MEETING AGENDA
BOARD OF ANIMAL SERVICES COMMISSIONERS
CITY OF LOS ANGELES
Monday September 11, 2006
10:00 a.m.
LOS ANGELES CITY HALL
200 N. Spring St.
Room 1060
Los Angeles, CA  90012

Commissioners:
Tariq Khero, President
Kathleen Riordan, 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 INCLUDING MATTERS FOR BOARD ACTION
   A. Board Report: Sam Simon and Amanda Pet Foundation Contracts (Jeff Brill)

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

4. COMMISSION BUSINESS
   A. Approval of the Minutes for August 28, 2006
   B. Meetings/Events Attended

5. GENERAL MANAGER RECOMMENDS FOR BOARD ACTION
   A. Board Report: Approval of Contract for Erica Meadows (Jeff Brill)

6. REGULAR AGENDA DISCUSSION ITEM
   A. Discussion: Transfer of Animals Between Shelters (Ed Boks)
7. **PUBLIC COMMENT PERIOD** - (Comments from the public on items of public interest within the Board’s subject matter jurisdiction.)

8. **Closed Session:** The Board of Animal Services Commissioners will meet in closed session pursuant to Section 54957(b)(1) of the California Government Code regarding employment of Veterinarians for vacant positions in Operations.

9. **ADJOURNMENT**

**AGENDAS** - The Board of Animal Services Commissioners (Board) meets regularly every second (2\textsuperscript{nd}) and fourth (4\textsuperscript{th}) 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, 5\textsuperscript{th} Floor, Los Angeles, CA 90012. Board Agendas may also be viewed on the 2\textsuperscript{nd} 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](http://www.laanimalservices.com/CommissionAgendas.htm)

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**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.

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Please join us at our website: [www.LAAnimalservices.com](http://www.LAAnimalservices.com)
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ASSUMPTION AGREEMENT BETWEEN
THE CITY OF LOS ANGELES AND THE
AMANDA FOUNDATION
FOR THE OPERATION OF THE SPAY/NEUTER VAN

THIS ASSUMPTION AGREEMENT (hereinafter “Amendment”) is entered into as of October 1, 2006, (the “Effective Date”) between the City of Los Angeles (“City”), a municipal corporation, acting by and through the Department of Animal Services (“Department”) and the Amanda Foundation, a California-based non-profit organization, authorized to do business in the State of California, (“Contractor” or “Amanda”), in order to amend an agreement previously entered into between the City and the Sam Simon Foundation (“Agreement”) with regard to the following:

WHEREAS, the Department, following a Request For Proposal (RFP) process in 2005, entered into the Agreement with the Sam Simon Foundation in August, 2005, to provide spay/neuter surgeries in a mobile spay/neuter van to qualifying City residents in low-income areas of the City to augment the Department’s Pet Sterilization Program; and

WHEREAS, after almost one year of operating its mobile spay/neuter van, the Sam Simon Foundation wishes to terminate the Agreement and change its relationship with the City; and

WHEREAS, the Amanda Foundation was the only other proposer to respond to the 2005 RFP; and the Department wishes to have the Amanda Foundation assume the Agreement and the Amanda Foundation is willing to assume the Agreement.

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

SECTION I. INCORPORATION OF ATTACHMENTS

The following Exhibits are hereby incorporated into and made a part of this Agreement, replacing the Exhibits previously incorporated, as noted:

A. Appendix A – Standard provisions for City personal services contracts (revised 10/03).

B. Appendix B – The Department’s Request For Proposal (hereinafter referred to as “RFP”) issued on February 24, 2005.

C. Appendix C – Amanda’s proposal submitted to the Department in April 2005.

D. Appendix D – Information regarding the Amanda Spay/Neuter Van

SECTION II. ORDER OF PREFERENCE
In the event of any inconsistency between the provisions of the Agreement and/or the Appendices, the inconsistency shall be resolved by giving precedence in the following order:

A. The provisions set forth in the Agreement
B. Appendix A
C. Appendix B
D. Appendix C
E. Appendix D

SECTION III. TERM OF AGREEMENT

The term of the Amendment shall be for the remaining period of the original three-year agreement, which commenced on August 15, 2005, the Effective Date of the Agreement and terminating thirty-six months therefrom.

The Department may terminate the Agreement at any time during the term of the Agreement by giving 30 days’ written notice to Amanda.

SECTION IV. DEPARTMENT REQUIREMENTS

A. Each year of the two remaining years of the Agreement, commencing on August 15, 2006, Amanda will use its best efforts to provide up to 7,000 spay/neuter surgeries at $80 per dog and $60 per cat from the mobile spay/neuter van, and shall provide a minimum of 6,000 such surgeries.

B. The van will be available in areas of the City as designated by the Department and in accordance with guidelines and schedules established by the Department.

SECTION V. CONTRACTOR SERVICES

A. SURGICAL PROCEDURES

1. Contractor shall perform approved surgical sterilizations utilizing veterinarians and a minimum of one registered veterinary technician on staff which is licensed by the California Board of Veterinary Examiners (including anesthesia, surgical techniques, post-operation care and monitoring) in accordance with AVMA guidelines and local, state and federal laws. This will be done for all healthy dogs and cats, eight weeks of age and older. Surgeries will be performed from a mobile spay/neuter van traveling to and located in low-income areas designated by the City.

2. Spay/neuter surgeries must be performed a minimum of three days per week and one double intake per week and at such other times as agreed to between the Department and Contractor, between hours of 7:00 a.m. to 6:00 p.m. Double intake shall mean using one or more of the 24 cages in the Mobile Van.
3. Contractor shall perform pre-surgical physical examinations on animals to determine if an animal is qualified for surgical sterilization. The guidelines for acceptance or rejection of animals include, but are not limited to:

   a. Animals that are pregnant or "estrus" may be surgically sterilized at the discretion of the veterinarian.

   b. Animals deemed unfit or unhealthy by a veterinarian may be rejected for surgical sterilization.

   c. If surgical exploration is needed to determine if an animal has already been spayed, surgery shall be deemed performed and the fee paid by Contractor.

B. EMERGENCY MEDICAL TREATMENT

   1. Contractor will have a person qualified under the California Veterinary Practice Act available to the pet owner twenty-four hours a day for post-surgical inquiries and/or complications related to sterilization surgery. The Senior Veterinary Technician provided by Contractor shall be equipped with a pager and have readily available phone communication at no cost to the pet owner.

   2. Contractor shall monitor all animals for post-surgical complications. Contractor shall provide all appropriate medical treatment to animals in the event of an emergency related to the surgery at no additional cost to the Department or the pet owner.

   3. Contractor will provide appropriate medical treatment to animals in its care and control. In the event of medical emergencies that are not related to surgical sterilizations and will stabilize the animal for transportation to a private veterinary hospital at no additional cost to the City or the pet owner.

   4. Charges for medical emergency treatments (not surgically related) at referred veterinary hospitals, obtained by the Contractor, in addition to stabilization, may be made to the pet owner, provided the pet owner has approved the treatment in advance via telephone notification. All such additional billing charged to pet owners shall be reported by Contractor to the Department's program manager, in writing, within 30 days after the animal is released from treatment.

C. CARE OF ANIMALS

   1. Care of animals in the custody of Contractor shall be in conformance with all federal, state and local humane laws and statutes. A licensed Registered Veterinary Technician or equivalent shall remain on duty following the procedure until the animals have recovered sufficiently.
2. Animals unclaimed by owner(s) shall be impounded by the Department at the end of the business day, after reasonable efforts are made to contact the pet owner. This policy should be explained in written and oral formats by the Contractor at the time of admission and/or adoption of the animal.

D. DISCHARGE

All animals shall be released the day of surgery to owners or to the Department with post-operative written instructions, including emergency phone numbers. Should complications arise, Contractor shall remain responsible for the care of the animal until the complication(s) is abated.

E. PUBLIC OUTREACH

Contractor shall provide a public outreach program to advertise spay/neuter services from the mobile spay/neuter van subject to the approval of the Department. In addition, Contractor, in conjunction with any advertisement and/or marketing performed, will use the Department's logo and mention the Department as a co-sponsor for such spay/neuter activities if mutually agreed upon by both the Contractor and the Department.

F. COST OF SUPPLIES, SERVICES AND PERSONNEL

The cost of setting up, staffing (veterinary, managerial, animal care and clerical), maintaining and performing related services under the agreement shall be the responsibility of Contractor. Contractor shall order, purchase and maintain an adequate stock of all supplies and materials required for the performance of services such as drugs, medical supplies, general office maintenance and clerical supplies. Other than the cost for spay and neuter, the City is not responsible for payment of any other cost or charges incurred by Contractor in providing services under the Agreement.

SECTION VI. PROVISIONS OF THE AGREEMENT

A. EXECUTION OF AGREEMENT

Contractor will be allowed a maximum of 30 days, from the execution date of the agreement to start-up operations.

B. LEASING

It is the sole responsibility of Contractor to provide a mobile spay/neuter van.

C. VAN MAINTENANCE

It is the sole responsibility of Contractor to maintain the mobile spay/neuter van in good and working condition, at all times. This shall include regular visits for maintenance, as recommended or required by the manufacturer of the van. All costs for operation of the van, including, but not limited to, leasing, engine
maintenance, upkeep, gasoline, parking, and insurance shall be the responsibility of the Contractor.

D. PAYMENT

Contractor may invoice the City once every 7 days for the total cost of spay and neuter surgeries completed from the mobile spay/neuter van. Payment by the City for all services rendered under the Agreement shall not exceed $500,000 per year during the remaining term of the Agreement. Suitable proof of surgeries shall be attached to each invoice. The weekly invoice should be accompanied with the weekly report described in E3 of this section. Payment will be made after review and approval of work.

E. PRICES AND SERVICES

Price Increases – The prices (fee) stated in the proposal shall be valid for the original three years of the Agreement.

1. Other Services - In addition to the required spay and neuter surgeries as stated herein, Contractor may offer to City residents the veterinary services described in its proposal and approved by the General Manager at the cost shown in Appendix D. Except for emergencies, the City’s free spay/neuter surgeries will take precedence over all other veterinary services.

2. The City may occasionally require Contractor to conduct vaccine clinics with the mobile spay/neuter van throughout the City and to provide veterinary services at prices approved by the General Manager.

3. Management Information Reports - Contractor shall be required to provide the Program Manager with monthly reports summarizing the services provided for the Department by the 10th day after the end of the month. The information should include but not be limited to, the number of spay/neuter procedures performed daily, reporting the number of:

   a. Dogs and cats (by category) spayed and neutered (by category) and by weight from the mobile spay/neuter van.
   b. The number of post surgical complications reported each month and how each case was resolved.
   c. Dogs and cats receiving vaccine services and which services were provided.

   The above-mentioned reports must be submitted with the monthly invoice(s).

   The Program Manager must be provided access to the Contractor’s computer and written records including, but not limited to, financial records, patient files, laboratory reports, vendor records, and Drug Enforcement Administration (DEA) logs to the City exclusively for this program.

F. TERMINATION OF THE AGREEMENT
1. Termination for Convenience

The City may terminate this agreement on 30 days’ written notice to Contractor.

3. Termination for Cause

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

a. The Department may give Contractor written notice of such default. If Contractor does not cure said default within 30 days after it was first discovered (forthwith for a default involving sanitary or safety conditions) or make reasonable progress to cure said default, the Department may terminate the Agreement; and/or

b. The Department may retain any of Contractor’s unpaid reimbursement in its possession and any of Contractor’s property on the premises and apply the same to the payment of any and all claims which may be due the Department; and/or

c. The Department may recover by law any and all claims which may be due the Department; and/or

d. The Department may perform such work as it deems necessary to cure said default and charge Contractor for the full cost of labor and materials expended, plus 30% of said cost for administrative overhead. The General Manager may exercise this option immediately in the event of a default involving cleanliness provisions, safety provisions or care of animal provisions. The General Manager may exercise this option within 10 days after giving Contractor written notice of a default involving equipment maintenance provisions or premises maintenance provisions.

SECTION VII. CONFIDENTIALITY OF INFORMATION

Contractor shall treat all information provided by the Department under this agreement, as secure and confidential, and such information should be used only for purposes of implementing terms and conditions of this agreement. Contractor shall treat all information provided by the public pursuant to this Agreement, including but not limited to names, addresses and other information, as secure and confidential, and such information should be used only for purposes of implementing the services provided under this Agreement, and shall be provided only to the Department and the Program Manager. The provision of this section survives termination of this Agreement.
SECTION VIII. REPRESENTATIVES OF THE PARTIES

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the parties shall be sent. Each party shall notify, in writing, the other party of any changes.

1. Contractor’s Representative, who shall be responsible for submitting all of the respective forms and statements as required by this Agreement, is:

   The Amanda Foundation
   Name: Teri Austin, President
   Address: 351 North Foothill Road
   Beverly Hills, California 90210
   Telephone: 310-278-2935
   Fax: 310-278-2945
   E-Mail: bartnote1@aol.com

2. Department Program Manager, who will monitor Contractor’s compliance and performance, is as follows:

   Name: Jeffrey S. Brill
   Title: Senior Management Analyst II
   Address: 221 N. Figueroa Street, 5th Floor
   Los Angeles, California 90012
   Telephone: 213/482-9527
   Fax: 213/482-9511
   E-Mail: jbrill@ani.lacity.org

Formal notices, demands and communications shall be given to the Department’s Representative, shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

If the name of the person designated to receive notices, demands or communications or the address of such person is changed, written notice shall be given within five (5) working days of said change.

SECTION IX. AMENDMENTS

All amendments hereto shall be in writing and signed by persons authorized to bind the parties thereto.

SECTION X. AGREEMENT

This agreement consists of 8 pages and Appendices A through D, which constitute the full and complete understanding between the parties. The Agreement is executed in four duplicate originals, each of which is deemed to be an original.

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

THE CITY OF LOS ANGELES

By: ______________________________
   EDWARD A. BOKS, General Manager
   Animal Services Department

Date ____________________________

By: ______________________________
   Name:
   Its:

Date ____________________________

AMANDA FOUNDATION

By: ______________________________

Date ____________________________

Attest:

ROCKARD J. DELGADILLO, City Attorney

By: ______________________________
   Deputy City Clerk

Date ____________________________

DOV S. LESEL
Assistant City Attorney

Date ____________________________

City Business License Number __________________

IRS Taxpayer Identification Number __________________

Agreement Number __________________
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ADMINISTRATIVE APPEAL HEARING 1:00 P.M.

1. Appeal of the General Manager’s Decision in License Revocation Case –BR-06351 EV
Appellant: Barbara Sue Daniels
Complaining Witness: Harold Unger
District Manager, East Valley Animal Care and Control, Wendell Bowers, Captain
Hearing Coordinator, Department of Animal Services, Helen Brakemeier, Captain

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

COMMISSION MEETING DATE: September 11, 2006

SUBJECT: South LA Spay/Neuter Clinics and Mobile Spay/Neuter Van

REPORT DATE: September 6, 2006

BOARD ACTION RECOMMENDED:

That the Board approves and authorizes the General Manager to execute:

1. An agreement with the Sam Simon Foundation to operate the existing South Los Angeles Spay/Neuter Clinic.

2. An agreement with The Amanda Foundation to assume the existing mobile Spay/Neuter Van Contract.

SUMMARY:

In February 2005, an RFP was issued to provide Mobile Spay/Neuter Services to the residents of the City of Los Angeles. Two (2) proposals were submitted in April 2005. Of those two (2), a contract was signed with the Sam Simon Foundation in August 2005. The Sam Simon Foundation began service in September 2005.

As part of the contract with the Sam Simon Foundation, the Department does periodic reviews to ensure compliance. Because of this and with the South Los Angeles Spay/Neuter Clinic not being utilized, the Department and The Sam Simon Foundation have agreed to allow the Sam Simon
Foundation to operate the existing South LA Spay/Neuter Clinic to provide spay/neuter services using existing City Vouchers a minimum of four days a week. It is anticipated that three days will be to Spay Neuter Shelter Animals plus one day a week for the community surrounding the spay/neuter facility. In addition, the Department has also negotiated with the Amanda Foundation to assume the existing Sam Simon Foundation Mobile Spay/Neuter Van contract.

On June 12, 2006, the Board of Animal Services Commission (Commission) directed the General Manager to negotiate a contract with the Amanda Foundation to assume operation of the Mobile Spay and Neuter Van. Furthermore, the Commission directed the General Manager to negotiate a contract with the Sam Simon Foundation to operate the South Los Angeles Spay and Neuter Clinic.

On August 25, 2006 contracts with the Amanda and the Sam Simon Foundations were finalized (attachments).

FISCAL IMPACT:

None.

BACKGROUND / HISTORY:

In order to comply with the law, the Department must assume the dog and cat being adopted by the Shelter must be spay/neutered. At present, the adoption paperwork is completed and the unaltered animal is transported to a nearby Veterinary Hospital to be spay/neutered. Thereafter the new owner picks-up the Dog or cat from the Vet and it is altered. By having an operator at the existing South Los Angeles Spay/Neuter Clinic the dog or cat can be altered on the premises.

It is anticipated that the agreement with The Sam Simon Foundation will provide that Sam Simon Foundation will operate existing Clinic on Saturdays, Mondays and Thursday primarily for Spay/Neuter of Shelter Animals in the process of adoption. In addition, the Sam Simon Foundation will operate one day (TBD) to provide spay/neuter service for dogs and cats belonging to members of the public that live in the surrounding community of the South Los Angeles Animal Shelter.

The Sam Simon Foundation has agreed to accept existing spay/neuter vouchers for the services as follows:

1. Free Spay/Neuter Certificate Program - $60 per surgery for:
   a. Low-Income persons.
   b. Senior Citizens.
   c. Disabled Persons.

2. FELIX (Feral) Coupon Programs - $30 per surgery
3. Spay/Neuter Shelter Adoption Programs – per Surgery
   a. Cats and dogs – Female $48, Male $40.
   b. Rabbits - $65
   c. Large Dog Adoption (an extra $50 for dogs in excess of 50 pounds)
      Total – Female $98, Male - $90.

It is anticipated by the Sam Simon Foundation that they will be able to perform 25 spay/neuter’s per day. The Department will work with The Sam Simon Foundation to increase the number of spay/neuter through education of its Veterinary Staff. The Sam Simon Foundation anticipated its daily cost to operate the South LA Spay/Neuter Clinic to be approximately $2,300 per day. This cost would include labor costs for staff, supplies and equipment /facility maintenance.

The Department will provide the clinic space, utilities and will also allow the Sam Simon Foundation to use the existing equipment such as Auto Claves, Anesthesia, washer /dryer and any other equipment existing in the Spay/Neuter Clinic at no cost to the Sam Simon Foundation.

In the event that the Sam Simon Foundation’s monthly voucher income is greater than its operational costs, then The Sam Simon Foundation will pay the City an amount equal to the 50% of such excess to reimburse the City for the cost of utilities, use of equipment and in-lieu of rent for use of the facility. In addition, should there be any excess income over cost of operations, The Sam Simon Foundation will work in conjunction with the Department to hold special spay/neuter events for Feral Cats and other agreed upon events.

In order for The Sam Simon Foundation to undertake the operation of the Spay/Neuter Clinic The Amanda Foundation has agreed to assume the existing Sam Simon Foundation Mobile Spay/Neuter Van Contract. The Amanda Foundation will abide by all of the terms and conditions of the existing The Sam Simon Foundation Mobile Spay/Neuter Van contract except that the Amanda Foundation will use its best efforts to achieve the 7,000 spay/neuter per year for the remainder of the term contract.

The Department is currently drafting an RFP to find one or more operator for the spay/neuter Clinic and South LA existing spay/neuter clinics. It is expected that the RFP will be released by the Department in the next 60 days upon Board approval. Currently the South Los Angeles Spay/Neuter Clinic and its equipment are sitting vacant and unused. The benefit to the Department in having The Amanda Foundation take over the Mobile Van Agreement and The Sam Simon Foundation operate the Clinics is that the residents of the South Los Angeles community will benefit immediately. It is anticipated that the agreement with The Sam Simon Foundation to operate the South Los Angeles Spay/Neuter Clinic will be for approximately six (6) months or until the operator is selected through the RFP process that the Department will be releasing within the next 60 days.
RECOMMENDED SOLUTION:

The Department recommends that:

The Board of Animal Services Commissioners approves this report and authorizes the General Manager of the Department to execute:

1. An agreement with The Sam Simon Foundation to operate the existing South Los Angeles Spay/Neuter Clinic.

2. An agreement with The Amanda Foundation to assume the existing mobile Spay/Neuter Van Contract.

Approved

Edward A. Boks, General Manager

BOARD ACTION:

_______  Passed                          Disapproved  _______

_______  Passed with noted modifications  Continued  _______

_______  Tabled                          New Date  ________________
SUMMARY:
The Department of Animal Services has a Volunteer Program that helps with the operations of the six animal shelters by assisting the public and staff, volunteering at Mobile Pet Adoption events, and volunteering at special events and Super Adoption events. Erica Meadows will provide consulting services for the Volunteer Program in which she will evaluate and analyze the current program/structure.

BOARD ACTION RECOMMENDED:
That the Board of Animal Services Commissioners (Commission) authorize the General Manager of the Department of Animal Services (Department) to execute a Personal Services Contract with Erica Meadows to provide consulting services for the Volunteer Program.

FISCAL IMPACT:
The Department will use $35,000 from Fund 100, Account 3040-Contractual Services, to pay for these services. Payment will be broken down into three stages. Stage I - no more than $21,000, Stage II no more than $8,000, Stage III no more than $6,000.

BACKGROUND / HISTORY:
This program is designed to assist staff with operational needs of the shelters. The volunteer staff assists the public in six animal service centers, volunteers at Mobile Pet Adoption events, Super Adoption events and special events. Volunteers are required to volunteer a minimum of 8 hours per month. They are encouraged to volunteer as often as they wish. For
shelter volunteers the positions and times are flexible and based on their own availability during the shelter hours of operation. Volunteers are asked to participate at one mobile a month and are available for the super adoption events 4 times a year.

PROPOSED SCOPE OF WORK:

The term of this agreement will be for 6 months in which Erica Meadows will provide consulting services for the Volunteer Program. The services will be broken down into three stages. Stage I – Evaluate and analyze current volunteer program/structure, Stage II – Provide recommendations, Stage III – Implementation of recommendations. The City shall pay the contractor an amount not to exceed $35,000 for complete and satisfactory performance of the terms of the agreement.

Contractor shall:

I. Evaluate and analyze current volunteer program and structure, including but not limited to:

   a. Attend and review orientations at all of the current 6 shelters.
   b. Meet with all LAAS volunteer staff and current liaison at each shelter.
   c. Review all department written materials and methods of communication with volunteers.
   d. Conduct a detailed anonymous survey with current volunteers.
   e. Review current methods of recruitment, retention and motivation.
   f. Review all current policies and procedures, volunteer handbook, and position descriptions.
   g. Evaluate current system of tracking volunteer hours and activities.
   h. Review all training programs
   i. Analyze the Adoption Counselor Volunteer Program and the Mobile Program

II. Provide detailed written recommendations with a focus on enhancing all aspects of the volunteer program, including but not limited to:

   a. Orientations, volunteer training, risk management, recruitment, retention and motivation, volunteer involvement, recognition programs, create new written materials as needed, improving volunteer program section of the web-site, improved customer service.

III. Work on implementing approved recommendations which may include but not limited to:

   a. Provide on-site training at each shelter
   b. Offer coordination as needed with LAAS Volunteer staff
   c. Oversee new programs for ongoing assessment of progress
Subject: Approval to enter into a Personal Service Contract with Erica Meadows

Edward A. Boks
General Manager

_____________________________
Edward A. Boks, General Manager

BOARD ACTION:

Passed  Disapproved
Passed with noted modifications  Continued
Tabled  New Date
DEPARTMENT OF ANIMAL SERVICES
PROFESSIONAL SERVICES AGREEMENT

Contractor: Erica Meadows

Regarding: Volunteer Program Evaluation and Recommendation for the Department of Animal Services

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**ATTACHMENTS**

Attachment A – Standard Provisions for City Contracts (Rev 10/03)
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF LOS ANGELES AND  
ERICA MEADOWS  

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, acting by and through the Department of Animal Services (hereinafter “City” or “Department”) and Erica Meadows (hereinafter “Contractor”).

WITNESSETH

WHEREAS, the City has identified the need for consulting services of a “as-needed” and/or temporary nature for specialized consulting services; and

WHEREAS, by reason of the nature and length of the services required by this Agreement, it is not economical or feasible to have the services provided by a City employee; and

WHEREAS, the Consultant, by virtue of his/her prior experience is particularly qualified to provide the unique and specialized services required by the City at this time; and

WHEREAS, the services to be performed are of an expert and technical nature and are temporary and occasional in character.

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

ARTICLE I.  
INTRODUCTION

A.  Representatives of the Parties and Service of Notices

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

   a. The representative of the City shall be, unless otherwise stated in the Agreement:

      Nancy Moriarty  
      Acting Director of Shelter Operations  
      Department of Animal Services  
      3201 Lacy St.  
      Los Angeles, CA  90031  

      (213) 485-7875  
      (213) 847-0555  
      nmoriarty@ani.lacity.org
b. The representative of the Contractor shall be:

Erica Meadows  
20160 Allentown Drive  
Woodland Hills, CA 91364

(818) 414-3025  
(818) 716-7560 fax  
ericameadows@aol.com

2. Formal notices, demands, and communications required hereunder by either party shall be made in writing and may be effected by email, personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

3. 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, in accordance with Article I, within five (5) working days of said change.

ARTICLE II.  
TERM AND SERVICES TO BE PROVIDED

A. Time of Performance

The term of this Agreement shall commence upon execution and terminate 6 months therefrom, subject to the termination provisions herein. Performance may not begin until the Contractor has obtained approval from the City for the insurance required herein.

B. Purpose of the Agreement and Services to be Provided

1. Contractor shall make herself available during normal business hours, as requested by the General Manager to render professional consulting services to the Department for the purpose of assisting the Department in the following:

2. Scope of Work

a. Contractor shall:

   I. Evaluate and analyze current volunteer programs and structure, including but not limited to:

      a. Attend and review orientations at all of the current 6 shelters.
      b. Meet with all LAAS volunteer staff and current liaison at each shelter.
c. Review all department written materials and methods of communication with volunteers.
d. Conduct a detailed anonymous survey with current volunteers.
e. Review current methods of recruitment, retention and motivation.
f. Review all current policies and procedures, volunteer handbook, and position descriptions.
g. Evaluate current system of tracking volunteer hours and activities.
h. Review all training programs
i. Analyze the Adoption Counselor Volunteer Program and the Mobile Program

II. Provide detailed written recommendations with a focus on enhancing all aspects of the volunteer program, including but not limited to:

a. Orientations, volunteer training, risk management, recruitment, retention and motivation, volunteer involvement, recognition programs, create new written materials as needed, improving volunteer program section of the web-site, improved customer service.

III. Work on implementing approved recommendations which may include but not limited to:

a. Provide on-site training at each shelter
b. Offer coordination as needed with LAAS Volunteer staff
c. Oversee new programs for ongoing assessment of progress
d. Re-write materials such as the Volunteer Handbook
e. Conduct a Resource Survey

b. The City agrees to make available the following resources to the Contractor:

I. A minimal workstation on an as needed basis.

ARTICLE III.
GENERAL TERMS AND CONDITIONS

A. Deliverables, Payment Terms, and Invoicing

1. Deliverables, Compensation, and Method of Payment
a. Contractor shall provide the deliverables described in this Article. The Contractor must provide all deliverables to the City in both hard copy (final or camera-ready copy) and editable electronic format.

b. Contractor will provide a written status report of activities bi-monthly. Report will summarize all activities for that period.

c. Contractor will submit a bi-monthly time sheet. Time sheet will include a detailed summary for each section of time allocated.

d. Contractor will submit all agendas and sign in sheets for all trainings and/or meetings conducted.

e. Contractor will coordinate by-monthly status meetings with Department senior staff.

f. Contractor will conduct monthly presentations on progress to the Animal Services Board of Commissioners.

g. Contractor will submit all re-written materials to the Department.

h. Contractor will provide detailed written recommendations at the conclusion of each stage.

c. Contractor understands and agrees that it may not make any financial commitment on behalf of the City, incur any cost or expense on behalf of the City, or obligate the City to make payments for any costs or expenses.

d. The City shall pay Contractor an amount not to exceed $35,000 for complete and satisfactory performance of the terms of this Agreement, inclusive of all expenses and costs which includes:

   I. Stage 1 – Evaluate and Analyze Current Programs/Structure: approximately 2 months; 40 hours per week
   II. Stage 2 – Recommendations: approximately 1 month; 30 hours per week
   III. Stage 3 – Implementation of Recommendations: approximately 1 month; 20 hours per week

Contractor shall be compensated at a rate of $50 per hour.

e. Thirty (30) calendar days from the date of execution of this Agreement, the City shall pay 50% of the amount for Stage I to Contractor, upon receipt of Contractor’s invoice(s) and receipt and City approval of deliverables, which shall include:

   I. Timesheets for the time allocated.
II. Written status report of all activities that took place.

III. Summary of bi-monthly status meetings with Department senior staff.

IV. Summary of progress presentation to Department Board of Commissioners.

V. Copies of all sign-in sheets for all meetings and/or trainings.

f. Sixty (60) calendar days from the date of execution of this Agreement, the City shall pay 100% of the amount for Stage I, upon receipt and City Approval of Contractor’s invoice(s) for the following set of deliverables, which shall include electronic and hard copies of the following:

I. Timesheets for the time allocated.

II. Written status report of all activities that took place.

III. Summary of bi-monthly status meetings with Department senior staff.

IV. Summary of progress presentation to Department Board of Commissioners.

V. Copies of all sign-in sheets for all meetings and/or trainings.

VI. Final report of report at the completion of Stage I.

g. Ninety (90) calendar days from the date of execution of this Agreement, the City shall pay 100% of the amount for Stage II, upon receipt of Contractor’s invoice(s) and receipt and City approval of deliverables, which shall include electronic and hard copies of the following:

I. Timesheets for the time allocated.

II. Written status report of all activities that took place.

III. Summary of bi-monthly status meetings with Department senior staff.

IV. Summary of progress presentation to Department Board of Commissioners.

V. Copies of sign-in sheets for all meetings and/or trainings.

VI. Detailed written report at the completion of Stage II.

h. One hundred twenty (120) days from the date of execution of this Agreement, the City shall pay 100% of the amount for Stage III, upon receipt and City Approval of Contractor’s invoice(s) for the following set of deliverables, which shall include electronic and hard copies of the following:

I. Timesheets for the time allocated.
II. Written status report of all activities that took place.

III. Summary of bi-monthly status meetings with Department senior staff.

IV. Summary of progress presentation to Department Board of Commissioners.

V. Copies of sign-in sheets for all meetings and/or trainings.

VI. Copies of all re-written material.

VII. Detailed written report at the completion of Stage III.

2. Invoicing

a. Invoices shall be submitted to:

   City of Los Angeles
   Department of Animal Services
   Attention: Jeffrey S. Brill, Sr. Management Analyst II
   221 North Figueroa Street, Suite 500
   Los Angeles, CA 90012

   (213) 482-9525
   (213) 482-9511 fax
   jbrill@ani.lacity.org

b. To ensure that services provided under personal services contracts are measured against services as detailed in the Agreement, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices.

c. Contractor shall submit invoices that conform to City standards and include, at a minimum, the following information:

I. Name and address of contractor

II. Name and address of City department being billed

III. Date of invoice and period covered

IV. Agreement number [or authority (purchase order) number]

V. Task Order or Notice to Proceed

VI. Description of completed task/project and amount due for task/project, including:
A. Name of personnel working on task

B. Hours spent on task and timesheet supporting charges (if applicable)

C. Rate per hour and total due

VII. Original manufacturer’s invoice for items where the cost or cost plus is supported by the contract

VIII. Certification by a duly authorized officer

IX. Discount and terms (if applicable)

X. Remittance Address (if different from company address)

d. All invoices shall be submitted on contractor’s letterhead, contain contractor’s official logo, or other unique and identifying information such as the name and address of the contractor. Evidence that tasks have been completed, in the form of a report, brochure, or photograph, shall be attached to all invoices. Invoices shall be submitted within 30 days of service, or monthly, and shall be payable to the contractor no later than 30 days after acknowledged receipt of a complete invoice. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the City manager.

e. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the contractor. The City will not compensate the contractor for costs incurred in invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time.

f. Subcontractors’ Requirements.

I. Tasks that are completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.

g. **Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a),** which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.
B. Contractor’s Personnel

1. Contractor shall use its own employees to perform the services described in this contract. The City shall have the right to review and approve any personnel who are assigned to work under this Agreement. Contractor agrees to remove personnel from performing work under this Agreement if requested to do so by the City.

2. Contractor shall not use subcontractors to assist in performance of this Agreement without the prior written approval of the City. If the City permits the use of subcontractors, Contractor shall remain responsible for performing all aspects of this Agreement. The City has the right to approve Contractor’s subcontractors and City reserves the right to request replacement of a subcontractor. The City does not have any obligation to pay subcontractors and nothing herein creates any privity between the City and the subcontractors.

ARTICLE IV.
STANDARD PROVISIONS

A. Standard Provisions for City Contracts

Contractor agrees to comply with the Standard Provisions for City Contracts (Rev. 10/03), attached hereto as Appendix A and made a part hereof.

B. Responsibility to Provide Services in Accordance with Applicable Standards and Requirement to Possess All Valid Permits and Licenses

Contractor warrants that the work performed hereunder shall be completed in a manner consistent with professional standards among those firms in the Contractor’s profession, doing the same or similar work, under the same or similar circumstances. Contractor must possess and maintain valid licenses and permits required to perform the services described herein.

C. Compliance with Statutes and Regulations

Contractor, in the performance of this Agreement, shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State of California, the County and City of Los Angeles. Contractor shall comply with new, amended, or revised laws, regulations, and procedures that apply to the performance of this Agreement.

ARTICLE V.
MISCELLANEOUS

A. Amendments to Agreement
Any changes in the terms of this Agreement, including changes in the services to be performed by Contractor, extension of the term, and any increase or decrease in pricing, shall be incorporated into this Agreement by a written amendment properly executed by both parties.

B. **Termination of Agreement**

1. **Termination for Convenience**

   a. The City may terminate this Agreement for City’s convenience at any time by giving Contractor thirty (30) days written notice thereof. Upon receipt of said notice, Contractor shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The City shall pay Contractor its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Contractor to effect such termination. Thereafter, Contractor shall have no further claims against the City under this Agreement. All finished or unfinished documents and materials procured for or produced under this Agreement shall become City property upon date of such termination.

2. **Termination for Breach of Agreement**

   a. If Contractor fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger timely performance of this Agreement, the City may give Contractor written notice of such default. If Contractor does not cure such default or provide a plan to cure such default which is acceptable to the City within the time permitted by the City, then the City may terminate this Agreement due to Contractor’s breach of this Agreement.

   b. If a federal or state proceeding for relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this Agreement.

   c. If Contractor engages in any dishonest conduct related to the performance or administration of this Agreement or violates the City’s lobbying policies, then the City may immediately terminate this Agreement.

   d. In the event City terminates this Agreement as provided in this Article, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services.

   e. All finished or unfinished documents and materials produced or procured under this Agreement shall become City property upon date of such termination.
f. If, after notice of termination of this Agreement under the provisions of this Article, it is determined for any reason that Contractor was not in default under the provisions of this Article, or that the default was excusable under the terms of this Agreement, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the preceding section in this Article, titled “Termination for Convenience”.

g. The rights and remedies of the City provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

C. Ownership

1. Contractor acknowledges and agrees that all documents, reports, analyses, studies, or data (hereinafter collectively referred to as “Materials”), originated and prepared by Contractor pursuant to the terms of this Agreement, are “Work Made for Hire” and shall become the property of the City for its use in any manner it deems appropriate. Due to the unique nature of the client-base, Contractor will own personal stories, performances and other work produced as a result of this contract by the client in order to protect the privacy and anonymity of the client. Clients will be referred to statistically without reference to any identifying markers such as names or histories. Contractor assigns any and all of its respective interests and rights in such property to the City.

2. All documents and records (hereinafter collectively referred to as “Documents”) provided by the City to Contractor shall remain the property of the City and must be returned to the City upon termination of this Agreement or at request of the City.

3. The provisions of this Article survive termination of this Agreement.

D. Confidentiality

1. All Documents and information provided to Contractor by the City are confidential. All Materials are to be considered confidential. Contractor agrees not to provide Documents or Materials, nor disclose their content or any information therein, either orally or in writing, to any other person or entity, except as authorized by the City or as required by law. Contractor shall immediately notify City representative of any attempt by a third party to obtain access to documents or materials.

2. The provisions of this section survive termination of this Agreement.

E. Ambiguity

Any ambiguity in this Agreement shall not be interpreted against any one party by virtue of that party being drafter of the Agreement.
F. **Entire Agreement**

1. This Agreement contains the full and complete Agreement between the parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

2. In the event of any inconsistency between the provisions in the body of this Agreement and the attachments, the provisions in the body of this Agreement take precedence, followed by Attachment A, the Standard Provisions for City Contracts (Rev. 10/03).

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

THE CITY OF LOS ANGELES  Erica Meadows

By: ________________________________ By: ________________________________
EDWARD A. BOKS, General Manager  Erica Meadows
Department of Animal Services

Date ________________________________  Date ________________________________

APPROVED AS TO FORM:  ATTEST:

ROCKARD J. DELGADILLO, City Attorney  Frank T. Martinez, City Clerk

By: ________________________________  By: ________________________________
Dov S. Lesel  Deputy City Clerk
Assistant City Attorney

Date ________________________________  Date ________________________________

* Approved Signature Methods:

1) Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.

2) One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign

City Business License Number  0002175429-0001-5
Internal Revenue Service Taxpayer Identification Number  ________________
Agreement Number  ________________

Personal Service Contract – Erica Meadows
THIS AGREEMENT AND RIGHT OF ENTRY ("Agreement") is entered into as of October 1, 2006, (the "Effective Date") between the City of Los Angeles ("City"), a municipal corporation, acting by and through the Department of Animal Services ("Department") and the Sam Simon Foundation, a California-based non-profit organization, authorized to do business in the State of California, (hereinafter referred to as "Contractor" or "Sam Simon") with regard to the following:

WHEREAS, the Department desires Contractor to provide spay/neuter surgeries in the South Los Angeles Animal Shelter Spay/Neuter Clinic ("Clinic"), which is presently unused; and

WHEREAS, the proposed spay/neuter services would be primarily for shelter cats and dogs and limited treatment of rabbits on agreed upon "rabbit days" not to interfere with cat and dog services, that are being adopted from the shelter as well as to qualifying City residents in the South Los Angeles area; and

WHEREAS, the existing contract between Contractor and the Department shall terminate and be null and void upon execution of this Agreement, all of Contractor’s obligations under the existing agreement shall be deemed satisfied and Contractor shall owe no money to the Department under the existing agreement; and

WHEREAS, operating the Clinic will augment the Department’s ability to provide spay/neuter services to adopters and residents in South Los Angeles and utilize the Clinic for the benefit of the Department and the surrounding communities; and

WHEREAS, Contractor’s services will be of a temporary nature, until the Department issues a Request for Proposals (RFP) and selects and awards a contract to a permanent operator for the Clinic. The RFP, selection and award process shall not extend beyond March 31, 2007. Contractor’s services will be for 6 months commencing on October 1, 2006 through March 31, 2007. Contract extensions beyond March 31, 2007, must be mutually agreed upon by the Contractor and the Department.

NOW THEREFORE, in consideration of the above premises and of the covenants and representations set forth herein, the parties agree as follows:
SECTION 1. 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, unless otherwise stated in Agreement, shall be the following:

   Jeffrey S. Brill, Senior Management Analyst II
   Department of Animal Services
   221 North Figueroa St, Room 500
   Los Angeles, California 90012
   Phone: (213) 482-9527
   Fax: (213) 482-9511
   Email: jbrill@ani.lacity.org

2. The representative of Contractor shall be:

   Sam Simon or his designee
   Sam Simon Foundation
   6070 Ramirez Canyon Road
   Malibu, CA 90265
   Phone: (310) 457-5898
   Fax: sam@samsimonfoundation.org

B. Formal notices, demands, and communications required hereunder by any party shall be made in writing and communicated by 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, in accordance with Article I, within five (5) working days of said change.

SECTION II. TERM OF AGREEMENT

The term of this Agreement shall be for 6 months commencing on October 1, 2006 through March 31, 2007. Contract extensions beyond March 31, 2007, must be mutually agreed upon by the Contractor and the Department. The Department will be issuing an RFP shortly, and the Agreement is intended to stay in force until such time as the Department selects a permanent operator for the Clinic, but in no event shall this date be later than March 31, 2007. It is anticipated that the RFP process, including the selection and awarding of a contract by the Board and City Council, may take 6 months. If the RFP process is concluded and a new operator is selected prior to March 31, 2007, this Agreement shall terminate upon the earlier date of new operator selection.
The parties may terminate this Agreement at such time as the new operator is selected and enters into a contract to operate the Clinic, or at any other time during the term of the Agreement, by giving fifteen (15) days written notice to Contractor. Upon such termination, Contractor shall have no further obligations to the Department.

SECTION III. PREMISES

The premises covered by this Agreement is the spay and neuter clinic (“Premises” or “Clinic”) located on the second floor of the South Los Angeles Animal Shelter located at 3612 11th Avenue, Los Angeles, CA 90018 (“Shelter”).

City grants the Contractor a temporary, non-exclusive right of ingress and egress into the South Los Angeles Animal Shelter as directed by shelter staff, for the limited purpose of accessing the Clinic on the second floor of the shelter for its employees, agents and for members of the public and the dogs and cats related to that day’s surgeries, on days Contractor will be performing spay/neuter services to the public. City shall hold in its name the Premises license for the Clinic. Contractor is only granted a right to access the Clinic during the term of this Agreement in order to perform services pursuant to this Agreement.

Contractor shall provide to City a copy of its veterinarian’s current veterinary Premise License only for the Premises occupying the second floor as required by the California Veterinary Medical Board. City acknowledges that it currently holds a valid Premise License for the Shelter and shall provide to Contractor a copy of its current Premise License for the Shelter excluding the Clinic.

In the event any third parties request payment from, or assert any claim of any nature against Contractor, City or Department which request or claim directly arises as a result of the conduct or actions of City shelter personnel working at the Clinic or Shelter, City and Department will indemnify and hold harmless Contractor, and its personnel, including Veterinarians, from and against any damages (including, but not limited to, payment of any settlement obligation or any judgment that may be rendered against Contractor) and/or fees (including, but not limited to, attorneys’ fees) and/or costs incurred by Contractor associated with that portion of the dispute relating to damages caused by shelter personnel. Further, Contractor shall have the exclusive right to choose its legal counsel in connection with any such dispute arising from this Agreement. This provision shall become effective immediately upon execution of this Agreement by Contractor. City and Department represent and warrant (1) that they are not currently aware of any requests or claims that may be asserted against any of the Parties arising from the operations of the Clinic or Shelter, and (2) that they are not currently aware of any facts to suggest that Contractor entering into this Agreement in any way infringes on the rights of any third parties. Department acknowledges and agrees that Contractor shall not be responsible for any actions or conduct of shelter personnel providing services at the Clinic or Shelter.

In the event any third parties request payment from, or assert any claim of any nature against Contractor which request or claim directly arises as a result of the conduct or actions of Contractor personnel working at the Clinic, Contractor will indemnify and
hold harmless Department from and against any damages (including, but not limited to, payment of any settlement obligation or any judgment that may be rendered against Department) and/or fees (including, but not limited to, attorneys’ fees) and/or costs incurred by Department associated with that portion of the dispute relating to damages caused by this Contractor personnel. Further, Department shall have the exclusive right to choose their legal counsel in connection with any such dispute arising from this Agreement. This provision shall become effective immediately upon execution of this Agreement by Department.

MANAGING LICENSEE INFORMATION

City shall provide Contractor with the information for the managing licensee for the Shelter. The managing licensee is the person who is responsible for all actions within the Shelter excluding the Clinic. The managing licensee must be a California licensed veterinarian with a current and active license. Please include the California veterinary license number, DEA number, and the managing licensee’s residence address of record for the managing licensee’s personal veterinary license.

Department and City certify that all components of the existing shelter veterinary medical facility are in full compliance with the regulatory requirements of the California Veterinary Medical Board, the Drug Enforcement Agency, and all federal, state and local laws.

Department and City certify and guarantee that all existing infrastructure within the 2nd floor surgery clinic (e.g. Air conditioning, heating, electricity, water, restroom, cabinetry, locking doors and clothing washer/dryer) are in normal and optimum working condition.

Department and City will have evaluated and guarantee the normal and optimum working condition of the following medical equipment:

1. Three Isoflurane anesthesia machines (all components).
2. At least one surgical instrument autoclave.
3. Two surgery tables.
4. One ultrasonic instrument cleaner.
5. All surgery lights

If any work is necessary to make the listed equipment operate in normal and optimum working condition, such costs shall be paid by the Department. Department will provide at least four (4) floor level cabinets for the exclusive use of the Contractor for storage of its medical and surgical equipment and supplies. Said cabinets will have padlock-type latches installed to permit Contractor-supplied locks. Keys to these locks will be held by the employees of the Contractor. In the future, the Shelter staff veterinarian may receive a key to those locks only if it is mutually agreed between Contractor and Department that it is necessary for the Shelter Veterinarian to possess a key.

Other than those items listed above, all materials, equipment and supplies required for the performance of spay/neuter surgeries will be provided by the contractor. Any and all equipment and supplies in possession of the city/shelter will be removed or
secured away from the immediate working area to be utilized by the Contractor and will, in no way, be the responsibility of the Contractor.

SECTION IV. CLINIC MAINTENANCE

The Department shall deliver all equipment in the Clinic to Contractor in proper operating condition. Any costs to deliver equipment in proper condition shall be borne by the Department. It is the sole responsibility of the Contractor to maintain the portion of the Clinic used by Contractor in good and working condition during those times when they are using it. All costs for maintenance of the Clinic to the standards of health and insurance shall be the responsibility of the Contractor. All equipment in the Clinic will be inspected and certified, by a licensed professional, and deemed in good operating condition by the Department prior to Contractor initiating surgical procedures in the Clinic. Contractor, upon termination of this Agreement, will have all equipment inspected and certified by a licensed professional, and must be left in good operating condition as when delivered by the Department, reasonable wear and tear excepted, prior to vacating the Clinic.

This provision will be valid only so long as the contractor is the sole occupant of the surgery clinic during the duration of this Agreement. If any other individual or organization (including shelter staff) uses the surgery clinic at any time during the duration of this Agreement, the Contractor will be released from any responsibility outlined in the paragraph above, excluding drop-off and pick-up of shelter animals that have had Spay/Neuter surgeries performed or if emergency/immediate medical treatment needs to be administered.

SECTION V. DEPARTMENT REQUIREMENTS

A. Contractor will comply with the regulatory requirements of the California Veterinary Medical Board and the Drug Enforcement Agency, including but not limited to obtaining appropriate licenses and permits from the California Veterinary Medical Board and the Drug Enforcement Agency to become the “managing licensee” of the Clinic.

B. During the term of the Agreement, Contractor will provide a maximum of 25 spay/neuter surgeries per day, or more as mutually agreed between Contractor and the Department, for 8 hours per day, four days per week. Contractor will provide the spay/neuter surgeries for the Department’s shelter animals on Tuesdays, Fridays and Saturdays, and provide spay/neuter surgeries for dogs, cats and rabbits (if agreed to by Contractor) belonging primarily to residents of the surrounding community, on Wednesdays. Contractor will perform all sterilizations using vouchers from the Department’s voucher program in full payment for all work performed for shelter animals and for dogs and cats belonging to members of the surrounding community, respectively, based upon the voucher rate for such surgeries as set by the Department.
C. Spay/neuter surgeries will be performed on pre-adopted animals only. Additional surgeries on non-adopted, pre-examined shelter animals may be performed at the discretion of the Contractor and attending surgeon on the day of surgery and will not exceed the daily maximum of 25 animals.

D. It will be the responsibility of the shelter veterinarian (with or without the assistance of a veterinarian working for the Contractor) to perform pre-surgical examinations on spay/neuter candidates (i.e. adopted animals) within 24 hours of their surgery day. Any animals deemed unfit for surgery will be dropped from the next-days surgery roster and their disposition determined by the shelter veterinarian. Any laboratory tests that, in the opinion of the shelter or Contractor veterinarian, are required to determine an animal's health or surgical fitness (e.g. due to age) will be paid for by the shelter.

E. All surgical candidates approved by the shelter veterinarian in the previous 24 hours will be re-evaluated on the day of the surgery by the Contractor veterinarian. At this time any animal may be removed from that-days surgical roster at the discretion of the Contractor veterinarian; however, if such removal occurs, Contractor's veterinarian will consult with shelter veterinarian regarding why animal is removed.

F. At the time of the surgery, the Contractor will provide all medications appropriate to the surgical (anesthetic agents, I.V. fluids, etc.) and parasurgical (e.g. pain medication, antibiotics, etc.) applications. Any additional treatments required or requested by the shelter will be provided by the shelter and administered at the discretion of the attending surgeon.

G. In addition to the above, if mutually agreed to between Contractor and Department, the Contractor will also provide special events at the Clinic, for feral spay/neuter days, big dog days and the like, and such dates if mutually agreed upon, shall be in addition to a regularly scheduled day.

SECTION VI. CONTRACTOR SERVICES

A. SURGICAL PROCEDURES

1. Contractor shall perform approved surgical sterilizations utilizing veterinarians and registered technicians licensed by the California Board of Veterinary Examiners (including anesthesia, surgical techniques, post-operation care and monitoring) in accordance with California Veterinary Medical Practice Acts and local, state and federal laws. This will be done for all healthy dogs and cats, eight weeks of age and older. Surgeries will be performed at the Clinic. Contractor will have at least one California licensed veterinarian and at least one licensed technician at the Clinic at all times during hours of operation.

2. Spay/neuter surgeries must be performed a minimum of three days per week for shelter animals and a minimum one day per week for the public's animals between the hours of 8:30 a.m. to 4:30 p.m., or an earlier closing hour if Contractor has completed its scheduled work for the day and at such other special events as mutually agreed between Contractor and the
Department. The date for surgical procedures for shelter animals and public animals shall be selected by Contractor.

3. **The Department** shall perform at its expense pre-surgical physical examinations on animals to determine if an animal is qualified for surgical sterilization and placed in the surgery kennels prior to the Contractor’s arrival each day. The guidelines for acceptance or rejection of animals must be in accordance with the California Veterinary Medical Practice Acts, but are not limited to:

- a. Animals that are pregnant or in “estrus” may be surgically sterilized at the discretion of the veterinarian.

- b. Animals deemed unfit or unhealthy by a veterinarian may be rejected for surgical sterilization.

- c. If surgical exploration is needed to determine if an animal has already been spayed, surgery shall be deemed performed and the fee paid by Contractor. Any such costs incurred by Contractor shall be included as daily labor costs in Section VII, ¶ B for calculation of rent, if any.

- d. Animals of advanced age may require pre-surgical, geriatric blood screening to be performed by the shelter veterinarian at Department’s expense.

4. It will be the responsibility of the shelter staff to transfer surgical candidates up to the clinic by 9:00 a.m. on the morning of each surgical day (except for the surgery day which is not for shelter animals). Transfer of any animals that require return to the shelter population (for any reason) will be performed by shelter staff.

5. If, for any reason, Contractor is unable to begin, continue or complete their daily surgical commitment due to the failure of the shelter to meet its obligations under this Agreement that would prevent Contractor from performing their obligations under the Agreement, such as failure by Department staff to provide animals for surgery, Contractor will be released from its contractual agreement for that day.

B. EMERGENCY MEDICAL TREATMENT

1. Contractor will provide each pet owner with written instructions regarding what to do for post-operative care including directions to contact a veterinarian in case of an emergency and will provide emergency contact information.

2. Contractor shall monitor all animals for post-surgical complications. Contractor shall provide all appropriate medical treatment to animals in the event of an emergency related to the surgery at no additional cost to the Department or the pet owner. Contractor shall not be responsible for the
cost of treatment for animals that develop post-surgery diseases that are not related to the surgery including, but not limited to, kennel cough, parvo, distemper, or any upper respiratory or gastrointestinal diseases.

3. Contractor's medical staff shall monitor all animals for post-surgical complications until the time of its release to the owner. Contractor shall provide all appropriate medical treatment to animals in the event of an emergency related to the surgery on the day of that animal's surgery at no additional cost to the Department or the pet owner.

4. At the time of release of surgical patients to their owner, Contractor will provide said owners with instructions (written and verbal) regarding post-surgical emergency care indicating the following:

   a. In the event of an emergency within 72 hrs of post-surgical release, the owner will be directed to attempt to contact and/or take their pet to Contractor at the shelter. If said emergency occurs during Contractor's non-working hours or days, a local emergency (nighttime hours) and/or daytime veterinary practice (to be determined) will be designated for such emergency care. Any emergency requiring veterinary intervention and determined to be related to spay/neuter surgery or its related treatments will be paid for by Contractor. Costs for emergencies shall be the responsibility of the owner.

   b. If said emergency occurs more than 72 hours after the time of surgery, the owner will be directed to attempt to contact and/or take their pet to the Contractor at the shelter. If the Contractor cannot be reached at the time or if the emergency occurs during Contractor's non-working periods, the owner will once again be instructed to take their pet to one of the previously-indicated clinics. After 72 hours post-surgery, however, the Contractor will only take financial responsibility for veterinary care that takes place in a daytime practice. At this time, care of nighttime emergencies will be the financial responsibility of the owner.

   c. Within 10 days from completion of surgery, any medical evaluation or treatment possibly related to spay/neuter surgery performed by Contractor will be free of charge to the owner only if the pet is seen by a veterinarian working for the Contractor on a regular surgery day regardless of whether it is a shelter adoptee or public pet surgery day.

5. If, for any reason, the Contractor is unable to begin, continue or complete its daily surgical commitment due to circumstances brought about by the failure of the shelter to meet its obligations under this agreement, the contractor will be released from its contractual agreement for that day.

6. A phone number will be provided to the owner to facilitate communication with the Contractor regarding any of the aforementioned issues.
7. In the event that non-adopted shelter animals are included in any given surgery day, post-operative medical evaluation and treatment of those animals will be the responsibility of the Contractor only so far as possible during regularly scheduled surgery days and hours. At all other times said medical evaluation and treatment will be performed exclusively by the shelter veterinarian and medical staff.

8. Charges for medical emergency treatments (not surgically related) at referred veterinary hospitals, obtained by the Contractor, in addition to stabilization, may be made to the pet owner, provided the pet owner has approved the treatment in advance via telephone notification. All such additional billing charged to pet owners shall be reported by Contractor to the Department's program manager, in writing, within five (5) days after the animal is released from treatment.

C. CARE OF ANIMALS

1. Care of surgical patients shall be in conformance with all federal, state and local humane laws and statutes. A licensed Registered Veterinary Technician or equivalent shall remain on duty following the procedure until the animal’s recovery status meets the conditions set forth by the California Veterinary Medical Practices Acts to send home with their owner or transferred to the care of the shelter staff depending on where the animal came from.

2. Animals unclaimed by owner(s) at the end of the business day shall be kept overnight at the Clinic, if mutually agreed upon by the Department and the Contractor, and be the responsibility of the shelter staff, after reasonable efforts have been made by Contractor to contact the pet owner only if the animal came from the shelter. If the animal is a public animal and the pet owner cannot be contacted then the animal will be the Foundation’s responsibility.

3. All pre-adopted animals shall be released the day of surgery to their owners. Animals that are not pre-adopted shall be released to the Department at such time as medically safe to do so. All animals will be released with post-operative written instructions, including emergency phone numbers. If complications arise from Contractor's surgery within the first 10 days after surgery, then the pet owner may return for care to the shelter on a scheduled day Contractor is normally at the shelter.

4. Once all of the animals have been released from the Spay/Neuter Clinic, Contractor must notify the Shelter Manager, his designee or the Chief Veterinarian that the clinic has no animals or personnel from that days procedures still remaining in the Clinic.
D. PUBLIC OUTREACH

Contractor may provide a public outreach program to advertise spay/neuter services to the public in the communities surrounding the Clinic, subject to the mutual approval of Contractor and the Department. In addition, Contractor, in conjunction with any advertisement and/or marketing performed, will use the Department’s logo and mention the Department as a co-sponsor for such spay/neuter activities. Department hereby grants Contractor a free license to use the Department’s logo in such manner.

E. COST OF SUPPLIES, SERVICES AND PERSONNEL

The cost of staffing (veterinary, managerial, animal care and clerical), maintaining and performing related services under the Agreement shall be the responsibility of Contractor. Contractor shall order, purchase and maintain an adequate stock of all supplies and materials required for the performance of services such as drugs, medical supplies, general office maintenance and clerical supplies. Other than the cost for spay and neuter by means of the vouchers for the type of spay/neuter services performed, the City is not responsible for payment of any other cost or charges incurred by Contractor in providing services under this Agreement.

SECTION VII. LIMITATION OF, AND PAYMENT FOR, USE OF PREMISES

A. LIMITATION OF USE

During the days Contractor uses the Clinic, Contractor shall be fully responsible for its operations and maintenance. Contractor shall have no right to use any other parts of the shelter. The Department may allow the Clinic to be used by other parties during the days not utilized by Contractor, subject to the approval of Contractor. Department shall be responsible for the care of clinic equipment after any third party use and shall return Clinic equipment to the Contractor in proper working condition.

B. PAYMENTS FOR USE OF CLINIC

The City will pay the Contractor through its voucher program for sterilizations to animals belonging to the shelter and for animals belonging to members of the public. The vouchers will be accepted by Contractor as full payment for the surgical sterilizations (and vaccination and microchip insertion) performed. The Department will provide the Contractor with the necessary microchips.

Contractor has indicated to the Department that its labor costs are currently Two Thousand Three Hundred Dollars ($2,300.00) per day. Contractor agrees that fifty percent (50%) of any income received by Contractor above its daily labor costs of $2,300.00, or if daily labor costs are greater than $2,300.00 than of income above this higher daily labor costs and reasonably agreed to mutually between Contractor and Department, will be rebated to the City or deducted by the City from the amount due Contractor, as reimbursement to Department for
cost of utilities and for rent for the Clinic. The other fifty percent (50%) of the income, if any, above all expenses incurred by the Contractor to provide clinic services will be used by Contractor to host special services such as ‘feral cat’ events or ‘big dog’ events at the Clinic on one of the remaining three days per week not regularly used by the Contractor, where the Contractor shall perform sterilizations on feral cats or big dogs as directed by the Department. Contractor will accept appropriate Department vouchers for these events and services. The Department will assist Contractor with the outreach for these special events.

SECTION VIII. OTHER PROVISIONS OF THE AGREEMENT

A. EXECUTION OF AGREEMENT

Contractor will commence operations starting from the Effective Date of the Agreement.

B. CLINIC MAINTENANCE

It is the sole responsibility of Sam Simon to maintain the Clinic in good and working condition, at all times. All costs for maintenance of the Clinic to the standards of health and insurance shall be the responsibility of the Contractor. All equipment in the Clinic will be inspected and certified, by a licensed professional, and deemed in good operating condition by the City and Contractor prior to Contractor assuming occupancy in the Clinic. Contractor, upon termination of this Agreement, shall have all equipment inspected and certified by a licensed professional, and Contractor shall leave all equipment in good operating condition as when delivered by the Department, reasonable wear and tear excepted, and prior to vacating the Clinic.

C. PAYMENT FOR SURGERIES

Contractor may invoice the City once every 30 days for the total cost of spay and neuter surgeries completed from the Clinic. Payment by the City for additional services under this Agreement shall not exceed the amount authorized by the Department for those various procedures, and may not exceed the pertinent voucher for the spay/neuter services performed, as follows:

1. Free to the Public Spay/Neuter Certificate Program - $60 per surgery for:
   a. Low-Income persons.
   b. Senior Citizens.
   c. Disabled Persons.

2. FELIX (Feral) Coupon Programs - $30 per surgery.

3. Spay/Neuter Shelter Adoption Programs - per Surgery
   a. Cats and dogs – Female $48, Male $40.
   b. Rabbits $65.
   c. Large Dog Adoption (extra $50 for dogs in excess of 50 pounds)
      Total - Female $98, Male $90
Suitable proof of surgeries shall be attached to each invoice. The monthly invoice should be accompanied with the monthly report described in this section. Payment will be made after review and approval of Contractor’s written documentation and work. Department will use its best efforts to pay said payments within 30 days of invoice date.

D. PRICES AND SERVICES

The prices (fee) per surgery will be the amount of the voucher used by the Department for the specific type of spay/neuter surgery.

1. Other Services - In addition to the required spay and neuter surgeries as stated herein, Contractor may at its sole discretion offer to City residents other veterinary services as approved by the General Manager at the cost allowed by the Department. These services will be offered only after prior agreement and mutual consent of both parties to this Agreement and will not constitute a requirement for fulfillment of this contractual agreement. Except for emergencies, the City’s free spay/neuter surgeries will take precedence over all other veterinary services.

The City may occasionally request Contractor to conduct Wellness Clinics (vaccine clinics), mobile spay/neuter services throughout the City in the event Contractor still has its spay/neuter mobile van, and to provide veterinary services at prices approved by the General Manager. Such services may only be provided if mutually agreed by Contractor and the Department.

2. Management Information Reports - The Contractor shall be required to provide to the Program Manager monthly reports summarizing the services provided for the Department by the 10th day after the end of the month. The information should include but not be limited to, the number of spay/neuter procedures performed daily, reporting the number of:

   a. Dogs and cats (by category) spayed and neutered (by category) at the Clinic for each surgery day of that month.
   b. The number of post surgical complications reported each month and how each case was resolved.
   c. Dogs and cats receiving wellness services and which services were provided.

The above-mentioned reports must be submitted with the monthly invoice(s).

The Program Manager has the right to audit Contractor’s services provided pursuant to this Agreement. Such audit may be conducted once during the term of this Agreement and will be conducted during the Contractor’s regular business hours. The Program Manager will provide Contractor with reasonable prior notice of the audit.
E. TERMINATION OF THE AGREEMENT

1. Termination for Convenience

The City may terminate this agreement on 15 days' written notice to Contractor.

2. Termination for Cause

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

a. The Department may give Contractor written notice of such default. If Contractor does not cure said default within 30 days after it was first discovered (forthwith for a default involving sanitary or safety conditions) or make reasonable progress to cure said default, the Department may terminate the agreement, and in addition may assume the operation of the spay/neuter Clinic, and exclude Contractor from the premises; and/or;

b. The Department may seek recovery of any remedies allowed by law for any and all claims which may be due the Department pursuant to the terms of this Agreement; and/or;

c. If Department breaches its obligations under the Agreement, Contractor may provide 30-day written notice of breach and Contractor’s notice of termination. If Department breaches its obligations under the Agreement, Contractor may seek recovery of any remedies allowed by law for any and all claims which may be due the Contractor pursuant to the terms of this Agreement.

F. PROGRAM MANAGER

The Department Program Manager at this time is Jeffrey S. Brill, Senior Management Analyst II. The Program Manager will monitor Contractor’s compliance with and performance under the terms and conditions of this agreement and will provide information to Contractor in areas relating to policy and procedural requirements.

SECTION IX. CONFIDENTIALITY OF INFORMATION

Contractor and Department shall treat all information provided by the Department and Contractor under this agreement, as secure and confidential, and such information should be used only for purposes of implementing terms and conditions of this agreement. Contractor shall treat all information provided by the public
pursuant to this Agreement, including but not limited to names, addresses and other information, as secure and confidential, and such information should be used only for purposes of implementing the services provided under this agreement, and shall be provided only to the Department and the Program Manager. The provision of this section survives termination of this Agreement.

SECTION X. REQUIRED INFORMATION

Alternate forms and methods of providing the information required by each party of this agreement, including electronic transfer, may be mutually developed by Contractor and the Department.

SECTION XI. AMENDMENTS

All amendments hereto shall be in writing and signed by persons authorized to bind the parties thereto.

SECTION XII. INCORPORATION OF ATTACHMENTS

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

A. Attachment A – Standard provisions for City personal services contracts (revised 10/03).

B. Attachment B – Equipment Provided in the Clinic.

SECTION XIII. ORDER OF PREFERENCE

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

A. The provisions of this Agreement
B. Attachment A
C. Attachment B

SECTION XIV. ENTIRE AGREEMENT

This Agreement includes Appendices A through D, and constitutes the full and complete understanding between the parties. This Agreement is executed in four duplicate originals, each of which is deemed to be an original.

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

The City of Los Angeles

By __________________________
Edward A. Boks
General Manager
Animal Services Department

Date __________________________

Sam Simon Foundation

By: __________________________
Name:

Position:

Date __________________________

APPROVED AS TO FORM:

ROCKARD J. DELGADILLO, City Attorney

By __________________________
Dov S. Lesel
Assistant City Attorney

Date __________________________

ATTEST:

FRANK T. MARTINEZ, City Clerk

By __________________________
Deputy City Clerk

Date __________________________

City Business License Number __________________________

IRS Taxpayer Identification Number __________________________

City Agreement Number __________________________
ATTACHMENT A
STANDARD PROVISIONS FOR CITY CONTRACTS (REV 10/03)
ATTACHMENT B
EQUIPMENT PROVIDED IN THE CLINIC

South Los Angeles Spay/Neuter Clinic Inventory

1 Washer
1 Dryer
2 1/2 Size Refrigerators
3 Isoflurane Anesthetic Machines
4 Autoclaves
5 Bottles Isoflourin
2 Surgery Tables
1 Ultrasonic Instrument Cleaner
All Surgery Lights