

TRANSMITTAL

To: **THE CITY COUNCIL**

Date: **07/25/2025**

From: **THE MAYOR**

TRANSMITTED FOR YOUR CONSIDERATION. PLEASE SEE ATTACHED.

A handwritten signature in black ink, appearing to read "Carolyn Webb de Macías". The signature is fluid and cursive, with a large loop at the end.

(Carolyn Webb de Macías for)

KAREN BASS

Mayor

**BOARD OF
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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

July 14, 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 A REVOCABLE RIGHT OF ENTRY LICENSE WITH THE LANGE FOUNDATION TO ACCEPT THE DONATION OF FREE ANIMAL INTERVENTION SERVICES FOR THE PUBLIC AND THEIR ANIMALS AND TO USE THE PREMISES AT THE CHESTERFIELD SQUARE/SOUTH LOS ANGELES ANIMAL SERVICES CENTER TO PROVIDE SAID SERVICES

In accordance with the Mayor's Executive Directive No. 3, attached for your review is a revocable Right Of Entry (ROE) license with The Lange Foundation to donate free animal intervention services for the public and their animals and to use the premises at the Chesterfield Square/South Los Angeles Animal Services Center to provide said services.

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

The following information is provided to assist with your review of the proposed ROE. 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	Revocable Right Of Entry License to Provide Free Animal Intervention Services at the Department's Chesterfield Square Animal Services Center for the Public and their Animals
2	Customer	City of Los Angeles constituents receiving free animal intervention services

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3	Customer Address	1850 West 60 th Street Los Angeles, CA 90047
4	Purpose	To Provide Free Animal Intervention Services at the Chesterfield Square Animal Service Center
5	Term	April 22, 2025 – August 21, 2026
6	Amount of Compensation	N/A
7	New Contract, Amendment, or Agreement?	New
8	Source of Funds	N/A
9	Council Approval	Needed
10	Appropriated Funds Available?	N/A
11	Names of Proposers and scores	N/A
12	RFP Advertisement Date	N/A
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	June 24, 2025
Compliance with City Contracting Requirements		
1	Charter Section 1022	N/A
2	Risk Management Insurance Requirements	Yes
3	Standard Provisions	N/A
4	Business Inclusion Program	N/A
5	EBO/FSHO Compliance	N/A
6	DO Compliance	N/A
7	CRO Compliance	N/A
8	City Attorney Review	Approved by Steve Houchin
9	Percent of Workforce Residing in the City	N/A
10	MLO Bidder's Certification Form	N/A

Respectfully submitted,

Curtis R. Watts

for

Annette G. Ramirez
Interim General Manager

SUBJECT: EXECUTIVE DIRECTIVE NO. 3 REVIEW FOR A REVOCABLE RIGHT -OF -ENTRY LICENSE WITH THE LANGE FOUNDATION TO ACCEPT THE DONATION OF FREE ANIMAL INTERVENTION SERVICES FOR THE PUBLIC AND THEIR ANIMALS AND TO USE THE PREMISES AT THE CHESTERFIELD SQUARE/SOUTH LOS ANGELES ANIMAL SERVICES CENTER TO PROVIDE SAID SERVICES

c: Jacqueline Reyes, Office of the City Administrative Officer

Attachments: Revocable Right of Entry License to Provide Free Animal Intervention Services at the Department's Chesterfield Square Animal Services Center

Board of Animal Services Commissioners Report

AGR:SCL:CG

**BOARD OF
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Report to the Board of Animal Services Commissioners

MEETING DATE: June 24, 2025

PREPARED BY: Sharon Lee

REPORT DATE: June 20, 2025

TITLE: Sr. Management Analyst II

SUBJECT: ACCEPT DONATION OF SERVICES FROM LANGE FOUNDATION TO PROVIDE FREE ANIMAL INTERVENTION SERVICES AT THE CHESTERFIELD SQUARE ANIMAL SERVICES CENTER FOR THE PUBLIC AND THEIR ANIMALS AND APPROVE CORRESPONDING RIGHT OF ENTRY AGREEMENT

BOARD ACTION RECOMMENDED:

1. **APPROVE** acceptance of the donation from Lange Foundation to provide free animal intervention services to the public and their animals at the Chesterfield Square Animal Services Center (valued at up to \$500,000) and recommend that the City Council accept the donation;
2. **DIRECT** staff to transmit a report to the City Council recommending acceptance of the donated services;
3. **APPROVE** the issuance of a Right of Entry License with Lange Foundation, attached as Exhibit A, to provide the donated animal intervention services at the Chesterfield Square Animal Services Center; and,
4. **AUTHORIZE** the Department's General Manager to execute the ROE upon receipt of all necessary approvals.

SUMMARY:

Lange Foundation, a nonprofit organization, will use \$250,000 a year of the foundation's funds to provide free animal intervention services to the public and their animals at the Chesterfield Square Animal Services Center ("Center") on days and times selected in advanced coordination with and approval from the Department of Animal Services (Department) at no cost to the Department.

The animal intervention services will have a goal of enabling the public to retain their pets rather than surrender them to the Department. Lange Foundation will give financial assistance and coordination for their pets' veterinary services, spay/neuter services, boarding, training, and, occasionally, "Creating a Humane LA"

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Visit our website at www.LAAnimalServices.com

Report to the Board of Animal Services Commissioners
SUBJECT: ACCEPT DONATION OF SERVICES FROM LANGE FOUNDATION TO PROVIDE FREE ANIMAL INTERVENTION SERVICES AT THE CHESTERFIELD SQUARE ANIMAL SERVICES CENTER FOR THE PUBLIC AND THEIR ANIMALS

relocation services. They will only provide these services in an area or room at the Center as authorized by the Department to set up a table and chairs to offer and coordinate animal intervention services to the public.

Accepting this donation will benefit the Department by relieving the animal overpopulation at the Center due to the animal intervention services assisting the public to retain their pets rather than surrender them to the Department.

On April 28, 2025, the Department executed a short-term Right of Entry Agreement (ROE) with Lange Foundation to allow for animal intervention services to be provided at the Center for four months. The Department requests that the Board provide approval of this new long-term ROE, attached as Exhibit A, to allow Lange Foundation to continue providing the donated services for an additional two years.

FISCAL IMPACT:

There will be no financial impact to the General Fund.

Approved:



Annette Ramirez, Interim General Manager

Attachment: REVOCABLE RIGHT OF ENTRY LICENSE TO PROVIDE FREE ANIMAL INTERVENTION SERVICES AT THE DEPARTMENT'S CHESTERFIELD SQUARE ANIMAL SERVICES CENTER FOR THE PUBLIC AND THEIR ANIMALS

BOARD ACTION:

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

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DR. JEREMY PRUPAS
CHIEF VETERINARIAN

June ____, 2025

Lange Foundation
Attn: Gillian Lange, Founder
2106 S. Sepulveda Boulevard
Los Angeles, California 90025

**REVOCABLE RIGHT OF ENTRY LICENSE TO PROVIDE FREE ANIMAL INTERVENTION
SERVICES AT THE DEPARTMENT'S CHESTERFIELD SQUARE ANIMAL SERVICES CENTER
FOR THE PUBLIC AND THEIR ANIMALS**

Dear Lange Foundation:

The City of Los Angeles ("City"), through its Department of Animal Services ("Department"), hereby issues this revocable right of entry license ("License") to the Lange Foundation, a 501(c)(3) nonprofit organization ("Licensee"), granting temporary access to the Premises (as defined below in Section 1) for the purpose of providing free animal intervention services to the public and their animals at the Premises.

This License is issued subject to, and Licensee agrees to comply with, the following conditions:

1. LICENSE AREA DEFINED

The location for which this License grants access is at the following Department Animal Services Center:

Chesterfield Square/South LA Animal Services Center
1850 West 60th Street
Los Angeles, CA 90047

(referred to herein as the "Premises" or as the "Animal Services Center")

2. LICENSE GRANTED

Licensee and its authorized representatives, employees, and agents, are granted a revocable right of entry license to enter the Premises on days and times coordinated with Department personnel to provide free animal intervention services to the public and their animals at the Premises, with the goal of enabling the public to retain their pets rather than surrender them to the Department, subject to the following terms and conditions:

"Creating a Humane LA"

AN EQUAL OPPORTUNITY EMPLOYER

Visit our website at www.LAAnimalServices.com

SUBJECT: REVOCABLE RIGHT OF ENTRY LICENSE TO PROVIDE ANIMAL INTERVENTION SERVICES AT THE DEPARTMENT'S CHESTERFIELD SQUARE ANIMAL SERVICES CENTER FOR THE PUBLIC AND THEIR ANIMALS

- A. Licensee will provide animal intervention services at the Premises at no cost to the Department on days and at times selected in advanced coordination with and approval from the Department. Licensee will utilize an area or room of the Premises as authorized by the Department to set up a table and chairs to offer and coordinate animal intervention services to the public. Intervention services may include financial assistance and coordination for their pets' veterinary services, spay/neuter services, boarding, training, and, occasionally, relocation services. Licensee will make it clear that the intervention services are not being offered or provided by the City of Los Angeles.
- B. Licensee will be responsible for the repair or replacement of any Department property that is damaged resulting from its activities at the Premises.
- C. The Department will provide Licensee with a table and chairs and designate an area at the Premises where Licensee will provide animal intervention services to the public.
- D. Department will provide Licensee with space, when feasible, at the Premises to store pet supplies, such as, collars, leashes, and carriers for distribution to the public.
- E. The Premises must be left in the same or better condition as it was accepted.
- F. Department may use Licensee's name and/or logo on press releases, website, and social media for the limited purpose of promoting animal intervention services and events. Licensee may use the terms "City of Los Angeles," and "Department of Animal Services" on their press releases, websites, and social media for the limited purpose of promoting animal intervention services and events at the Premises. City of Los Angeles or Department symbols may not be used in any manner.

3. TERM

The term of this License shall begin on August 22, 2025, and terminate on August 21, 2027, unless earlier terminated by the Department. The Department shall have the option to extend the term of the License for one additional year at its sole discretion. Should it become necessary to change the scope of this License, Licensee will notify Department in writing and request approval of the proposed change, which may be granted in the sole discretion of Department. All correspondence will be sent to the addressee listed in Section 11.

Licensee may have started providing the intervention services at the Premises prior to the execution of this License. To the extent that the intervention services were performed in accordance with the terms and conditions of this License, those services are hereby ratified.

4. INSURANCE AND PERMITS

Licensee, at its own cost and expense, and in the name of Licensee, shall, prior to any use of the Premises, obtain insurance and furnish the City with evidence of such insurance from insurers in a form acceptable to City Risk Management for the coverage and minimum limits of insurance indicated on Attachment 1, which shall be maintained by Licensee throughout the duration of this License. Licensee shall ensure that all its contractors and subcontractors obtain and furnish the City with evidence of the same insurance coverage and minimum limits of insurance indicated on Attachment 1, which shall be maintained while the contractor or subcontractor is performing services at the Premises.

SUBJECT: REVOCABLE RIGHT OF ENTRY LICENSE TO PROVIDE ANIMAL INTERVENTION SERVICES AT THE DEPARTMENT'S CHESTERFIELD SQUARE ANIMAL SERVICES CENTER FOR THE PUBLIC AND THEIR ANIMALS

Proof of insurance must be posted on KwikComply and approved by the City of Los Angeles Risk Manager prior to approval of the License. If insurance is not posted and approved, the City may purchase insurance at the Licensee's expense or cancel the License.

5. INDEMNIFICATION

Except for the active negligence or willful misconduct of City, or any of its boards, officers, agents, employees, assigns and successors in interest, Licensee, 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, payment of attorney's fees (both in house and outside counsel) and costs of litigation (including all actual litigation costs incurred by City, including but not limited to, costs of experts and consultants), and damages or liability of any nature whatsoever, including but not limited 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 an act, error, or omission by Licensee, 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 License. This provision will survive expiration or termination of this License.

6. COSTS AND ADMINISTRATIVE FEES

The Licensee will provide the animal intervention services at no cost to the City or the public. There are no administrative fees due for the issuance of this License.

7. DEPARTMENT AUTHORITY/COORDINATION

Licensee shall abide by the terms and conditions of this License and will cooperate fully with Department employees in the performance of their duties. The primary contacts for each of the Parties are as follows:

LAAS Contact:

Annette Ramirez, Interim General Manager
Office: (213) 482-9558
annette.ramirez@lacity.org
cc: ani.contracts@lacity.org

Licensee Contact:

Lange Foundation
Gillian Lange, President and Founder
(310) 299-6285
info@langefoundation.org

8. RIGHT OF INSPECTION

Authorized representatives, agents, and employees of the Department will have the right to enter the Premises at any time for purposes of fulfilling normal duties.

9. MAINTENANCE OF PROPERTY

Licensee shall maintain the Premises in an orderly condition during the term of this License. Licensee hereby warrants and covenants that no improvements or other natural features on Premises will be

SUBJECT: REVOCABLE RIGHT OF ENTRY LICENSE TO PROVIDE ANIMAL INTERVENTION SERVICES AT THE DEPARTMENT'S CHESTERFIELD SQUARE ANIMAL SERVICES CENTER FOR THE PUBLIC AND THEIR ANIMALS

disturbed due to the activities authorized under this License. Licensee will also take whatever measures are necessary to ensure the safety of the public on the Premises during the term of this License, including the posting of signs and the placing of barricades to cordon off equipment and the Premises if necessary.

Licensee shall not make any alterations or modifications to the Premises without prior City approval. Requests for alterations, improvements, capital improvements, and maintenance issues at the Premises shall be submitted to the Department in writing. All requests are subject to approval of the Department and the City's General Services Department.

10. RESTORATION AND FINAL INSPECTION

Licensee shall restore the Premises and all property that is damaged, moved, or altered as a result of the permitted activities at the Premises to its original condition. Upon termination of this License, Licensee shall contact the Department coordinator in Condition No. 7 to arrange a final inspection.

11. LICENSE NOTIFICATIONS

Should Licensee desire modifications to this License, Licensee will submit a written request to:

LAAS Contact:

Christina Gomez, Management Analyst

Office: (213) 482-9574

christina.gomez@lacity.org

cc: ani.contracts@lacity.org

AND

Sharon Lee, Senior Management Analyst

Email: sharon.lee@lacity.org

12. TERMINATION OF LICENSE

Department may immediately terminate this License at any time, with written notice to Licensee.

13. ACCEPTANCE

By its execution below of this License, Licensee agrees to comply with the terms and conditions of this License.

Sincerely,

Annette G. Ramirez, Interim General Manager
Department of Animal Services

Date

SUBJECT: REVOCABLE RIGHT OF ENTRY LICENSE TO PROVIDE ANIMAL INTERVENTION SERVICES AT THE DEPARTMENT'S CHESTERFIELD SQUARE ANIMAL SERVICES CENTER FOR THE PUBLIC AND THEIR ANIMALS

Gillian Lange, Founder
Lange Foundation

Date

Approved as to Form:

Deputy City Attorney
Office of the Los Angeles City Attorney

Attachment 1 – Required Minimum Insurance and Instructions

AR/CW/SL/CG

Attachment 1

(Rev. 05/18)

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to Submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the required method of submitting your documents. **KwikComply** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **KwikComply** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Contractor must provide City a thirty (30) day notice of cancellation (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.org/>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **KwikComply** at <https://kwikcomply.org/>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the

Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

Required Insurance and Minimum Limits

Name: Lange FoundationDate: 4/15/2025Agreement/Reference: Revocable Right of Entry - Animal Intervention Services at the Department's Chesterfield Square Animal Servi

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 (WC) and Employer's Liability (EL)
WC StatutoryEL 1,000,000☒ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

✓ General Liability 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) _____

Discovery 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 _____

 _____ **Crime Insurance** _____

Other: Submitted to: Christina Gomez @ Animal Services

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://cao.lacity.org/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.