



City of Los Angeles Department of Animal Services

PERSONAL SERVICES AGREEMENT

To Provide Spay/Neuter and Related Veterinary Services

At the

West Valley Animal Care Center
20655 Plummer Street
Chatsworth, CA 91311

Or

North Central Animal Care Center
3201 Lacy Street
Los Angeles, CA 90031

City Agreement Number _____

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AGREEMENT BETWEEN THE CITY OF LOS ANGELES
AND _____

FOR THE OPERATION OF THE SPAY/NEUTER CLINIC AT
THE _____ ANIMAL CARE CENTER

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

WHEREAS, the Department desires Contractor to provide spay/neuter surgeries and related services at the _____ Animal Care Center Spay/Neuter Clinic (“Clinic”); and

WHEREAS, the Department released a Request for Proposals (“RFP”) on _____, 2008 to solicit such services, Contractor submitted a proposal in response to the RFP, met the requirements, and was awarded this Agreement by the Animal Services Board of Commissioners on _____, 2008, according to the terms of the RFP; and

WHEREAS, the Contractor will provide spay/neuter services for Care Center cats, dogs, and rabbits (as needed) that are adopted from the Care Center as well as to pets owned by qualifying residents in the Los Angeles area; and

WHEREAS, the Contractor is expected to provide spay and neuter services for as many animals as possible that are adopted from the Care Center in which the Clinic is located, as well as provide the largest amount of low-cost spay and neuter services to the surrounding community and the general public; and

WHEREAS, operating the Clinic will augment the Department’s ability to provide spay/neuter services to adopters and residents in Los Angeles and will benefit the public; and

WHEREAS, Contractor will accept the fees for spay/neuter surgeries listed herein; and

WHEREAS, GSD provides real estate asset management and related building maintenance and repair services for the City’s real property; and the Department provides those services related to the care and welfare of animals in the City of Los Angeles, and administers agreements related to providing said services.

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

Section I. Representatives of the Parties and Service of Notice

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

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

221 North Figueroa Street, Suite 500
Los Angeles, California 90012

2. The representative of GSD shall be the General Manager of that department, or that person's authorized representative, as follows:

General Manager, Department of General Services
111 East First Street, Room 201
Los Angeles, California 90012

3. The representative of Contractor shall be:

Name, Title, Company
Address
City, California 90000

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

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

Section II. Term

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

Section III. Maximum Payment

Payment to the Contractor by the City shall not exceed \$500,000 during each of the City's Fiscal Years (defined as July 1 through June 30), including the value of discount coupons and free certificates. This provision shall not mean that the City is required to reach or approach this amount.

Section IV. License To Use Premises Of Animal Spay Neuter Clinic

Contractor shall comply with all provisions of the License to Use the Premises of Animal Spay and Neuter Clinic ("License"), attached as Exhibit A, incorporated and made part of this Agreement.

Section V. Standard Provisions for City Contracts

Contractor shall comply with all provisions of the City of Los Angeles' Standard Provisions for City Contracts, (Revised 10/03), ("Standard Provisions"), attached as Exhibit B, incorporated and made part of this Agreement.

Section VI. Premises

The premises covered by this Agreement is the Spay/Neuter Clinic ("Premises" or "Clinic") located at the following location:

West Valley Animal Care Center
20655 Plummer Street
Chatsworth, CA 91311

or

North Central Animal Care Center
3201 Lacy Street
Los Angeles, CA 90031

A diagram of the Premises is attached hereto and incorporated herein as Exhibit C.

Section VII. Ramp-up Period

There shall be a ramp-up period of up to ____ (__) days, beginning from the date this Agreement is executed, to allow Contractor to secure all its resources (staff, equipment and materials, etc.) before beginning provision of services. Should this ramp-up period be insufficient or otherwise need modification, Contractor and Department may meet and confer to determine the necessary modifications. Said ramp-up period may then be changed upon mutual agreement between Department and Contractor. During the ramp-up period, Contractor shall not be required to provide the services stated herein; however, all other terms of this Agreement, the License, and Standard Provisions, shall remain in effect during the ramp-up period.

Section VIII. Scope of Services

The Contractor shall be the sole operator of the Clinic and shall operate the Clinic according to all federal, state, and local laws; shall provide spay/neuter services for adopted animals and animals owned by members of the public, and related veterinary medical services; shall provide all staffing, equipment, and supplies; shall obtain all permits, licenses, and registrations required to operate the Clinic; and shall coordinate with Department staff to provide these services, as stipulated herein. In particular, the services to be provided are as follows:

A. Surgical Sterilizations

The Contractor will perform:

1. Spay and neuter surgeries on all animals adopted from the Care Center (including dogs and cats eight weeks of age or older, and rabbits).

Contractor shall coordinate with Care Center staff in the event that the Care Center's volume of surgeries exceeds this number during special adoption events or other events, and the Contractor shall make a reasonable effort to accommodate additional spay/neuter surgeries from the Care Center. The Department reserves the right to send animals to off-site veterinarians in the event that Contractor is unable to accommodate all of the Care Center's spay/neuter needs.

Contractor shall be expected to perform approximately ____ spay/neuter surgeries at the Clinic each day of operation, including adopted animals and animals brought in by members of the public, and accept all Department discount coupons and free certificates or vouchers for the service.

2. Pre-surgical physical examinations on all surgical candidates to determine if an animal is qualified for surgical treatment.
3. Other ancillary medical procedures associated with surgical sterilizations, according to the provisions outlined below:
 - a. The Contractor will conform to all surgical standards as required by the California Veterinary Medicine Practice Act (CVMPA).
 - b. Animals deemed unfit or unhealthy by a veterinarian may be rejected for surgical sterilization.

- c. Animals that are deemed pregnant or in estrus may be surgically sterilized at the discretion of the Contractor's veterinarian.
- d. Animals of advanced age may require pre-surgical, geriatric blood screening.
- e. If surgical exploration is needed to determine if an animal has already been spayed, surgery shall be deemed performed and the same fee shall apply as if the spay surgery was performed.

B. Microchips

Contractor shall micro-chip all dogs, cats, and rabbits that are adopted from the Care Centers that are not already microchipped, if mutually agreed upon by the Contractor and adopter, or requested by the Department. Contractor shall charge a fee of \$___ per implantation for said microchips.

C. Emergency Medical Treatment

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

The Contractor shall provide appropriate medical treatment to animals in the event of medical emergencies for animals in the care and control of the Contractor. The Contractor will stabilize the animal in the event he or she needs to be transported to another private veterinary hospital, which will be at no additional cost to the City or the pet owner if the emergency is determined to be related to or caused by the sterilization surgery.

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

D. Care of Animals

1. Contractor's care of animals in its custody shall be in conformance with all federal, state, and local humane laws and statutes. A California-licensed veterinary technician, or equivalent, shall remain on duty following the procedure until each animal's recovery status meets the conditions set forth by the CVMPA to send home with his or her owner or transfer to the care of Care Center 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, unless determined otherwise by Department staff, while reasonable efforts are made by the Contractor to contact the pet owner. If Contractor does not plan to staff the Clinic after hours, only animals adopted from City of Los Angeles Animal Care Centers may be transferred, at the sole discretion of the Department, to the holding area of the Care Center if not picked up after surgery.
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.

E. Release of Animals

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

F. Wellness Clinics

The Department may occasionally request Contractor to conduct Wellness Clinics (vaccine clinics). Said services may only be provided if mutually agreed upon by Contractor and the Department.

G. Optional Services and Additional Fees to the Public

The Contractor may offer to the public additional services, provided that the written approval is received from the pet owner and the procedure is performed in conjunction with the surgical sterilization of the pet. Pricing of the services shall be at the Contractor's discretion, subject to Department disapproval. Notwithstanding the Department's right of disapproval of Contractor's prices to the public, any changes in Contractor's prices shall be announced to the public no less than 14 calendar days before they become effective. The Department encourages pricing that maximizes the public's ability to obtain needed services for their pets.

H. Operational Requirements

1. Maintaining a Written Protocol of Procedures

Contractor shall maintain at all times an approved written protocol detailing all procedures, including, but not limited to animal handling, vaccination, anesthesia surgery guidelines, and drug inventory. This protocol must be available for review and approval by the Department at the inception of this Agreement and at all times during its term. The Contractor shall post this protocol in a public area at all times.

2. Days and Hours of Operation

Contractor shall provide spay and neuter services a minimum of ____ days per week. All hours and days of operation shall be subject to mutual agreement between Contractor and Department, to be coordinated with the Care Center, and shall be prominently posted, clearly visible to the public. Contractor may not change hours and days of operation without prior written approval from the Department; such changes must be announced to the public no less than seven (7) calendar days before they become effective.

Contractor must notify Department of planned closures no less than 14 calendar days before the closure, and must post notice of said closure for public view. In the event that the Contractor's veterinarian will be absent, Contractor may retain the temporary services of a licensed veterinarian to perform surgeries in the absence of the Contractor's veterinarian, subject to Department disapproval. The Department reserves the right to have its own veterinary staff or other veterinarian perform said surgeries if the Contractor's veterinarian is absent.

3. Equipment and Supplies

Contractor shall obtain, at its own expense, all equipment and supplies to be used in the operation of the Clinic, including all medical supplies, medicines, cleaning agents, microchips, tools, anesthesia machines, autoclaves, and any other necessary tools,

instruments, supplies, and equipment. Contractor shall maintain in good working order, at its own expense, all equipment used in the operation of the Clinic, and shall ensure that repairs or replacement of equipment does not unreasonably interrupt its services.

4. Equipment Purchase Option

At the end of the term of this Agreement, and upon mutual agreement, Department may purchase from the Contractor, at a mutually-agreed depreciated price consistent with equipment of comparable age and use, Contractor's equipment used in the operation of the Clinic. However, the Department shall be under no obligation to make such purchases.

5. Cost Of Supplies, Services, And Personnel

The cost of setting up, staffing, maintaining, and performing services under this Agreement shall be the Contractor's sole responsibility.

6. Licenses and Permits

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

- A current Veterinary Premise License for the Clinic, naming the Contractor's veterinarian as the Managing Licensee, as required by the California Veterinary Medical Board.
- A current Veterinarian License for the Contractor's veterinarian(s), as required by the California Veterinary Medical Board.
- A Controlled Substance Registration Certificate, as required by the U.S. Department of Justice, Drug Enforcement Administration (DEA).
- All other necessary permits to operate the Clinic, including current licenses from the Board of Consumer Affairs, and any other regulatory agencies requiring licensure.

All licenses requiring display will be displayed in a designated area as prescribed by law. Copies shall be provided to the Department. Contractor shall maintain all licenses and permits current throughout the term of this Agreement, and shall not begin services under this Agreement until such licenses and permits are obtained.

7. Hazardous Waste Disposal

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

I. Fees and Payments

1. Fees for Spay/Neuter Surgeries (for Care Center animals and animals adopted from the Care Centers)

Fees for spay/neuter surgeries paid by the Department are set by the Board; if the Board revises said fees, the Department shall pay the Contractor the revised fees effective on the date of the Board's approval, or as otherwise effected by the Board. The Board-approved fees, as of the Execution Date of this Agreement, are as follows:

<u>Surgery</u>	<u>Fee</u>
Male cat	\$60.00
Female cat	\$68.00
Pregnant cat	\$60.00

Male dog under 50 lbs.	\$60.00
Male dog over 50 lbs.	\$110.00
Female dog under 50 lbs.	\$68.00
Female dog over 50 lbs.	\$118.00
Pregnant dog	\$80.00
Rabbits (all)	\$65.00

2. Payments to Contractor

- a. For each spay/neuter surgery performed by Contractor for Care Center animals and animals adopted from the Care Centers, the Department shall pay the Contractor the full amount of the above fees. The invoicing and payment process shall be as follows:
 - i. Contractor shall remit invoices for said surgeries on or before the 10th of the month after the surgery is performed.
 - ii. Each invoice shall be accompanied by supporting documentation, such as suitable proof of surgeries or other documentation as may be required by the Department, in a form approved by the Department.
 - iii. All payments are subject to Department review and approval of Contractor's documentation and work.
 - iv. Department will make all reasonable efforts to pay Contractor each month for services rendered the previous month, so long as invoices and supporting documentation are received on time as indicated herein.
- b. City shall pay the face value of discount coupons and free certificates redeemed with Contractor.

3. Payment of Surgery Discount to Department via Reimbursement

Contractor shall reimburse the Department an amount equal to 10% of payments paid by Department for spay/neuter surgeries performed on Care Center animals and animals adopted from the Care Center. This reimbursement shall result in a net payment equal to the discounted amount proposed by Contractor and accepted by the Board, as indicated below:

<u>Surgery</u>	<u>Board- Approved Fee</u>	<u>Contractor shall reimburse Department</u>	<u>Net Fee At % Discount</u>
Male cat	\$60.00	\$ _____	
Female cat	\$68.00	\$ _____	
Pregnant cat	\$60.00	\$ _____	
Male dog under 50 lbs.	\$60.00	\$ _____	
Male dog over 50 lbs.	\$110.00	\$ _____	
Female dog under 50 lbs.	\$68.00	\$ _____	
Female dog over 50 lbs.	\$118.00	\$ _____	
Pregnant dog	\$80.00	\$ _____	
Rabbits (all)	\$65.00	\$ _____	

Payment of reimbursements to Department shall be payable and due to the Department on or before the last day of the month following payment to Contractor, or may be discounted by the Department from the total payment owed Contractor. All payments shall be payable to the Department of Animal Services. Payments and all supporting documents shall be sent to Department of Animal Services, 221 North Figueroa Street, Suite 500, Los Angeles, California, 90012.

J. Pre-Release Programs Participation: Discount Coupons, Certificates, and Vouchers

Contractor shall participate in all Department Pre-Release Spay and Neuter Programs of spaying and neutering dogs and cats eight weeks of age or older, by accepting Department discount coupons and free certificates or vouchers to perform spay and neuter surgeries on dogs and cats brought in by members of the surrounding communities. The Department will reimburse the Contractor the face value of said coupons, certificates, and vouchers, as indicated above.

K. Code of Ethics

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

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

L. Quality Control

1. Contractor Employee Acceptability

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

2. Quality Control Plan

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

3. Quality Assurance

The Department Contract Administrator will evaluate the Contractor's performance using such procedures as may be necessary to ascertain Contractor compliance with this Agreement including, but not limited to onsite inspections, photographing of interior of the Clinic, and written reports by Department veterinary or contract administration staff;

qualified outside inspectors may also be used. The Contractor shall be required to immediately correct all deficiencies found by the Department.

4. Performance Evaluation

The Contractor shall meet with the Department Contract Administrator quarterly, or as otherwise agreed, to discuss the Contractor's operations and assess the Contractor's capacity to provide the required services for the Department, to discuss the services provided, and other matters of mutual interest.

5. Adequate Stock

Contractor shall maintain an adequate stock of all supplies and materials required for the performance of services, such as drugs, medical supplies, general office maintenance supplies, and clerical supplies, so that services are not unreasonably impacted by a lack of supplies.

6. Reporting Requirements

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

- a. Selected for adoption by a member of the public prior to spay or neuter procedure.
- b. The number of surgical complications (including unexpected or unintended animal deaths) reported each month and how each case was resolved.

A form may be provided; reports are to be submitted along with the monthly invoices.

7. Reporting of Unexpected Animal Deaths

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

Section IX. Incorporation of Exhibits

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

Exhibit A, License

Exhibit B, Standard Provisions

Exhibit C, Premises map

Exhibit D, Unexpected Animal Death Report

Section X. Order of Precedence

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

- 1. This Agreement.
- 2. License (Exhibit A).
- 3. Standard Provisions (Rev. 10/03), (Exhibit B).
- 4. Premises diagram (Exhibit C).
- 5. Unexpected Animal Death Report (Exhibit D)

Section XI. Entire Agreement

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

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

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

By _____
Edward A. Boks, General Manager

Date: _____

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

By _____
Tony Royster, General Manager

Date: _____

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

By _____
Dov S. Lesel, Assistant City Attorney

Date _____

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

By _____
Deputy City Clerk

Date _____

Contractor

By _____

Date _____

(second signature required of corporations)

By _____

Date _____

Los Angeles City Business Tax License Number _____

IRS Taxpayer Identification Number _____

City Agreement Number _____