided in this LICENSE, whenever a day is established in this License on which, or a period of time, including a reasonable period of time, is designated within which, either party is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days on or during which

such party is prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of wars, insurrections, rebellions, civil disorder, declaration of national emergencies, acts of God, or other causes beyond such party's reasonable control (financial inability excepted) ("Force Majeure"); provided, however, that nothing contained in this Section 16.13 shall excuse LICENSEE from the prompt payment of any Rent or other charge required of LICENSEE hereunder. Neither party shall be liable for and in particular, LICENSEE shall not be entitled to, any abatement or reduction of Rent or right to terminate by reason of, any such delays or failures or other inability to provide services or access under this LICENSE due to Force Majeure.

16.14. **No Partnership or Joint Venture**. Nothing contained in this LICENSE shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association between GSD and LICENSEE. Neither the method of computation of Rent nor any other provision contained in this LICENSE, nor any acts of the parties hereto, shall be deemed to create any relationship between GSD and LICENSEE other than the relationship of Lessor and LICENSEE.

16.15. **No Relocation Assistance**. LICENSEE acknowledges that it is not entitled to relocation assistance or any other benefits under the California Relocation Assistance Act (Government Code section 7260, et seq.), the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C.A. § 4601, et seq.), or any other provisions of law upon termination of this LICENSE. LICENSEE therefore waives any claim to such assistance or benefits.

16.16. **Parking**. LICENSEE is not guaranteed any parking spaces for their use at the CLINIC. Specific parking privileges may be negotiated with the individual DEPARTMENT Animal Care Center with which the CLINIC is associated. Any additional parking required by code and/or for permits for LICENSEE's business operation is LICENSEE's expense and responsibility

16.17. **Partial Invalidity**. If any provision or condition contained in this LICENSE shall, to any extent, be invalid or unenforceable, the remainder of this LICENSE, or the application of such provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other provision and condition of this LICENSE shall be valid and enforceable to the fullest extent possible permitted by law.

16.18. **Prior Agreement/Amendments**. This License contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this LICENSE, and no prior agreement or understanding, oral or written, express or implied, pertaining to any such matter shall be effective for any purpose. This LICENSE cannot be altered, changed, modified or added to, except as approved in writing by the City Council of City of Los Angeles and signed by the General Manager of the Department of General Services and by LICENSEE, or their successors in interest. The parties acknowledge that all prior agreements, representations and negotiations are deemed superseded by the execution of this LICENSE to the extent they are not incorporated herein.

16.19. **Quiet Enjoyment**. Upon conformance by LICENSEE with the covenants, provisions, and conditions of this LICENSE, LICENSEE shall peaceably and quietly hold and enjoy the PREMISES for the Term of this LICENSE without hindrance or interruption by CITY, or any other person or persons lawfully or equitably claiming by, though, or under CITY, subject, nevertheless, to the provisions and conditions of this LICENSE.

16.20. **Receivership or Bankruptcy**. In the event LICENSEE shall be adjudicated a bankrupt or become involved in any proceedings under the bankruptcy laws of the United States, or if the license created hereby, or any improvements constructed pursuant to this LICENSE, shall be transferred by operation of law, including but not limited to, enforcement of a judgment, the trustee in bankruptcy, the assignee or judgment purchaser shall be bound by all provisions of this LICENSE, including but not limited to the provision that operation of the PREMISES be for the purposes stated in Article 5.1.

16.21. **Severability**. If any provision of this LICENSE or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this LICENSE, or the

application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this LICENSE shall be valid and be enforced to the fullest extent permitted by law. This LICENSE shall be governed by and construed under the laws of the State of California.

16.22. **Successors in Interest**. Subject to the provisions hereof relative to assignment, this LICENSE shall be binding upon and inure to the benefit of the heirs, executors, administrators, transferees, successors and assigns of the respective parties hereto.

16.23. **Time**. Time is of the essence with respect to the performance of every provision of this LICENSE in which time or performance is a factor.

IN WITNESS WHEREOF, the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Department of General Services, and with the consent and cooperation of DEPARTMENT, Licensor, and American Society for the Prevention of Cruelty to Animals as LICENSEE, have caused this LICENSE to be executed as of the date of the attestation by the City Clerk.

APPROVED AS TO FORM AND LEGALITY
Hydee Feldstein Soto, City Attorney

By: _____

Deputy City Attorney

DATE: _____

CITY:
CITY OF LOS ANGELES, a municipal corporation, acting by and through its Department of General Services

By: _____
Tony M. Royster
General Manager

DATE: _____

ATTEST:
Petty F. Santos, Interim City Clerk

By: _____
Deputy

DATE: _____

LICENSEE:
AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

By: _____
Gordon Lavalette, CFO

Executed at _____

DATE: _____

(second signature required of corporations)

By: _____
Beverly J. Jones, SVP and Chief Legal Officer

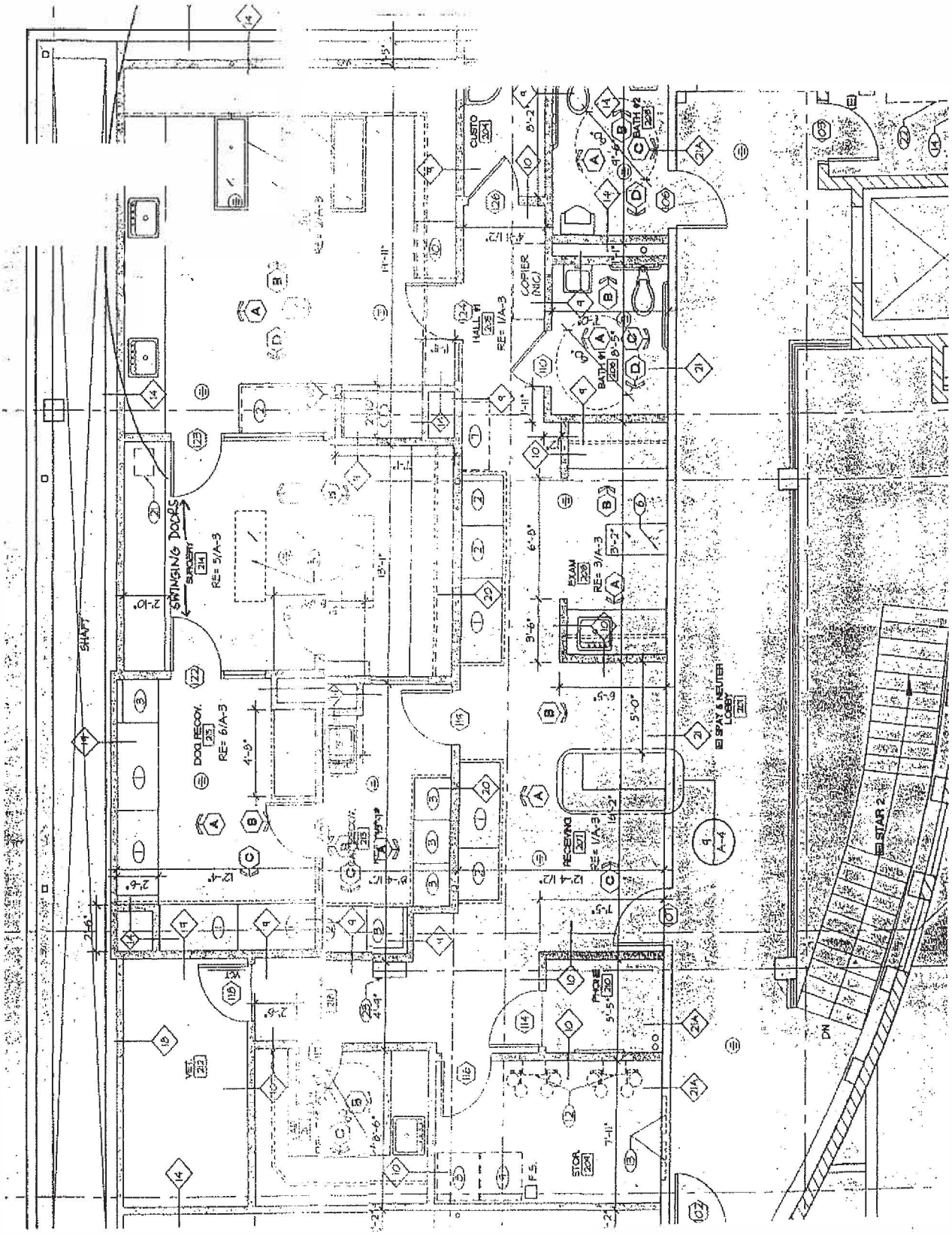
Executed at _____

DATE: _____

CF No.:21-0392
Approval Date: 6/1/21

Exhibit 3

SOUTH LOS ANGELES ANIMAL SHELTER



City of Los Angeles Department of Animal Services
Incident Report

EXHIBIT 4

This report is to be completed by the Veterinarian and/or Managing Licensee of the facility when, as a result of treatment and/or surgery, there is a patient complication and/or mortality. Complications may include, but are not limited to, additional monitoring of an animal beyond the general standard norm, non-standard over-night hospitalization and/or treatment, emergency care, excessive bleeding, hematoma, and swelling.

Reports must be completed and a copy submitted to the Department of Animal Services' Administrative Office no later than 2 business days after the incident occurrence to ani.contracts@lacity.org.

Clinic/Facility Name: _____

Name of Veterinarian: _____

Telephone: _____

Date of Report: _____

Date Incident Occurred: _____

Animal ID #: _____ Sex: _____
Breed: _____ Age: _____

Client/Owner Name: _____

Client/Owner Telephone: Home _____

Work _____

Cell _____

Was a physical exam performed prior to incident? Yes _____ No _____

If yes, please note any abnormal findings: _____

_____

_____

Please give a brief description of the incident including how the incident was resolved (if applicable). Use additional pages as necessary.

_____

_____

Certification of Person Completing This Report

I certify, under penalty of perjury, that the information contained herein is true and correct to the best of my knowledge.

Signature: _____

Print Name: _____ Date: _____

City of Los Angeles Department of Animal Services
Incident Report

For LAAS Use only
Received by:

Contacted Owner [ ]	Contacted Hospital [ ]	Incident Closed [ ]	Forwarded for Investigation [ ]
Died during pre-op:	[ ]	Animal Escaped	[ ]
Died during surgery:	[ ]	Animal Injured	[ ]
Died during recovery:	[ ]	Animal Bit Human	[ ]
Fee Issue	[ ]	Animal Bit Animal	[ ]

Notes:

Exhibit 5

Contractor is not charging any fees to the public referenced in Section VII.A.2.