MEETING AGENDA

BOARD OF ANIMAL SERVICES COMMISSIONERS
CITY OF LOS ANGELES
Monday April 24, 2006
10:00 a.m.
LOS ANGELES CITY HALL
200 N. Spring St.
Room 1060
Los Angeles, CA  90012

Commissioners:
Kathleen Riordan, President
Tariq Khero, Vice-President
Marie Atake
Glenn Brown
Deborah A. Knaan

Sign language interpreters, assistive listening devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting you wish to attend. For information please call (213) 482-9501.

Si require servicios de traduccion, favor de notificar la oficina con 24 horas por anticipado.

COMMISSION MEETING.

1. REPORT OF THE GENERAL MANAGER
   A. To Be Determined

2. OLD BUSINESS
   A. Board Report: Assistant General Manager Position Description

3. NEW BUSINESS
   A. Commission Recommendations For New Agenda Items

4. COMMISSION BUSINESS
   A. Approval of the Minutes for March 13, and March 28 and April 10, 2006
   B. Meetings/Events Attended

5. GENERAL MANAGER RECOMMENDS FOR BOARD ACTION
   A. Board Report: Memorandum of Understanding between DWP and LAAS
   B. Board Report: License Fee Increase for Dog Licenses

REGULAR AGENDA DISCUSSION ITEM
   C. Report: New Shelter Isolation, Quarantine and Rabbit Areas
   D. Presentation: New Department Logo by Otis Art Institute

6. PUBLIC COMMENT PERIOD - (Comments from the public on items of public interest within the Board’s subject matter jurisdiction.)
AGENDAS - The Board of Animal Services Commissioners (Board) meets regularly every second (2nd) and fourth (4th) Monday of each month at 9:00 A.M. Regular Meetings are held at City Hall, 200 North Spring Street, Room 1060, in Los Angeles, CA 90012. The agendas for Board meetings contain a brief general description of those items to be considered at the meetings. Board Agendas are available at the Department of Animal Services (Department), Administrative Division, 221 North Figueroa Street, 5th Floor, Los Angeles, CA 90012. Board Agendas may also be viewed on the 2nd floor Public Bulletin Board in City Hall East, 200 North Main Street, Los Angeles, CA 90012. Internet users may also access copies of present and prior agenda items, copies of the Board Calendar, as well as electronic copies of approved minutes on the Department’s World Wide Web Home Page site at http://www.laanimalservices.com/CommissionAgendas.htm

Three (3) members of the Board constitute a quorum for the transaction of business. The Board may consider an item not listed on the Board Agenda only if it is determined by a two-thirds (2/3) vote that the need for action arose after the posting of an Agenda. Some items on the Agenda may be approved without any discussion.

The Board Secretary will announce the items to be considered by the Board. The Board will hear the presentation on the topic and gather additional information from Department Staff. Once presentations have finished, the Board President will ask if any Board Member or member of the public wishes to speak on one or more of these items. Each speaker called before the Commission will have one (1) minute to express their comments and concerns on matters placed on the agenda.

PUBLIC INPUT AT BOARD MEETINGS – Public Participation on Agenda Items. Members of the public will have an opportunity to address the Board on agenda items after the item is called and before the Board takes action on the item, unless the opportunity for public participation on the item was previously provided to all interested members of the public at a public meeting of a Committee of the Board and the item has not substantially changed since the Committee heard the item. When speaking to an agenda item other than during Public Comment (see Public Comment below), the speaker shall limit his or her comments to the specific item under consideration. California Government Code Section 54954.3.

Public Comment. The Board will provide an opportunity for public comment at every regular meeting of the Board. Members of the public may address the Board on any items within the subject matter jurisdiction of the Board as part of Public Comment.

Speaker Cards. Members of the public wishing to speak are to fill out one speaker card for each agenda item on which they wish to speak and present it to the Board secretary before the item is called.

Time Limit for Speakers. Speakers addressing the Board will be limited to one (1) minute of speaking time for each agenda item. The Chairperson, with the approval of a majority of the Board, may for good cause extend any speaker’s time by increments of up to one (1) minute. Total speaker time on any agenda item will be limited to ten (10) minutes per item and fifteen (15) minutes for Public Comment, unless extended as above.

Brown Act. These rules shall be interpreted in a manner that is consistent with the Ralph M. Brown Act, California Government Code Section § 54950 et seq.

STANDARDS OF CONDUCT. Speakers are expected to behave in an orderly manner and to refrain from personal attacks or use of profanity or language that may incite violence.

All persons present at Board meetings are expected to behave in an orderly manner and to refrain from

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disrupting the meeting, interfering with the rights of others to address the Board and/or interfering with the conduct of business by the Board.

In the event that any speaker does not comply with the foregoing requirements, or if a speaker does not address the specific item under consideration, the speaker may be ruled out of order, their speaking time forfeited and the Chairperson may call upon the next speaker.

The Board, by majority vote, may order the removal from the meeting of any speaker or audience member continuing to behave in a disruptive manner after being warned by the Chairperson regarding their behavior. Section 403 of the California Penal Code states as follows: “Every person who, without authority of law, willfully disturbs or breaks up any assembly or meeting that is not unlawful in its character, other than an assembly or meeting referred to in Section 302 of the Penal Code or Section 18340 of the Elections Code, is guilty of a misdemeanor.

**VOTING AND DISPOSITION OF ITEMS** – Most items require a majority vote of the entire membership of the Board (3 members). When debate on an item is completed, the Board President will instruct the Secretary to "call the roll". Every member present must vote for or against each item; abstentions are not permitted unless there is a Conflict of Interest for which the Board member is obliged to abstain from voting. The Secretary will announce the votes on each item. Any member of the Board may move to "reconsider" any vote on any item on the agenda, except to adjourn, suspend the Rules, or where an intervening event has deprived the Board of jurisdiction, providing that said member originally voted on the prevailing side of the item. The motion to "reconsider" shall only be in order once during the meeting, and once during the next regular meeting. The member requesting reconsideration shall identify for all members present the Agenda number and subject matter previously voted upon. A motion to reconsider is not debatable and shall require an affirmative vote of three members of the Board.

When the Board has failed by sufficient votes to approve or reject an item, and has not lost jurisdiction over the matter, or has not caused it to be continued beyond the next regular meeting, the issue is again placed on the next agenda for the following meeting for the purpose of allowing the Board to again vote on the matter.

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Report to the Board of Animal Services Commissioners
Edward A. Boks, General Manager

COMMISSION MEETING DATE: April 24, 2006
SUBJECT: License Fee Increase for Dogs
REPORT DATE: April 17, 2006

SUMMARY:
On June 29, 2004, the City Administrative Office (CAO) approved and sent to the City Council a recommendation to increase the altered dog license fee a total of $5. The recommendation was forwarded to the Public Safety and Budget and Finance Committee who approved the report on February 14, 2005 and March 22, 2005 respectively. While reviewing the information in preparation to update the Administrative Code, the Office of the City Attorney determined the fee increase had not received Commission approval. Therefore, the purpose of this report is to seek retroactive approval of the licensing fee increase as proposed by the CAO.

BOARD ACTION RECOMMENDED:
It is recommended the Board of Animal Services Commissioners (Commission) concur with the recommendation of the City Administrative Officer, Public Safety and Budget and Finance Committees, to increase the altered dog license fee by $5, from $10 to $15. It is further recommended that the Commission require the Department to review the potential to increase the unaltered dog license fee commensurate with current code requirements.

FISCAL IMPACT:
The $5.00 License Fee Increase for altered dogs will generate an additional $650-750,000. The City Council has directed that the $5.00 fee increase be deposited in the Animal Spay and Neuter Trust Fund. The additional funds will be used to provide spay and neuter discount coupons for City residents.
BACKGROUND / HISTORY:

California Food and Agricultural Code provides for the issuance of dog licenses by the city and county governments. California law requires that all dogs over the age of four months be licensed as a rabies control measure. Secondarily, dog license tags serve to identify owners of dogs.

California Food and Agricultural Code Section 30652 states “All fees for the issuance of dog license tags and all fines collected pursuant to this division shall be paid into the…city [treasury]…, and shall be used first, to pay fees for the issuance of dog license tags, second, to pay fees, salaries, costs, expenses, or any or all of them for the enforcement of this division and all ordinances which are made pursuant to this division, third, to pay damages to owners of livestock which are killed by dogs and fourth, to pay costs of any hospitalization or emergency care of animals pursuant to Section 597f of the Penal Code”.

With regards to the specific question of the ability to recover the cost of enforcement, a City Attorney opinion to the Budget and Finance Committee dated May 13, 2003, found that the California Food and Agricultural Code…

…Section 30652 explicitly permits the City to use dog license fee revenue to fund enforcement costs associated with the issuance of the dog license.

There are other costs that may be recovered through the dog license fee. California Government Code Section 38792(a) states: “The legislative body of a city may impose and collect a license fee for a period not to exceed two years and not exceeding the cost of services relating to the dogs, including, but not limited to, animal shelter and control and the programs specified in Section 30652 of the California Food and Agricultural Code, provided by the City, on every dog owned or harbored within the City limits. The License fee for spayed bitches and neutered males shall not exceed 50 percent of the license fee otherwise imposed”.

The California Health and Safety Code requires all dogs over the age of four months to obtain a rabies inoculation. Section §121690(a) states in part that, “Every dog owner, after his or her dog attains the age of four months, shall no less than once every two years secure a license for the dog as provided by ordinance of the responsible city, city and county, or county”. The City of Los Angeles requires all dog owners to possess a valid rabies certificare and to obtain a dog license.

The Los Angeles Municipal Code (LAMC) currently enables the Department of Animal Services (Department) to issue licenses, for a maximum of two-year licenses for dogs over the age of four months. LAMC Section 53.15(a) Dog License Tax-Penalties states in part that, “Any person owning or having custody or control of any dog shall pay, for the privilege of keeping such dog, a license tax of $6.50 for each dog over the age of four months, except that for spayed female or neutered male dogs certified by a licensed veterinarian to be incapable of breeding or being bred, the tax shall be $3.50…the (dog) license shall expire one year from the date of issuance or, in the event a license has been previously issued, one year from the date of expiration of such previously issued license, and shall be renewable annually upon payment of the appropriate license tax. However, the owner or
custodian of such dog may choose the option of paying the license tax for said dog for a period of two years”.

DISCUSSION / OPTIONS:

LAMC Section 53.15.3 establishes a dog license fee of $91.50 for unaltered dogs and $6.50 for altered dogs. The unaltered dog license fee was raised from $21.50 to $91.50 in November 2000. This reflects the Council policy aimed at encouraging dog owners to spay or neuter their dogs. The altered dog license fee was last raised form $4.50 to $6.50 in 1992. Dog license fees are deposited into the General Fund and used to defray some of the costs of operating the Department. Additionally, LAMC Section 53.15 establishes a separate dog license tax of $8.50 for unaltered dogs and $3.50 for altered dogs. The tax is deposited in the General Fund, with no restrictions.

The Mayor’s proposed budget for Fiscal Year 2006-07 recommends the Department be funded at $23,216,998. The budget increased from $18,107,124 in Fiscal Year 2005-06, or 28%. This increase was due primarily to additional funding required for five new shelters constructed under Proposition F. The Mayor’s proposed budget includes $3.9 million for one time expenses associated with the opening of the new shelters and improvements for the spay and neuter clinics which will allow them to be utilized. In addition, the Department estimates that a total of 165,000 dog licenses will be issued in Fiscal Year 2006-07. Of these approximately 10% are unaltered licenses.

An increase of $5.00 in the altered dog license fee, based on the estimated 148,500 altered dog licenses will generate $742,500 additional income. This increased income will be deposited into the Department’s Spay and Neuter Trust fund and allow for an increase in sterilization services offered.

In order to raise the Department’s unaltered dog license fee, any increase must not exceed the cost of the Department to provide requisite services. Based on the adjusted Departmental-operating budget of $19.3 million ($23 million less $3.9 one time expenses) divided by the 165,000 projected licenses, the cost to provide service is $117.00 per license. It is therefore possible to increase the unaltered dog license fee to the $115 range ($106.50 license fee plus $8.50 license tax).

An increase in the unaltered dog license fee must be reviewed thoroughly prior to any recommendation by the Department to implement the higher fee. The Pet Overpopulation Ordinance (POP) mandated fees of $10 for an altered dog license and $100 for an unaltered dog license. The ordinance was implemented in an attempt to reduce the number of stray and unwanted dogs roaming City streets. The purpose of the ordinance was to encourage residents to spay and neuter their dogs or face paying an additional $90 fee for maintaining an unaltered dog.

The POP Ordinance had the requisite effect of reducing the number of stray and unwanted dogs roaming the City’s streets. However, an unanticipated result of the ordinance was to reduce the number of unaltered dogs under license.

During the three years prior to the passage of the POP Ordinance, the number of licenses issued to altered dogs averaged approximately 59.4% as opposed to unaltered dogs who accounted for 40.6% of
the total dog licenses. This compares unfavorably with a similar three-year period after the passage of the POP Ordinance.

When the breakdown of the number of dog licenses issued for the three-year period immediately preceding the ordinance is compared to a three-year period after passage of the ordinance, a drastic change occurs. For the three-year period of Fiscal Year 2003-05, the percentage of altered dog licenses increases to an average of 89.2% and unaltered dog licenses fell to a three-year average of 10.8%.

The following chart outlines the number of altered and unaltered licenses issued for the three-year period described in the previous paragraphs. As the illustration shows, the total number of licenses issued over the life of the study decreases. At the same time the percentage of altered licenses issued increases while the percentage of unaltered licenses issued decreases.

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<tr>
<td>Altered</td>
<td>84,147</td>
<td>93,647</td>
<td>93,256</td>
<td>127,349</td>
<td>116,387</td>
<td>115,711</td>
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<tr>
<td>Unaltered</td>
<td>60,889</td>
<td>64,467</td>
<td>59,419</td>
<td>16,869</td>
<td>13,198</td>
<td>13,391</td>
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<tr>
<td>Grand Total</td>
<td>145,036</td>
<td>158,114</td>
<td>152,675</td>
<td>144,218</td>
<td>129,585</td>
<td>129,102</td>
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<tr>
<td>% Altered</td>
<td>58.0%</td>
<td>59.2%</td>
<td>61.1%</td>
<td>88.3%</td>
<td>89.8%</td>
<td>89.6%</td>
</tr>
<tr>
<td>% Unaltered</td>
<td>42.0%</td>
<td>40.8%</td>
<td>38.9%</td>
<td>11.7%</td>
<td>10.2%</td>
<td>10.4%</td>
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<tr>
<td>Average for 3 year Periods</td>
<td>Altered 59.4% vs. Unaltered 40.6%</td>
<td>Altered 89.2% vs. Unaltered 10.8%</td>
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There could be numerous reasons for the decrease in the number of licenses issued to residents. The $100 expense associated with the licensing of unaltered dogs, however, remains the most likely reason for the decrease. The ability of low-income residents to pay $100 to license an unaltered dog is problematic given the low income of many of the City’s residents. According to the U.S. Department of Commerce, Bureau of the Census, as reported in the 2000 Census, the median household income for portions of Central Los Angeles is $15,447 (Postal Zip Codes 90012, 13, 14, 15, 21, and 71).

The effect of the reduction in the number of dog licenses issued has resulted in a decrease in income associated with this effort. In Fiscal Year 2000-01, income from dog licenses was $2,256,600. By the end of Fiscal Year 2004-05, the income from dog licenses was only $2,150,698, a reduction of 5%.

Based on the decrease in the number of unaltered dog licenses, possibly due to the high cost to register intact dogs, any decision to increase the $100 fee should be thoroughly studied.

**RECOMMENDED SOLUTION:**

It is recommended the Board of Animal Services Commissioners (Commission) concur with the recommendation of the City Administrative Officer, Public Safety and Budget and Finance
Committees, to increase the altered dog license fee by $5, from $10 to $15. It is further recommended that the Commission require the Department to review the potential to increase the unaltered dog license fee commensurate with current code requirements.

I am aware of no conflicts of interest with regard to any member of the Board of Animal Services Commissioners or any Department employee concerning this action.

Edward A. Boks, General Manager

BOARD ACTION: _____Passed______Disapproved______Passed with Noted Modifications ______Continued_______Tabled______________New Date
Report to the Board of Animal Services Commissioners
Edward A. Boks, General Manager

COMMISSION MEETING DATE: April 24, 2006
SUBJECT: Solar Power Memorandum of Understanding Between The Los Angeles Department of Water and Power and the City of Los Angeles Department of Animal Services

REPORT DATE: April 19, 2006

SUMMARY:
The attached Memorandum of Understanding provides the terms and conditions for the Los Angeles Department of Water and Power to install the solar photovoltaic electricity generating system on the LA Animal Services North Central Animal Care Center.
In support of the promotion and development of renewable energy resources, the North Central Animal Care Facility has been designed for the placement of photovoltaic panels for a roof structure over kennels and walkways. The design architects and engineers, the City of Los Angeles Bureau of Engineering and LA Animal Services have worked with the Department of Water and Power in the design and construction of a solar power system. The Department of Water and Power will pay LA Animal Services a fee for the hosting of the solar power system.

BOARD ACTION RECOMMENDED:
It is recommended that the Commission:

1. Adopt the attached Memorandum of Understanding, approved as to form and legality by the City Attorney for the Department of Water and Power and the Department of Water and Power Commission;

2. Direct the General Manager, Department of Animal Services to sign the Memorandum of Understanding to enter into an agreement with the Department of Water and Power for the procurement, installation and maintenance of the photovoltaic electricity generating system at the LA Animal Services North Central Animal Care Center.
FISCAL IMPACT:
The Department of Water and Power will pay the Department of Animal Services a hosting fee estimated to be five thousand dollars per year.

BACKGROUND / HISTORY:
The United States Green Building Council (USGBC) established a rating system known as the Leadership in Energy and Environmental Design (LEED), to promote and encourage building that is environmentally responsible and energy efficient. The LEED rating system has four levels: certified, silver, gold, and platinum. There are five categories included in the LEED rating system: Sustainable Sites, Water Efficiency, Energy and Atmosphere, Materials and Resources and Indoor Environmental Quality. In April 2002, the City Council, with Mayor’s approval, adopted the LEED “Certified” level for all new City building design and construction projects 7,500 square feet or larger.

As design for the animal care facilities began in 2001 the Department was already committed to environmentally friendly and energy efficient design. As projects for the Animal Facilities Bond Program were in design, the architectural and engineering design firms were encouraged by the Department and the Bureau of Engineering to produce designs that would meet LEED Certified standard.

The design architects for the North Central Animal Care Center set out to design the first kennel in the United States to be built to the LEED Gold building standard. Integral to that design is an array of photovoltaic panels placed on space frames that provides the covering for the kennels and aisle. The architects worked with their own electrical and structural engineers as well as engineers from the Department of Water and Power and the Bureau of Engineering. As a result, the photovoltaic panels generate enough energy to provide the necessary power for the building and put power into the grid.

The Department of Water and Power will be responsible for procurement, installation and maintenance of the photovoltaic panels at no cost. They will own the electric power generated by the system and pay a hosting fee, proportional to the size of the system, to the hosting City Department. LA Animal Services must agree to provide space for information provided by the Department of Water and Power promoting renewable energy, specifically solar power, and if requested by DWP and at DWP’s expense, provide space to install a visible display to show the benefits of the DWP’s photovoltaic program and promote energy efficiency and solar power.
I am aware of no conflicts of interest with regard to any member of the Board of Animal Services Commissioners or any Department employee concerning this action.

Edward A. Boks, General Manager

BOARD ACTION:_____Passed_____Disapproved_____Passed with Noted Modifications

______Continued______Tabled_________________New Date
SOLAR POWER MEMORANDUM OF UNDERSTANDING

Between
The Los Angeles Department of Water and Power
And
The City of Los Angeles Departments

June 17, 2003
Solar Power Memorandum of Understanding
Between
The Los Angeles Department of Water and Power
and the
City of Los Angeles Departments

The Los Angeles Department of Water and Power (LADWP) the City of Los Angeles Department of __________________ (DEPARTMENT) agree as follows:

Purpose:

In support of the promotion and development of new renewable energy resources in Los Angeles, the DEPARTMENT and the LADWP agree to cooperate in design, construction, operation and maintenance of Solar Power Systems on various City facilities. In exchange for placement of a solar power system on the hosting DEPARTMENT'S facility and assistance in educating the public on solar power, the LADWP will pay the DEPARTMENT a hosting fee. The system, energy generated and environmental attributes of the energy will be owned by the LADWP.

Responsibilities and Tasks:

1. **Term of Memorandum of Understanding (MOU).** The term of this MOU is ten years from the effective date noted on the attached Letter of Agreement. The MOU and Letters of Agreement shall remain in effect for any successor in interest to either the LADWP or the DEPARTMENT.

2. **Letter of Agreement** For each solar power system installation covered by this MOU, a Letter of Agreement will be executed. This Letter will contain the location of the system, the type of system; the effective date noted on the Letter shall apply to both the Letter and this MOU. A form Letter is attached to this MOU and hereby incorporated by reference.

3. **Solar Power System.** The Solar Power System referred to in this MOU is the solar photovoltaic (PV) equipment furnished and installed by LADWP at the DEPARTMENT site, including solar PV modules, associated electrical conduit and wiring, electrical subpanels and controls, electrical equipment and meters, structural mounting and supports, and all other components.

4. **Fee for Hosting System.** As consideration for the DEPARTMENT agreeing to host the solar power system locations for LADWP, LADWP agrees to pay the DEPARTMENT an annual hosting fee based on $50 per solar PV rated peak kilowatt.
The solar PV equipment rating used shall be the direct-current (DC) PV-USA Test Condition (PTC) output of the photovoltaic elements in kilowatts.

5. **Payment of Hosting Fee.** The hosting fee shall begin from the in-service date of each installation, be prorated and paid annually, commencing on the subsequent July 1st, the beginning of the LADWP Fiscal Year. The mutually agreed solar PV installation size will determine the appropriate hosting fee shall be documented using the form "Letter of Agreement - Solar PV Installation", attached as Exhibit B, and signed by the authorized representative of the LADWP and the DEPARTMENT, respectively.

6. **Costs of Design, Materials, and Installation.** LADWP will design or assist in the design, furnish and install the Solar Power System on the agreed upon DEPARTMENT facility at no material and installation cost to the DEPARTMENT. In the case of new buildings, the DEPARTMENT design team will design and engineer the solar PV system under guidance and final approval from LADWP engineers. Funding for these projects is subject to available funds budgeted and approved by the LADWP Board. Any ongoing maintenance cost shall be as agreed upon in section 28 of this MOU.

7. **Intellectual Property.** The DEPARTMENT shall not disclose the designs, drawings, and other intellectual property pertaining to the installation and maintenance of the Solar Power System without the express written permission of LADWP. In the event of unauthorized disclosure, the DEPARTMENT shall be liable for any and all damages incurred by LADWP resulting therefrom.

8. **Ownership.** LADWP will own the Solar Power System. The DEPARTMENT has the option to purchase the installed solar power system under a separate MOU with LADWP prior to the completion of the term of this MOU.

9. **Minimum Term and Termination of MOU.** The DEPARTMENT agrees to host the Solar Power system ten-years beginning with the effective date noted on the Letter of Agreement. The DEPARTMENT may choose to terminate this MOU by purchasing the system from LADWP at its full installation cost minus allowances for depreciation and wear as may be agreed to by the Board of Water and Power Commissioners. Except for such purchase, any termination of the MOU must be by mutual agreement between the DEPARTMENT and the LADWP.
10. **Removal of Equipment After Termination of MOU.** Following Termination of MOU, the DEPARTMENT grants LADWP rights of access to the site for up to 90 working days for the purpose of removing all LADWP property from the DEPARTMENT facility, and restoring the site to its prior condition minus reasonable wear and tear caused by the passage of time and the installation of the Solar Power System except in the case of Building Integrated Photovoltaic (BIPV) installations which material replacement cost will be covered by the DEPARTMENT where the system is installed.

11. **Site Selection.** LADWP and the DEPARTMENT will jointly determine sites for the solar power systems. Final decision to install the solar power system at a particular site will be at the sole discretion of LADWP. The selection of a site and the type of system at that site shall be set forth in a Letter of Agreement substantially the same as the Letter of Agreement attached to this MOU and incorporated herein.

12. **Minimal Useful Life of Roof and Adequate Support.** Any existing facility shall have a minimum of 15 years useful life remaining for the roof or substrate where the solar power system is to be installed. Any costs associated with upgrading the existing substrate to support the solar power system shall be the responsibility of the DEPARTMENT.

13. **Promotion of Renewable Energy, Efficiency, Signage and Public Displays.** As partial consideration for this MOU without which LADWP would not have entered into this MOU, the DEPARTMENT shall provide the following to LADWP:

   a) Space at each DEPARTMENT facility for one or more permanent display(s) and signage with readout meters in publicly visible locations in order to promote the use of solar technology, conservation, demand side management and any other LADWP program. The purpose of the display(s) is to educate the public on the benefits of renewable energy technologies and monitor the performance of the systems. The final locations for the displays shall be by mutual agreement. LADWP shall pay for the entire cost of the foregoing displays and signage. LADWP shall not install systems on facilities where a display cannot be installed or cannot be installed to the satisfaction of LADWP.

   b) Provide public counter space for LADWP renewable energy promotional materials at the DEPARTMENT facility where the Solar Power System is installed and at other facilities where the DEPARTMENT maintains a public counter. Such materials shall be provided by LADWP at LADWP expense.

   c) Provide website promotion through prominent placement of a website link or graphical advertising on the DEPARTMENT web page. The website link will invite users of the DEPARTMENT website to act upon and obtain additional
information about LADWP renewable energy and energy efficiency programs. LADWP shall provide website advertising graphics. Any graphics provided by the DEPARTMENT, LADWP or by third parties shall be mutually agreed upon by the DEPARTMENT and the LADWP. The DEPARTMENT, at its expense, shall perform or direct the necessary website programming.

d) Provide promotional advertising space in public newsletters and other informational material as mutually agreed to by the parties that the DEPARTMENT may issue periodically to residents of the City of Los Angeles. The advertising space shall be for the purpose of promoting LADWP renewable energy and energy efficiency programs. The size and placement of advertising shall be by mutual agreement.

14. **Delivery of Generated Electric Power.** LADWP will receive the actual electric energy produced by the Solar Power System into the LADWP electric distribution "grid". The physical interconnection shall occur on the LADWP side of the DEPARTMENT customer electric meter. Safety requirements for the physical interconnection shall be the obligation of LADWP and at no additional cost to the DEPARTMENT customer.

15. **Metering of Generated Electric Power.** The DEPARTMENT grants permission to LADWP to install Solar Power System electric meters, for the purpose of accounting, in the DEPARTMENT electrical rooms or locations with other LADWP electric meters. Electric power generated by the solar power system will be received, metered and recorded by the LADWP.

16. **Required Building Permits.** The DEPARTMENT authorizes LADWP to obtain, and pay for required permits, as necessary, from Los Angeles Department of Building and Safety and other applicable permitting agencies for the purpose of installing and maintaining the Solar Power System on DEPARTMENT facilities.

17. **Cultural Affairs Commission Approval.** The DEPARTMENT will obtain Cultural Affairs Commission approval when required, for all applicable work.

18. **Energy Efficiency and Environmental Benefit Credit.** LADWP will retain any and all energy efficiency and environmental benefit credits that may result from the installation and operation of renewable energy power systems for the purpose of inclusion in LADWP's renewable energy portfolio, and applicable towards any current or future renewable energy portfolio standards that may be imposed by applicable governing bodies.

19. **Review of Design Documents Prior to Construction.** The DEPARTMENT will have 60 business days from receipt of plans to review and approve all plans prior to the construction start date of the solar power system. Failure by the DEPARTMENT to return comments to the LADWP within the 60 business days
specified shall be deemed to constitute approval of said plans. LADWP reserves the right to approve or reject solar power system designs by outside consultants based on LADWP engineering review.

20. Construction Schedule Coordination. Whenever possible, LADWP will schedule construction activities so as to not disrupt DEPARTMENT operations. The DEPARTMENT and LADWP shall review work schedules so that work will not interfere with DEPARTMENT operations. LADWP has no liability to DEPARTMENT for any disruption or interference to DEPARTMENT operations provided LADWP complies with approved work schedules. Changes to construction schedules by LADWP shall not be reasonably withheld by DEPARTMENT.

21. Worker's Compensation and Safe Work Practice. LADWP shall be liable for and indemnify DEPARTMENT of Worker's Compensation claims arising directly and conclusively from actions of LADWP limited to the actual construction, maintenance, removal, or changes to Solar Power Systems. The DEPARTMENT shall make every reasonable effort to accommodate LADWP construction safe work practices, and shall make reasonable changes or improvements to DEPARTMENT facilities, or shall allow LADWP to perform such reasonable changes or improvements to support LADWP and all applicable safe work practices.

22. On-Site Construction Material Access and Storage. The DEPARTMENT will provide adequate area for construction activities, including material storage, material delivery and access by construction equipment. If on-site physical space is not available, alternative accommodations will be made.

23. Access to Site During Construction. The DEPARTMENT will provide access and keys to areas under construction. Keys will be provided to the LADWP Construction Engineer five business days before start of construction and return to the DEPARTMENT within five business days of project completion. The LADWP Construction Manager will sign in, if applicable, with DEPARTMENT security daily prior to entering DEPARTMENT facilities or accessing roof areas.

24. Repair of Damage Due to Construction Activities. LADWP will repair damages to the DEPARTMENT facilities that LADWP directly caused during construction. In the case of a roof that is allegedly damaged by the installation, LADWP’s liability will be limited to repair of the roof.

25. Construction Regular and Extended Work Hours. LADWP may work extended hours at facilities during construction period at the sole discretion of LADWP.
26. **Construction Site Security.** LADWP will provide security as required for construction and storage areas at no cost to DEPARTMENT.

27. **Access to Site for Maintenance.** The DEPARTMENT grants to the LADWP the right to enter and to temporarily use space necessary for maintenance work for the solar power system sites, including where the solar PV systems and additional related equipment is installed. LADWP personnel may access facilities to further performance of its obligations and effectuate the intent under the MOU.

28. **Cost of Maintenance.** LADWP will maintain the LADWP owned solar power system at no cost to the DEPARTMENT for the term of this MOU.

29. **Facility Maintenance, Removal, and Reinstallation of System.** Where necessary maintenance or repair of the DEPARTMENT facility requires the removal and subsequent reinstallation of the solar power system components, partially or in whole, removal and reinstallation work shall be performed by qualified personnel at no cost to the DEPARTMENT. Where necessary maintenance or repair of the solar power system supporting structure requires the removal and subsequent reinstallation of the solar power system components, partially or in whole, removal and reinstallation work shall be performed by qualified personnel at cost to the LADWP as long as the LADWP maintains ownership of the solar power system.

30. **Emergency Access to Solar Power System.** The DEPARTMENT may not move, open, alter, or disassemble the solar power system; nor may it allow its agents, consultants, or others to do the same. LADWP shall be contacted in case of an emergency for appropriate restoration and/or repair.

31. **Emergency Operation of Solar Power System.** The DEPARTMENT may not operate or attempt to operate the solar power system. LADWP shall be contacted in case of an emergency for appropriate restoration and/or repair.

32. **Emergency Notification.** The DEPARTMENT shall notify LADWP in case of an emergency for appropriate restoration and/or repair.

33. **Liability for Damage to Installed System.** The DEPARTMENT shall be liable for any and all damages to installed system as a result of DEPARTMENT actions. The DEPARTMENT shall make every effort to contact LADWP prior to undertaking any action that may result in damage to solar power system. LADWP agrees to make every reasonable effort to accommodate the DEPARTMENT’S request for preparations or actions that would prevent or minimize damage to solar power system.
34. **Future Modifications to Solar Power System.** Future modifications to the completed solar power system may be performed by the LADWP during the term of this MOU at no cost to the DEPARTMENT.

35. **Force Majeure.** In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; acts of wars; terrorists attacks; natural calamities; earthquakes; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation; to the extent that they are not caused by the party’s willful or negligent acts or omissions or intentional or negligent misrepresentations of fact, and to the extent that they are beyond the party’s reasonable control.

36. **Non-Assignability of MOU.** The DEPARTMENT shall not assign its rights under this MOU to any other City Department, except as allowed under item 1 of this MOU, or third party.

37. **Dispute Resolution.** The parties agree to make all reasonable efforts to resolve disputes regarding the performance or compliance with the terms of this MOU in a timely fashion. If disagreement regarding performance or compliance with this MOU cannot be resolved within 30 days from receipt of a written notice of dispute by either party, the parties agree to submit such disputes in proper form and manner, to Board of Water and Power Commissioners of the City of Los Angeles for resolution.

38. **Contacts for the Parties.** Any notices, requests or demands concerning this MOU shall be transmitted by DEPARTMENT or LADWP to the other party, as follows:

**To DEPARTMENT:**

________________________________________

Los Angeles, CA
Attention: ____________________________

**To LADWP:**

LADWP
Solar Power Program, Room 1021
P.O. Box 51111, Los Angeles, CA 90051-0100
Attention: Solar Program Manager
In witness, hereof, DEPARTMENT and LADWP have caused this MOU to be executed by their duly authorized representatives on the year and date written below.

Approved as to form and legality

By: ______________________

Assistant City Attorney
For: DEPARTMENT

Execution:

DEPARTMENT OF WATER AND POWER OF
THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS OF
THE CITY OF LOS ANGELES

Date: _______________  By: ______________________

And: ______________________

Secretary
THE CITY OF LOS ANGELES

(DEPARTMENT)

Date: _______________  By: ______________________

Title: ______________________
LETTER OF AGREEMENT
SOLAR PHOTOVOLTAIC POWER INSTALLATION

The City of Los Angeles Department of ________________ (DEPARTMENT) and the Los Angeles Department of Water and Power (LADWP) have entered into an MOU for the installation of a solar photovoltaic power system, to be installed by the LADWP on a DEPARTMENT facility.

This letter sets forth the type of solar photovoltaic installation that LADWP engineers have determined to be the best suitable for the site, its location and the hosting fee.

The solar photovoltaic power installation to be located at:

(Address or complete description of location)

is classified as an
___ (General )
___ (Horizontal )
___ (Optimized )

Size of solar power installation ___________ kW

Availability of Construction Material Access and Storage

The hosting fee for this installation is $________ per year

DEPARTMENT OF WATER AND POWER OF
THE CITY OF LOS ANGELES BY

Effective Date: ____________

Date: ________________  By: ______________________________________

THE CITY OF LOS ANGELES

__________________________________________
(DEPARTMENT)

Date: ________________  By: ______________________________________

Title: ______________________________________
Last meeting we presented the 5 ideas. Below are the general comments:

**Animal superhero**
Cute, however not appropriate as an overarching logo.
May be applicable to other child related programs.

**Heart**
Like the loving connotation however there is concern about the “own-ability”.

**License**
too specific to a small aspect of the department.

**Roof**
Like the sheltering implication.

After our discussion we deduced that these are the important ideas to convey through the design:

**love / care**

**human compassion**

**adoption**

**friendly**

**shelter**

“quality of life enhancing service”

*uncomplicated look “simple”

“conservative”

For this round of logos we further explored the heart and shelter “roof” icons because they evoke definite ideas about loving and sheltering.
The top variation was shown at our last meeting. When talking to the group, it was suggested there should be animals inside of the house. Avoiding an overly complicated mark, the following two variations introduce a suggestion of an animal's face that could be interpreted as a variety of species. The typeface's generous proportions are friendly but solid and stable. The “i”s are modified to suggest a human figure.
These are variations of the heart idea. I feel like the heart is graphically strong and immediately denotes love, affection, and caring. The typeface’s generous proportions are friendly but solid and stable. The “i”s are modified to suggest a human figure.
The hole on the right side of the heart can convey an animal licence but it also has a human quality in the sense that it conveys an eye which symbolizes those watching over the animals and also a look into the heart of the department.
Similar to the designs on sheet A except the placement of L.A.
In this design the shelter and the heart become one.
One dog, one cat come together to become one unique animal. It’s about unity, it’s about life. It’s about us. Los Angeles Animal Services are the unity. The heart symbolises love and the tail of the dog/cat embrace the heart.
This logo has a very simple but interesting conceptual approach regrouping two paw-prints of animals on one heart, it has a strong feeling of friendliness, but also a special identity to it. It's all about service, protection and more important Love. I used a sans serif type (univers) to give a more professional description of the L.A Animal Services.
3 main elements are included in this logo: the house represent the shelter, also sign of protection and refuge. the paw = animals and the heart = love.