



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

## **PERSONAL SERVICES AGREEMENT**

For the Operation of a Mobile Spay/Neuter Clinic to  
Provide Spay/Neuter Services Throughout Los Angeles

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AGREEMENT BETWEEN THE CITY OF LOS ANGELES  
AND  
[name of contractor]

FOR THE OPERATION OF A MOBILE SPAY/NEUTER CLINIC

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

WHEREAS, the City of Los Angeles has found that subsidizing a mobile spay/neuter clinic is a feasible and necessary method of making spay/neuter services accessible to low-income areas of Los Angeles, where the number of intact animals tend to be higher and where there tend to be fewer stationary spay/neuter clinics; and

WHEREAS, the Department has funded this service for years under previous contracts; and

WHEREAS, the Department released a Request for Proposals (“RFP”) on [date\_\_\_] to enter into a new agreement, Contractor submitted a proposal in response to the RFP, met the requirements, and was awarded this Agreement by the Animal Services Board of Commissioners (“Board”) on [date\_\_\_], according to the terms of the RFP; and

WHEREAS, the Contractor will provide spay/neuter services for dogs and cats owned by low-income residents in Los Angeles; and

WHEREAS, Contractor will accept the prices for spay/neuter surgeries incorporated herein.

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

**Section I. Representatives of the Parties and Service of Notice**

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

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

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

2. The representative of the Contractor shall be:

Name of contractor  
Address  
City, California, 90000

- B. Formal notices, demands, and communications required hereunder by any party shall be made in writing and communicated by U.S. mail, fax, or email.
- C. If the name of the person designated to receive the notices, demands, or communications, or the address of such person is changed, written notice shall be given to the other parties within five (5) business days of said change.

**Section II. Term**

Unless terminated earlier pursuant to this Agreement or pursuant to termination provisions within the attached exhibits incorporated herein, the term of this Agreement shall be three (3) years, and may be renewed for up to three (3) additional years. The City intends to exercise the renewal option on the condition that the Contractor's performance reasonably meets the expectations stipulated in this Agreement. The City will not decline to exercise the renewal option arbitrarily and capriciously.

**Section III. Amount of Payment**

The Department allocates \$500,000 per the City's fiscal year (defined as July 1 through June 30) for this service. The Department shall use this amount to fund payments to Contractor; additional funding may be available but is not guaranteed. This provision shall not mean that the City is required to reach or approach this amount.

**Section IV. Standard Provisions for City Contracts**

Contractor shall comply with all provisions of the City of Los Angeles' Standard Provisions for City Contracts, (Revised 10/03), ("Standard Provisions"), attached hereto and incorporated herein as Exhibit A. In the event of any inconsistency between the Standard Provisions and this Agreement, the latter shall be deemed to be controlling.

**Section V. Scope of Services**

The Contractor shall obtain, operate, and maintain a Mobile Spay/Neuter Clinic from which the Contractor will provide free spay/neuter services for animals owned by low income, senior, and disabled Los Angeles residents; will provide all staffing, equipment, and supplies; and will obtain all permits, licenses, and registrations required to operate the Mobile Clinic. In particular, the veterinary services to be provided are as follows:

**A. Spay/Neuter and Related Veterinary Services**

**1. Surgical Sterilizations**

The Contractor will perform:

- a. Spay and neuter surgeries on all qualified dogs and cats eight weeks of age or older. Contractor may also accept all Department discount coupons and free certificates or vouchers for the service.
- b. Pre-surgical physical examinations on all surgical candidates to determine if an animal is qualified for surgical treatment.
- c. Other ancillary medical procedures associated with surgical sterilizations, according to the provisions outlined below:
  - i. The Contractor will conform to all surgical standards as dictated by the California Veterinary Medicine Practice Act (CVMPA).

- ii. Animals deemed unfit or unhealthy by a veterinarian may be rejected for surgical sterilization.
- iii. Animals that are deemed pregnant or in estrus may be surgically sterilized at the discretion of the veterinarian.
- iv. Animals of advanced age may require pre-surgical geriatric blood screening.
- v. If surgical exploration is needed to determine if an animal has already been spayed, surgery shall be deemed performed and the same fee shall apply as if the spay surgery was performed.

## **2. Emergency Medical Treatment**

Contractor shall monitor all animals under its care and control for post-surgical complications and shall provide appropriate post-surgery medical treatment to animals in the event of an emergency related to the surgery, at no additional cost to the City or the pet owner, so long as such complications are discovered while the animal is under the Contractor's care and control.

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 he or she needs to be transported to another private veterinary hospital, which will be at no additional cost to the City or the pet owner if the emergency is determined to be related to or caused by the sterilization surgery.

Charges for medical emergency treatment for animals in the care and control of the Contractor but not caused as a result of the sterilization by the Contractor, either by the Contractor or at referred veterinary hospitals that are pre-approved by the Department, may be charged to the pet owner, provided the pet owner has approved the treatment in advance via telephone notification.

## **3. Care of Animals**

- a. Contractor's care of animals in its custody shall be in conformance with all federal, state, and local humane laws and statutes. A California-licensed veterinary technician, or equivalent, shall remain on duty following the procedure until each animal's recovery status meets the conditions set forth by the CVMPA to send home with his or her owner or transfer to the care of the shelter staff, depending on where the animal came from.
- b. Animals unclaimed by owner(s) at the end of the business day shall be kept overnight at the Clinic, unless determined otherwise by Department staff, while reasonable efforts are made by the Contractor to contact the pet owner.

## **4. Release of Animals**

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

## **B. Operations**

### **1. Vehicle Requirements**

Contractor shall obtain, operate, and maintain, at its sole cost, a vehicle appropriately modified to be the Mobile Spay/Neuter Clinic. Contractor shall maintain said vehicle in top working condition at all times, and shall make all reasonable efforts to ensure that at no time are services impacted by failure of the vehicle to be in top working condition. Contractor shall bear all costs of maintenance, including but not limited to, purchasing or leasing, engine maintenance, routine repairs, fuel, parking, and insurance.

### **2. Service Locations of Mobile Clinic Operations**

Contractor shall be responsible for determining and scheduling the locations of the Mobile Clinic operations. The locations shall be at the Contractor's discretion, subject to Department disapproval, and shall be primarily in low-income areas within the City of Los Angeles. The Department may provide to the Contractor, when feasible, data about where services are needed most, which will be helpful to the Contractor to determine service locations. Although the Department shall make its best effort to provide such information within a reasonable time, the Department shall be under no obligation to provide such information.

### **3. Days and Hours of Operation**

Contractor shall operate the Mobile Clinic a minimum of \_\_\_ days each month, to be scheduled at the Contractor's discretion, and subject to disapproval of Department. Contractor's hours of operation shall be such that members of the public bringing their animals to the Mobile Clinic are reasonably accommodated for their time. Contractor shall advertise the days of operation at least one month prior, and publish its scheduled days of operation online and by other appropriate media.

### **4. Equipment and Supplies**

Contractor shall obtain, at its own expense, all equipment and supplies to be used in the operation of the Mobile 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 Mobile Clinic, and shall ensure that repairs or replacement of equipment does not unreasonably interrupt its services.

### **5. Licenses and Permits**

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

- A current Veterinary Premise License for the Mobile Clinic, naming the Contractor's veterinarian as the Managing Licensee, as required by the California Veterinary Medical Board.
- A current Veterinarian License for the Contractor's veterinarian(s), as required by the California Veterinary Medical Board.
- A Controlled Substance Registration Certificate, as required by the U.S. Department of Justice, Drug Enforcement Administration (DEA).
- All other necessary permits to operate the Clinic(s), 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. The Contractor will operate the Mobile Clinic according to all federal, state, and local laws.

**6. 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.

**7. 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.

**8. Hazardous Waste Disposal**

As used in this Agreement, the term "hazardous waste" shall mean any hazardous or toxic substances, biohazards, medical wastes, sharps, discarded animal tissues or animal carcasses, or other materials or wastes, used or discarded by the Contractor in connection with its operations, which can damage the environment or be harmful to health. The Contractor will be solely responsible for the proper, legal disposal of hazardous waste generated by the Mobile Clinic, at its own cost.

**9. Signage**

The Contractor shall place on the Mobile Clinic, in a prominently location, signage indicating that the Mobile Clinic is providing services paid by the City of Los Angeles.

**C. Fees and Payments**

**1. Fees for Spay/Neuter Surgeries**

Fees for spay/neuter surgeries paid by the Department to the Contractor shall be as follows:

Dog spay	\$ _____
Dog neuter	\$ _____
Cat spay	\$ _____
Cat neuter	\$ _____

Fees shall be effective for the first year of the Contract (i.e. the first twelve months beginning at the date of execution, regardless of calendar year or Fiscal Year). Thereafter, Contractor may request reasonable price adjustments; if Contractor finds it necessary to adjust prices, Contractor shall submit a written request for a reasonable price adjustment to the Department, supported by appropriate documentation to justify the requested adjustment. "Appropriate documentation" shall mean documents such as copies of invoices from the Contractor's vendors, copies of payroll, Contractor's income statement, and/or other documents showing a change in the Contractor's costs of labor and/or materials. The Department shall not consider any request for price adjustments without said documentation. Any price adjustments shall be subject to Board approval, and shall be effective only after said Board approval or as otherwise effected by the Board. Contractor shall not adjust prices without prior written approval of the Board.

## **2. Payments to Contractor:**

For surgeries provided by Contractor under this Agreement, City shall pay Contractor as follows:

- a. City shall pay Contractor for spay/neuter surgeries for dogs and cats (males and females).
- b. The amount paid shall be according to the fee schedule above.
- c. Invoicing and Payment Process:
  - i. Contractor shall remit invoices for the above services on or before the 10th of the month after which the service is provided.
  - ii. Each invoice shall be accompanied by supporting documentation, such as suitable proof of surgeries or other documentation as may be required by the Department, in a form approved by the Department.
  - iii. All payments are subject to Department review and approval of Contractor's documentation and work.
  - iv. Department will make all reasonable efforts to pay Contractor each month for services rendered the previous month, so long as invoices and supporting documentation are received on time as indicated herein.

## **D. Pre-Release Programs Participation**

Contractor may participate in Department Pre-Release Spay and Neuter Programs of spaying and neutering dogs and cats eight weeks of age or older.

## **E. Code of Ethics**

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

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

## **F. Quality Control**

### **1. Contractor Employee Acceptability**

The Contractor shall immediately remove and replace any of its employees who violate the terms and conditions of this Agreement and upon request of the Department.

### **2. Quality Control Plan**

Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of this Agreement are met. Elements may include but are not limited to: number of sterilizations performed by animal, by type of sterilization and by size of animal; number and type of other services performed; number of emergencies by animal by type of emergency; and, number of animals sent to private veterinarians for emergencies. A copy shall be provided to the Department Contract Administrator for review and approval on this Agreement start date and as changes occur.

### **3. Quality Assurance**

The Department Contract Administrator 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 onsite inspections, photographing of 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.

### **4. Performance Evaluation Meetings**

The Contractor shall meet with the Department Contract Administrator as needed, at a time and place that is mutually agreeable, to discuss the Contractor's operations, assess the Contractor's capacity to provide the required services for the Department, discuss the services provided, and other matters of mutual interest.

### **5. Adequate Stock**

Contractor shall maintain an adequate stock of all supplies 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.

### **6. Reporting Requirements**

The Contractor shall provide to the Department monthly reports by the 10th day after the end of the month, that summarize the services provided by the Contractor. The information should include but not be limited to, the number of surgeries performed daily on dogs and cats, including the number of surgical complications (including unexpected or unintended animal deaths) reported each month and how each case was resolved. A form may be provided; reports are to be submitted along with the monthly invoices.

### **7. Reporting of Unexpected Animal Deaths**

The Contractor shall report to the Department any unexpected deaths of animals under the care and control of the Contractor, within 2 business days of the death, by submitting a completed Unexpected Animal Death Report, attached hereto as Exhibit B.

## **Section VI. Incorporation of Exhibits**

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

Exhibit A, Standard Provisions

Exhibit B, Unexpected Animal Death Report

## **Section VII. Entire Agreement**

This Agreement, including Exhibits A and B, constitutes the full and complete understanding between the parties. This Agreement is executed in four (4) duplicate originals, each of which is deemed to be an original.

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

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

By \_\_\_\_\_  
Edward A. Boks, General Manager

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

**APPROVED AS TO FORM:  
ROCKARD J. DELGADILLO, City Attorney**

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

Date \_\_\_\_\_

**ATTEST:  
KAREN E. KALFAYAN, City Clerk**

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

Date \_\_\_\_\_

**Contractor**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

***(second signature required of corporations)*  
Contractor**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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Los Angeles City Business Tax License Number \_\_\_\_\_

IRS Taxpayer Identification Number \_\_\_\_\_

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