City of Long Beach
Working Together to Serve

Memorandum

Date: November 15, 2019

To: Thomas B. Modica, Acting City Manager

From: Gerardo Mouet, Director of Parks, Recreation and Marine

For: Mayor and Members of the City Council

Subject: **Compassion Saves Next Steps**

At its May 7, 2019 meeting, the City Council requested the City Manager to work with the Parks, Recreation, and Marine Department to (1) implement the Compassion Saves model as the operational approach for Long Beach Animal Care Services (LBACS) and ensure that this direction is reflected in the LBACS Strategic Plan; (2) provide a report on the existing relationship and recommendations for improvements in policies and practices between Los Angeles Society for the Prevention of Cruelty to Animals (spcaLA) and LBACS; (3) maintain facilities and financial conditions which are most conducive to promoting increased adoptions at the LBACS facility; and, (4) approve recommendations to implement the Compassion Saves approach, and have staff work with the Animal Care Visioning Task Force (Task Force) to assist developing the policy in items listed. The City Council requested that staff provide a report within 60 days.

In the memorandum to the Mayor and City Council on July 23, 2019 regarding LBACS Compassion Saves model, staff requested additional time to provide an update and additional information on the next steps (Attachment A). This report provides the requested information.

Three key steps are needed to continue to build on the successful Compassion Saves momentum and continue to build a positive relationship with spcaLA. The three recommendations are:

1. Amend Title 6 of the Long Beach Municipal Code (LBMC) regarding animals (Ordinance), increasing the number of pets for each household from four to six pets (all cats, all dogs, or a combination of the two);

2. Amend the Ordinance to add a provision that regulates bringing dogs and cats from outside Long Beach for the purposes of adopting them in Long Beach; and,

3. Negotiate and execute a Memorandum of Understanding (MOU) with spcaLA to ensure operational functionality is increased with the aim to maximize the effectiveness of the Compassion Saves approach.

A brief review on how LBACS evolved from an approach that relied heavily on euthanasia, in order to make room in the shelter, to the current Compassion Saves model is provided below. The LBACS evolution to a forward-looking approach of services reflects the recent City Council policy direction.

LBACS History

The LBACS approach to handling the City's animal population has evolved over the years. As recent as 2012, LBACS started seeing less animals coming into the shelter due to effective population control efforts. The key to this success was strengthening of the City's Ordinance regarding Spay and Neuter. At this same time, LBACS began developing partnerships with organizations that help adopt and place Long Beach homeless animals with loving new owners.

Still, there was a need to improve systems and efforts of animal care. Very useful insight on how to improve LBACS services was provided by Phase One and Phase Two of City Auditor's report on Animal Care Services (Attachments B, C). In October 2018, the City's Task Force was created, and the City Council approved the development of an LBACS Strategic Plan, which is scheduled to be completed by March 2020. The hiring of the new LBACS Bureau Manager in February 2019 was also instrumental in the City's animal care policies and vision.

At its May 7, 2019 meeting, the City Council directed staff to develop and implement the Compassion Saves approach as LBACS' day-to-day operations approach. This direction was a result of a discussion at the April 16, 2019 Study Session on the Compassion Saves approach. The Study Session presentation showed the direct positive impact of population control efforts (Attachment D). A key finding was the significant decrease of cat and dog admissions into the shelter from 2010 to 2018 by 49 percent. Similarly, the euthanasia numbers from 2010 to 2018 decreased by 82 percent. Direct LBACS adoptions also showed a dramatic 370 percent increase from 2010 to 2018. The chart below reflects these improvements:

LBACS Performance Improvements

Activity	2010	2018	% Change (-)
Admissions	10,113	5,208	**(49%)**
Euthanasia	5,651	1,044	**(82%)**
Adoptions	144	677	**370%**

As part of the FY 19 and 20 budgets, the City Council approved additional resources to add a full-time adoption/volunteer coordinator and a full-time Veterinarian. Additionally, $100,000 of one-time funding was provided to help bring more private donations to LBACS to assist with adoptions, medical treatment, and improve shelter space. LBACS is working with Partners of Parks to develop a robust LBACS adoption web portal that will provide the community the opportunity to donate to benefit LBACS. This past summer, LBACS significantly invested in medical treatment in order that no healthy animal, nor any treatable animal, was euthanized without an aggressive search for a positive outcome. Private donations will be very helpful to LBACS to help support these life-saving efforts.

The development of partnerships has also improved, with more than 100 animal welfare organizations placing approximately 2,700 animals in 2018. This number includes 1,369 dogs and cats relocated to spcaLA. This is an area that LBACS aspires to strengthen through the development of tools that help manage these partnerships

Continuing Proactive Population Management Efforts

LBACS staff has two recommendations to continue proactive efforts to manage the population of dogs and cats in Long Beach. The first recommendation is to amend the City's Ordinance, which currently limits each household to four animals, to increase the number to allow six licensed pets (all cats, all dogs, or a combination of the two). In comparison, the City of Sacramento's limit is ten dogs and cats per household, and both the City of Los Angeles and the County of Orange have a limit of six dogs and cats per household.

The second recommendation is to amend the City's Ordinance by adding a provision that regulates bringing dogs and cats from outside Long Beach for the purposes of adopting them in Long Beach. This will require individuals or organizations obtain City approval before doing so and encourage prioritization of adopting dogs and cats directly from within the City.

Historically, dog and cat overpopulation has been a challenge. Successful population management strategies must involve education and public policy. LBACS will continue to place emphasis on the importance of promoting spaying and neutering. Increasing the number of dogs and cats allowed per household and preventing dogs and cats being brought in from outside of Long Beach, would be two very effective new policies to help manage the population of dogs and cats.

Improving Coordination Between spcaLA and LBACS

LBACS staff recommend that the City enter into a MOU with spcaLA. There are currently two Lease Agreement documents between the City and spcaLA (included in Attachment A). The first is the 1998 Lease of City land to spcaLA where the P.D. Pitchford Companion Animal Village and Education Center was built. This Lease is scheduled to expire in 2053. The second agreement is the "lease back" between spcaLA and the City to provide shelter space to LBACS. Both agencies work in the same complex.

Although the Lease Agreements addressed how LBACS and spcaLA would share the facilities, they did not effectively articulate how animal services would be effectively delivered. As a result, staff recommend that a MOU be developed to specify how best to work together in a coordinated manner to benefit Long Beach animals and to advance the Compassion Saves approach. The MOU will ensure operational functionality is increased between the two agencies with many benefits expected from this outcome, including clear messaging and understanding provided to the public on how best to deal with homeless animals and how best to adopt Long Beach dogs and cats. This MOU will also address best practices for maintaining facilities and financial conditions, which are most conducive to promoting increased adoptions at the LBACS facility.

Over the past year, staff has gained sufficient experience to better understand how to successfully proceed in advancing the Compassion Saves approach. Compassion Saves' policies continue to be developed in consultation with the Task Force, and will be a critical component of the LBACS Strategic Plan.

Next Steps

In December, staff will bring for City Council's consideration and approval an Ordinance amending Title 6 of the LBMC, increasing the number of pets for each household from four to six pets (all cats, all dogs, or a combination of the two), and adding a provision that regulates bringing dogs and cats from outside Long Beach for the purposes of adopting them in Long Beach. Staff will also work with spcaLA to negotiate a MOU to ensure operational functionality is increased with the aim to maximize the effectiveness of the Compassion Saves approach.

Should you have any questions regarding the next steps outlined in this memorandum, please contact me at (562) 570-3170.

ATTACHMENTS

CC: CHARLES PARKIN, CITY ATTORNEY
LAURA DOUD, CITY AUDITOR
DOUG HAUBERT, CITY PROSECUTOR
REBECCA GARNER, ACTING ASSISTANT CITY MANAGER
KEVIN JACKSON, DEPUTY CITY MANAGER
TERESA CHANDLER, INTERIM DEPUTY CITY MANAGER
ANDREW VIALPANDO, ACTING ADMINISTRATIVE DEPUTY TO THE CITY MANAGER
DEPARTMENT HEADS

Attachment A

City of Long Beach Memorandum

Working Together to Serve

Date: July 23, 2019

To: Patrick H. West, City Manager

From: Gerardo Mouet, Director of Parks, Recreation and Marine

For: Mayor and Members of the City Council

Subject: **Long Beach Animal Care Services**

At its May 7, 2019 meeting, the City Council requested the City Manager to work with the Parks, Recreation, and Marine Department to implement the Compassion Saves model as the operational approach for Long Beach Animal Care Services (LBACS) and ensure that this direction is reflected in the LBACS Strategic Plan; provide a report on the existing relationship and recommendations for improvements in policies and practices between Los Angeles Society for the Prevention of Cruelty to Animals (spcaLA) and LBACS; maintain facilities and financial conditions which are most conducive to promoting increased adoptions at the LBACS facility; and approve recommendations to implement Compassion Saves approach, have staff work with the task force to assist developing the policy in items listed. The City Council requested that staff provide a report within 60 days.

Staycee Dains, Manager of Animal Care Services, and her staff have been making progress on the research and policies requested by the City Council. LBACS has had to place priority, as it does every summer, on responding to the higher admissions of dogs and cats that come into the facility at this time. With the Department's new Compassion Saves approach, LBACS staff has been very busy preventing our facility from being overcrowded and have been focusing on saving animals. In addition, Staycee, her staff, and the LBACS Task Force have been meeting regularly and are making progress on developing the Strategic Plan. For these reasons, staff requires additional time to prepare the report requested by the City Council. The report is anticipated to be complete in October.

Pursuant to the complaint that spcaLA did not possess the appropriate business licenses, a business license inspector visited the spcaLA location, 7700 E. Spring Street, on May 8, 2019 (the day after the City Council meeting). The inspector found there was a retail operation occurring at the location as stated in the complaint, and informed spcaLA they needed to apply for a retail business license as soon as possible. spcaLA complied and submitted their application for retail sales on May 29, 2019. A license was issued after the Development Services Department approved the use and the Fire Department conducted its inspection. spcaLA had previously obtained licenses for its other operations

The licenses currently held by spcaLA at the location are:

- Veterinary Clinic with Boarding
- Social Services without Food Distribution (pet adoption, dog training, pet grooming and pet hotel)
- Retail Sales

As requested, a copy of spcaLA's lease has been attached. The lease is in effect until July 31, 2053. Several related documents have also been attached for your reference.

Please let me know if you require additional information. I can be reached at (562) 570-3172.

GM:gh

ATTACHMENTS
LEASE - 25915
AGREEMENT - 25914
LEASE-BACK – 25916
FIRST AMENDMENT TO LEASE-BACK - 25916

CC: CHARLES PARKIN, CITY ATTORNEY
LAURA L. DOUD, CITY AUDITOR
DOUGLAS HAUBERT, CITY PROSECUTOR
TOM MODICA, ASSISTANT CITY MANAGER
KEVIN J. JACKSON, DEPUTY CITY MANAGER
REBECCA GARNER, ASSISTANT TO THE CITY MANAGER
MONIQUE DE LA GARZA, CITY CLERK (REF. FILE #9-0451)

LEASE

25915

THIS LEASE is made and entered, in duplicate, as of the 1st day of August, 1998 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on April 7, 1998, by and between the CITY OF LONG BEACH, a municipal corporation ("City"), and the LOS ANGELES SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, a California non-profit corporation, whose address is 5026 West Jefferson Boulevard, Los Angeles, California 90016 ("SPCALA").

RECITALS

WHEREAS, the City is the owner of certain real property in the City of Long Beach, County of Los Angeles, State of California, which City desires to lease to SPCALA on the terms, covenants, and conditions stated in this Lease; and

WHEREAS, SPCALA shall construct improvements on the real property described in this Lease and, after such construction, shall lease-back a portion of the Property to the City of Long Beach pursuant to a written Lease-Back to be entered into concurrently with the Lease; and

WHEREAS, the parties intend and agree that this Lease and the Lease-Back shall be mutually interdependent;

NOW, THEREFORE, in consideration of the faithful performance of the terms, covenants and conditions stated herein and at the time and in the manner stated herein, the parties agree as follows:

1. Recitals. The above recitals are incorporated herein by this reference. Capitalized terms used but not defined herein shall have the meanings set forth in the Lease-Back.

2. Property.

A. City hereby leases to SPCALA and SPCALA hereby accepts "as is" and leases from City the property shown on Exhibit "A," attached hereto and incorporated herein by this reference, commonly known as 7700 East Spring Street, Long Beach, Los Angeles County, California 90805 (the "Property"), and consisting of approximately 6.5 acres. SPCALA acknowledges that it has not received and City has not made any warranty, express or implied, as to the condition of the Property. The SPCALA shall be responsible for the construction of a shelter as is more fully described in this Lease and in the Lease-Back (the "Facility").

B. SPCALA shall use master locks in construction of, and shall provide to City master keys for all exterior doors, gates and other locked enclosures which are part of or lead to the Common Areas.

3. Term.

The term of this Lease shall begin at 12:01 a.m. on August 1, 1998, and shall end at midnight on July 31, 2053, unless sooner terminated as provided herein. September

1st shall be the anniversary date of this Lease. If the California Government Code is amended, after the execution of this Lease, to allow a term greater than fifty-five (55) years, the SPCALA shall have the option to extend to the maximum time allowed by such amendment by giving notice to City of SPCALA's desire to extend.

4. Rent.

A. SPCALA shall pay to City, as annual rent, the sum of One Hundred Twenty Dollars ($120.00), payable in advance, without deduction, set-off, notice, or demand, on the anniversary date of each Lease year, and other good and valuable consideration, including SPCALA's execution of the Lease-Back, educational programs offered to the community, and other community service inherent in SPCALA's business.

B. Additional Rent. SPCALA shall pay as additional rent any sum expended by City under Section 9(B), and Section 25.

C. Place of Payment. SPCALA shall pay rent at City's address for notice in Section 28.

5. Use.

A. The Property shall be used solely for one or more of the following purposes and no other:

(i) constructing the Facility;

(ii) providing for the adoption, care, treatment and disposition of animals; education relating to the care of such animals; administrative offices and facilities; the operation of day and

overnight kennels; and all such other activities and projects consistent with the operation of a society for the prevention of cruelty to animals.

(iii) leasing back a portion of the Facility to the City for use solely by its Department of Health and Human Services in connection with its animal control program.

B. SPCALA shall not use the Property or conduct its business thereon, in any manner that will create a nuisance or constitute waste. SPCALA shall not make or permit any noise or odors that constitute a nuisance within the meaning of California Civil Code Section 3479 or California Penal Code Section 370.

C. SPCALA shall use the Property and operate its business thereon in compliance with all laws, ordinances, rules, orders of, regulations and requirements of any fire insurance underwriters or ratings bureaus and obtain such permits, licenses, and certificates required by all federal, state, and local governmental authorities having jurisdiction over the Property and SPCALA's business thereon, whether now in effect or which may hereafter come into effect.

D. SPCALA understands and agrees that this Lease covers only the surface of the Property and only so much of the sub-surface as is reasonably necessary or convenient for SPCALA's use of the Property as permitted herein.

E. City is not currently under notice that the Property, in the state existing on the date that the Lease term commences but without regard to improvements made by SPCALA or SPCALA's use, violates any covenants or restrictions of record.

6. SPCALA's Improvements.

A. As additional consideration in lieu of rent payments for this Lease, SPCALA shall construct improvements to the Property as more particularly described in Exhibit "B," attached hereto and incorporated herein by this reference (the "Work"). SPCALA shall do the Work in accordance with plans approved by City's Department of Planning and Building acting in its municipal capacity and not in its capacity as a lessor of property and approved by City's Department of Health and Human Services (the "Department"), which approval from the Department shall not be unreasonably withheld or delayed.

B. SPCALA shall use its best efforts to begin the Work within ninety (90) days after receipt of all necessary permits, licenses, and approvals and shall proceed diligently to complete the Work.

C. All change orders desired by SPCALA above $50,000.00 shall be approved by the Director of the Department or designee which approval shall not be unreasonably withheld or delayed

D. Prior to beginning the Work, SPCALA shall file with City a Performance Bond in the amount of one hundred percent (100%) of the estimated cost of the Work and a Labor and Material Bond (also known as a Payment Bond) in the amount of one

hundred percent (100%) of the estimated cost of the Work, both executed by SPCALA or SPCALA's contractor, as Principal, and by a surety authorized to do business in California as a Surety. Said bonds shall name City as a joint obligee with SPCALA. Nothing contained herein shall be deemed to release SPCALA from the duty to keep the Property free of liens. The Performance Bond shall remain in effect until the expiration of the statutory period for filing liens or stop notices, or until the Property is free from the effect of such liens or stop notices, if same have been filed.

E. All contracts entered into by SPCALA relating to the Property or the Work or the use of the Property shall contain the following statement:

> "This agreement/contract shall in no way bind the City of Long Beach, its officials or employees, nor obligate them for any costs or expenses whatsoever under this agreement/contract, or which are in any manner connected with the subject matter of this agreement/contract."

F. SPCALA shall notify City at least twenty (20) days prior to beginning the Work to enable City to post and record a Notice of Non-responsibility.

G. City shall not be obligated to make any capital improvements or alterations in or about the Property.

H. On the expiration or sooner termination of this Lease, the Facility and all other improvements to the Property shall become the property of City at no cost to City.

I. Other than the Work, SPCALA shall not make any other improvements to the Property without the prior written approval of City. City may withhold approval if the proposed improvements will materially increase Operating Expenses or if they will adversely affect the Lease-Back in City's sole opinion. If City approves the construction of other improvements, then SPCALA shall construct the improvements in accordance with plans approved by City's Department of Planning and Building acting in its municipal capacity and not in its capacity as a lessor of property and approved by City's Department which approval from the Department may not be unreasonably withheld or delayed. In the event of any subsequent improvements contemplated under this paragraph, SPCALA shall comply with all applicable codes, ordinances, regulations, and requirements for permits, licenses, and approvals. In addition, the provisions of Section 6(B), (C), (D), (E), (F), and (H) and Section 7 shall apply to the construction. Following construction the definition of Facility shall include the Work and all newly built improvements.

J. City's approval for the construction of new improvements, once given, shall not be construed to be approval of any subsequent or other request for approval of construction of improvements.

7. Liens.

A. SPCALA shall keep the Property free of any mechanic's or materialman's liens for any work done, labor performed, or material furnished by or for SPCALA relating to the Property. SPCALA shall defend, indemnify and hold City, its officials and employees harmless from and against all damages, claims, demands, causes of

action, liens, liability, loss, costs, and expenses including reasonable attorney's fees) of whatsoever kind for any such work done, labor performed, or materials furnished on the Property except to the extent the conduct of the City contributed to said damages. It is the intent of the parties hereto that each party shall be responsible for all such costs, losses and liabilities based upon their comparative fault.

B. In addition to Subsection 7(A), if a mechanic's or materialman's lien is imposed on the Property as a result of construction or repair, then SPCALA shall:

(i) record a valid release of lien; or

(ii) deposit with City cash in an amount equal to 125% of the amount of the lien and authorize payment to the extent of said deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to lienholder's claim; or

(iii) procure and record a lien release bond in accordance with California Civil Code Section 3143 issued by a surety authorized to do business in California.

C. On completion of the Work, SPCALA shall file a Notice of Completion in the Official Records of the County Recorder of Los Angeles County.

8. Taxes.

A. SPCALA acknowledges that this Lease may create a possessory interest subject to taxation and that SPCALA may be subject to payment of taxes levied on such

interest. SPCALA shall pay before they become delinquent all taxes levied against the Property and provide proof of payment to City within ten (10) days after City's request therefor.

B. SPCALA shall pay before they become delinquent all taxes, assessments, license fees, and other charges levied on SPCALA's personal property, equipment, furnishings or trade fixtures installed or located on the Property and provide proof of payment to City within ten (10) days after City's request therefor.

9. Insurance.

A. As a condition precedent to the effectiveness of this Lease, SPCALA shall procure and maintain, at SPCALA's cost, from an insurer admitted in California or having a rating of A:VIII or better by A.M. Best & Company the following insurance:

(i) Comprehensive General Liability insurance including business interruption and products coverage with a combined single limit of at least Three Million Dollars ($3,000,000.00) for each occurrence or Five Million Dollars ($5,000,000.00) general aggregate. City, its officials, employees and agents shall be covered as additional insureds with respect to liability arising from activities performed by or on behalf of SPCALA on the Property. Said insurance shall be primary insurance with respect to City and shall contain a cross liability endorsement.

(ii) "All Risk" property insurance in an amount sufficient to cover the full replacement cost of SPCALA's personal property, improvements and equipment on

the Property. City shall be named as an additional insured under a standard loss payable endorsement.

(iii) Upon the execution of this Lease, SPCALA shall deliver to City certificates of insurance with original endorsements evidencing the coverage required by this Lease. The certificates and endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. City reserves the right to require complete certified copies of all policies at any time.

(iv) Said insurance shall contain an endorsement requiring thirty (30) days' prior written notice from insurers to City before cancellation or change of coverage.

(v) Said insurance may provide for such deductibles or self-insured retention as may be acceptable to City's Risk Manager. In the event such insurance does provide for deductibles or self-insured retention, SPCALA shall fully protect City, its officials, and employees in the same manner as these interests would have been protected had the policy or policies not contained deductibles on retention provisions. With respect to damage to property, City and

(vi) SPCALA hereby waive all rights of subrogation against each other but only to the extent that collectible commercial insurance is available for said damage.

(vii) Not more frequently than every three (3) years, if in the opinion of City or of an insurance broker retained by City, the amount of the foregoing insurance

coverage is not adequate, SPCALA shall increase the insurance coverage as reasonably requested by City.

(viii) The procuring of said insurance shall not be construed as a limitation on SPCALA's liability or as full performance on SPCALA's part of the indemnification and hold harmless provisions of this Lease; and SPCALA understands and agrees that, notwithstanding any insurance, SPCALA's obligation to defend, indemnify and hold City, its officials and employees harmless hereunder is for the full amount of any damage, cause of action, loss, expense, cost, or liability caused by the condition of the Property or in any manner connected with or attributed to the acts or omissions of SPCALA, SPCALA'S, agents, employees, licensees, invitees, or visitors, or the operations conducted by SPCALA, or SPCALA's use, misuse or neglect of the Property.

(ix) Any modification or waiver of the insurance requirements herein shall only be made with the written approval of the City's Risk Manager or designee.

(x) City makes no representation or warranty that the limits or forms of coverage of insurance specified herein are adequate to cover SPCALA's property, liability, or obligations under this Lease.

B. In the event of a loss to the Property or Facility, and such loss is covered by City's property insurance, SPCALA shall pay to City one-half (½) of the deductible, which payment shall not exceed $25,000.00, regardless of who or what caused the loss or where on the Property the cause originated.

10. Utilities.

A. SPCALA shall arrange and pay for the installation and use of utilities, including but not limited to gas, electricity, and trash disposal, on or to the Property, and City shall arrange and pay for the use of water and sewer services to the Facility. City and SPCALA shall each pay for their own costs for telephone installation and use.

B. There shall be no abatement or refund of rent and City shall not be liable in any respect for the inadequacy, stoppage, interruption, or discontinuance of any utility service provided by it in its municipal capacity.

11. Maintenance.

A. Except as provided in the Lease-Back or elsewhere in this Lease, SPCALA shall, at its cost and to the satisfaction of City, maintain the Property (including the Common Areas) in good condition, in substantial repair, in a safe, clean, sanitary condition, and in compliance with applicable laws. SPCALA shall use its best efforts to notify City of the appearance of graffiti within twenty-four (24) hours after it appears. SPCALA's duty to maintain shall include but not be limited to the duty to repair and replace the improvements as needed provided that SPCALA's cost to replace shall not exceed the amount of SPCALA's insurance, as required hereunder. If SPCALA fails to maintain the Property, City may notify SPCALA of said failure. If SPCALA fails to correct the situation within thirty (30) days thereafter or such longer period as may be established by City, then City may make the necessary correction and the cost thereof, including but not limited to the cost of labor, materials, equipment and administration, shall be paid by SPCALA as additional rent within

ten (10) days after receipt of a statement of said cost from City. City may, at its option, choose other remedies available herein or by law. SPCALA hereby waives to the extent permitted by law any right to make repairs at the expense of City or to vacate the Property in lieu thereof as may be provided by law.

B. City shall have no obligations with respect to maintenance of the Property, except as stated in the Lease-Back.

12. Restoration. SPCALA shall promptly notify City of damage or destruction to the Facility and the date of same. SPCALA shall promptly make proof of loss and proceed to collect all valid claims that SPCALA may have against insurers or others based on such damage or destruction. All amounts recovered as a result of said claim shall be used first for the restoration of the Facility, which SPCALA shall promptly begin and diligently pursue so that the Facility is restored to substantially the same condition as it was in immediately before such damage or destruction. If existing laws do not permit restoration, then SPCALA may terminate this Lease by giving prior notice to City. Restoration shall proceed in accordance with the provisions of Section 6 of this Lease.

A. There shall not be an abatement or refund of rent during any period of restoration.

B. If the repair, reconstruction or restoration requires longer than one hundred twenty (120) days or if the insurance proceeds will not be sufficient to cover the cost of repair, reconstruction or restoration, then City may elect to repair, reconstruct or restore and the Lease shall continue in full force and effect or City may elect not to repair,

reconstruct or restore and the Lease shall terminate. If City elects to repair, reconstruct or restore, then City shall not be required to expend sums therefor in excess of insurance proceeds received by City by reason of the casualty. If City repairs, reconstructs or restores, then SPCALA's rent under this Lease shall be abated proportionately as of the date of the casualty with the degree to which SPCALA's use of the Facility is impaired during such repair, reconstruction or restoration. SPCALA shall not be entitled to any compensation or damages for loss in the use of the whole or any part of the Facility and any inconvenience or annoyance occasioned by such damage, repair, reconstruction or restoration.

C. In the event the Facility cannot be repaired or restored, then City and SPCALA shall divide all insurance proceeds received on a pro rata basis in accordance with their respective percentage of occupancy of the Facility.

13. Condemnation.

A. If the whole of the Property, Facility or improvements is taken by right of eminent domain or otherwise for any public or quasi public use, then when possession is taken thereunder by the condemnor or when SPCALA is deprived of practical use of the Property, Facility or improvements, whichever date is earlier, this Lease shall terminate. If there is a partial taking so that the remaining portion of the Property or improvements thereon cannot be restored to an economically feasible operation of a comparable kind to that which existed prior to the taking, then this Lease shall, at SPCALA's option, terminate as of the time when possession was taken by the condemnor or when SPCALA was deprived of practical use of the Property, whichever date is earlier.

B. If there is a taking by right of eminent domain, the rights and obligations of the parties with reference to the award and the distribution thereof shall be determined in accordance with this Section. The award shall belong to and be paid twenty percent (20%) to City and eighty percent (80%) to SPCALA.

14. Nondiscrimination. Subject to applicable federal and state laws, rules, and regulations, SPCALA shall not discriminate against anyone on the basis of age, sex, sexual orientation, AIDS, AIDS related condition, marital status, race, religion, creed, ancestry, national origin, disability, handicap, or Vietnam Era veteran status in the use of the Property.

15. Assignment. SPCALA shall not assign or transfer this Lease or any interest herein nor sublease the Property or Facility or any part thereof to anyone other than the Lease-Back tenant. Further, neither this Lease nor any interest herein shall be subject to transfer by attachment, execution, proceedings in insolvency or bankruptcy, or receivership unless said receivership is sought by City. Assignment of the Lease-Back either by SPCALA or by a trustee in bankruptcy shall be a material non-curable breach of this Lease, entitling the non-breaching party to terminate this Lease immediately without the necessity of notice. In the event of assignment or transfer, voluntarily or involuntarily or by operation of law, without the prior approval of City, such transfer shall be voidable at City's election and, if avoided by City, shall convey no interest and shall constitute a default of this Lease. However, this provision shall not apply in the event the SPCALA is acquired by or merges with an entity whose purposes are similar to the SPCALA.

16. Indemnification. SPCALA shall defend, indemnify and hold harmless City, its officials and employees from all claims, demands, damage, causes of. action, losses, liability, costs, and expenses (including reasonable attorney's fees) of any kind or nature whatsoever which City, its officials or employees may incur for injury to or death of persons or damage to or loss of property occurring in, on, or about the Property, arising from the condition of the Property, the alleged acts or omissions of SPCALA, its officers, employees or agents, the occupancy, use, or misuse of the Property by SPCALA, its officers, employees, agents, licensees, patrons, or visitors, or any breach of this Lease.

Except as otherwise provided in the Lease-Back and notwithstanding anything to the contrary herein contained, SPCALA shall have no obligation to defend, indemnify or hold harmless City, its officials or employees for any claims, demands, damage, causes of action, losses, liability, costs, and expenses (including reasonable attorney's fees) or any kind or nature whatsoever arising from any act or failure to act by the City, the City's occupancy of any portion of the Property or with respect to requirements or obligations uniquely applicable to City or cities in general which SPCALA has not otherwise expressly agreed to perform.

17. Default.

A. The occurrence of any of the following acts shall constitute a default by SPCALA:

(i) Failure to pay rent when due if the failure continues after three (3) days' written notice to SPCALA;

(ii) Abandonment of the Property, providing that failure to occupy

or operate the Facility for thirty (30) consecutive business days shall be deemed an abandonment except for causes of force majeure as described in Section 30;

(iii) Any attempted assignment, transfer, or sublease in violation of Section 15;

(iv) Failure to maintain or pay for all necessary permits and business licenses required by the City of Long Beach in its municipal or regulatory capacity;

(v) Failure to pay when due all fees and charges for refuse service, gas, or other utility or service provided by the City of Long Beach in its municipal capacity;

(vi) Failure to report or pay when due to the City of Long Beach in its municipal or regulatory capacity all applicable sales tax, transient occupancy taxes, utility use taxes, or other excise taxes, if applicable;

(vii) The making by SPCALA of any general arrangement or general assignment for the benefit of creditors, or the appointment of a trustee or receiver to take possession of substantially all of SPCALA's assets located at the Property or of SPCALA's interest in this Lease, or the attachment, execution or other judicial seizure of substantially all of SPCALA's assets located at the Property or of SPCALA's interest in this Lease, or where SPCALA becomes a "debtor" as defined in any bankruptcy laws. If any provision of this subpart is contrary to law, such provision shall have no force or effect;

(viii) Failure to perform any term, covenant or condition of this Lease, other than those set forth in sub-sections (i), (ii) and (iii) of this section , shall not constitute a default unless such default is not cured within thirty (30) days after receipt by SPCALA of

written notice from the City specifying such default. If the default cannot be reasonably cured within such thirty-day (30) period, SPCALA shall still not be in default if SPCALA begins to cure within such thirty-day (30) period and diligently prosecutes such cure to completion;

(ix) The failure by SPCALA to perform any of the covenants, conditions or provisions of Section 15 ("Assignment") Section 17(A) (ii) (abandonment), and Section 17(A) (vii) (insolvency), all of which are hereby deemed to be material, non-curable defaults without the necessity of any notice by City to SPCALA thereof;

(x) The parties mutually agree that and this Lease is and shall be mutually dependent on the Lease-Back, and a default by SPCALA under the Lease-Back shall be a material non-curable default under this Lease and termination of the Lease-Back by SPCALA or rejection of the Lease-Back by SPCALA (or by a trustee in bankruptcy) in a bankruptcy proceeding shall also be a material non-curable default under this Lease, all of which shall entitle City to terminate this Lease immediately without the necessity of notice thereof by City to SPCALA.

B. City shall not be in default unless City fails to perform obligations required of City under this Lease within a reasonable time, but in no event later than thirty (30) days after notice by SPCALA to City specifying City's failure to perform such obligation provided, however, that if the nature of City's obligation is such that more than thirty (30) days are required for performance, then City shall not be in default if City begins performance within such 30-day period and thereafter diligently pursues same to completion.

18. Remedies. The parties' remedies hereunder are not exclusive but cumulative to other remedies provided by law or in equity in the event of default.

19. Re-entry. SPCALA shall peaceably deliver possession of the Property to City on the date of termination of this Lease, and whatever the reason for termination. On giving notice of termination to SPCALA, City shall have the right to re-enter and take possession of the Property on the date termination becomes effective without further notice of any kind and without instituting summary or regular legal proceedings. Termination of this Lease and re-entry by City shall in no way alter or diminish any obligation of SPCALA under this Lease and shall not constitute an acceptance or surrender. SPCALA hereby waives any right of redemption under any existing or future law in the event of eviction from or dispossession of the Property for any reason or in the event City re-enters and takes possession of the Property in a lawful manner.

20. Waiver by City. Any waiver by City of any default or breach of any one or more of the terms, covenants, or conditions of this Lease shall be in writing and shall not be construed to be a waiver of any subsequent or other breach or default of the same or of any other term, covenant, or condition of this Lease, nor shall failure on the part of City to require exact and complete compliance with any of the terms, covenants, or conditions of this Lease be construed as in any manner changing the terms, covenants, or conditions hereof or prevent City from enforcing the provisions hereof, nor shall the conduct of the parties be deemed to change or modify the terms, covenants, or conditions of this Lease. No delay, failure, or omission of City to re-enter the Property, to insist on strict enforcement of any term,

covenant, or condition, or to exercise any right, power, privilege or option arising from any breach or default shall impair any such right, power, privilege or option or be construed as a waiver of or acquiescence in such breach of default or as a relinquishment of any right, power, privilege or option. The acceptance of delinquent rent by City shall not constitute a waiver of any other breach or default but shall only constitute a waiver of timely payment for the particular rent payment involved. No notice to SPCALA shall be required to restore "time is of the essence" after the waiver by City of any breach or default. No right, power, privilege, option or remedy of City shall be construed as being exhausted by the exercise thereof in one or more instances.

21. Waiver by SPCALA. Except to the extent of available insurance coverage, City shall not be liable to SPCALA for and SPCALA hereby waives all claims against City, its officials and employees for loss, theft, or any damage to SPCALA or SPCALA's personal property on the Property, for loss or damage to SPCALA's business, or injury to or death of persons on or about the Property from any cause, except City's gross negligence or willful misconduct. SPCALA acknowledges that it is familiar with California Civil Code Section 1542 which reads:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

And, SPCALA hereby releases City from any unknown claims and waives their rights under Section 1542. This waiver is personal to SPCALA as an entity and nothing herein contained shall be deemed a waiver of the rights of others with respect to which SPCALA has no right to waive or otherwise compromise their rights.

22. Abandoned Personal Property. If SPCALA abandons the Property or is dispossessed thereof by process or law or otherwise, SPCALA shall be deemed to have abandoned any personal property belonging to SPCALA left on the Property forty-five (45) days after the date of abandonment or dispossession, and title to said personal property shall be deemed to have been transferred to City. City shall have the right to remove and to dispose of said personal property without liability therefor to SPCALA or to any person claiming under SPCALA, and shall not need to account for its disposal. SPCALA hereby designates City's City Manager as its attorney-in-fact to execute and deliver any documents that are required to dispose of said personal property and transfer title thereto.

23. Quiet Possession. If SPCALA pays the rent and performs all of the covenants and conditions of this Lease, SPCALA shall have quiet possession of the Property for the term hereof subject to the covenants and conditions of this Lease.

24. Right of Access. City shall have the right of access to the Property at all reasonable times and, in emergencies, at any time and, if SPCALA is not present to give access during emergencies, then City may forcibly enter the Property and any such entry shall not in any circumstances be construed or deemed a forcible or unlawful entry of the Property. SPCALA shall not be entitled to compensation or abatement of rent for any

nuisance or inconvenience caused by City's entry in an emergency.

25. Signs. City and SPCALA hereby mutually agree to place, affix, maintain, or permit any sign, advertisement, name, insignia, logo, descriptive material, or similar item (collectively "sign" or "signs") on the Property. Signs identifying SPCALA shall be maintained by SPCALA, at its cost, in good condition. Any sign not mutually agreed to may be removed by City at SPCALA' s cost and the cost of removal shall be additional rent.

City and SPCALA shall erect appropriate signs to identify the SPCALA's portion of the Property as separate from the portion of the Property that is leased back to the City. These signs may take the form of a map or other graphics of the Property color-coded to identify the separate portions as well as descriptive signs with arrows, logos, or other identifying marks.

26. Americans with Disabilities. Except as otherwise provided in the Lease-Back, SPCALA shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to the Property's compliance with the architectural and path-of-travel requirements as in effect at the time the Facility is constructed..

27. Brokers. SPCALA represents that it has had no contacts or dealings regarding this Lease through a broker or agent or any other person who can claim a right to a commission or fee. SPCALA shall defend, indemnify and hold City harmless from all liability arising from any person claiming a commission or fee as a result of SPCALA entering this Lease provided that City promptly notifies SPCALA regarding such claim.

28. Notice. Any notice or approval under this Lease shall be in writing and either personally delivered or deposited in the U.S. Postal Service, first-class, postage prepaid and addressed to SPCALA at the address first stated above, Attn: Chief Financial Officer, and to City at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice shall be effective on the date of mailing or on the date personal delivery is made, whichever first occurs. Notice of change of address shall be given in the same manner as other notices. A courtesy copy of notices from SPCALA to City shall be given as provided herein to the Director, Department of Health and Human Services, City of Long Beach, 2525 Grand Avenue, Long Beach, California 90815.

29. Holding Over. If SPCALA holds over after the expiration of this Lease, with or without the express or implied consent of City, such tenancy shall be from month-to-month only, and neither a renewal of this Lease nor an extension for any further term. Such month-to-month tenancy shall be subject to the terms, covenants, and conditions herein, except that rent shall be five hundred percent (500%) of the rent stated in Section 4. Nothing in this Section shall be construed as a consent by City to any holding over by SPCALA.

30. Force Majeure. The term "force majeure" in this Lease shall mean acts of God, strikes, civil disturbances, wars, explosions, or acts beyond the reasonable control of the party claiming inability to perform which, by the exercise of due diligence and foresight, that party could not reasonably control, but financial inability to perform shall not be considered a cause beyond the reasonable control of the party.

31. Surrender of Property. On the expiration or sooner termination of this Lease, SPCALA shall deliver to City possession of the Property in the same or better condition that existed immediately prior to the date of execution hereof, reasonable wear and tear excepted.

32. Hazardous Materials.

A. SPCALA shall not keep or allow to be kept on the Property any goods, merchandise, supplies, personal property, materials, or items of any kind which are in any way explosive or hazardous except those limited items which are necessary for SPCALA to carry on its business provided that SPCALA disposes of same as required by law. SPCALA shall comply with California Health and Safety Code Section 25359.7 or its successor statute regarding notice to City on discovery by SPCALA of the presence or suspected presence of any hazardous substance on the Property. "Hazardous materials or substance" shall mean any hazardous substances as defined in any federal, state or local statute, ordinance, rule or regulation applicable to the property including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (Title 42 U.S.C. §§9601-9662), the Resource Conservation and Recovery Act (Title 42 U.S.C. §§6901-6992k), the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health and Safety Code §§ 25300-25395), and the Hazardous Waste Control Law (Health and Safety Code §§ 25100-25250.25). "Hazardous materials" shall also include asbestos, asbestos-containing materials, radon gas and petroleum or petroleum fractions, whether or not defined as a hazardous substance in any such statute, ordinance, rule or regulation.

B. City hereby agrees to indemnify and hold harmless SPCALA, its agents,

employees and directors, from and against any and all costs, damages, claims, clean-up, repair, and liabilities, including reasonable attorney fees, foreseeable or unforeseeable, directly or indirectly arising from any release, treatment, use, generation, storage, or disposal of hazardous materials on, under or from the Property by any person or entity at any time prior to commencement of the Lease. City and SPCALA shall each be responsible for damages, claims, costs and liabilities arising from any release, treatment, use, generation, storage or disposal of hazardous materials on, under or from the Property which occurs after the commencement of the Lease on a comparative basis according to who is responsible for the presence of such hazardous materials on the Property.

33. Termination Right. Notwithstanding any other provisions of this Lease, in the event that with reasonable diligence SPCALA is unable to timely obtain the permits and entitlements from governmental entities required to construct the Facility, it may, at its option, terminate this Lease and all other documents related to it. If SPCALA elects such remedy, this Lease shall terminate, both parties shall be placed in as nearly the same position as possible to that just prior to the execution of this Lease, and they shall thereafter have no further liability or responsibility to each other.

34. Kennel Capacity. The capacity of the kennels operated by the SPCALA on the Premises, meaning the number of animals that can be housed by the SPCALA, shall be mutually agreed to by the parties during the design stage. The capacity of the kennels cannot be increased more than 15% over the capacity figure agreed to in the design stage except in the following circumstances:

A. by the mutual consent of the parties; or

B. in the event of a need for temporary housing of animals due to an emergency situation.

CITY shall give notice to the SPCALA of any breach of this provision and SPCALA shall have thirty (30) days after the date of said notice to cure the breach.

35. Miscellaneous.

A. The headings and numbers of this Lease are not a part of it and the groupings of the provisions of it into separate sections, paragraphs, and clauses are for convenience only and shall have no effect on the construction or interpretation of it.

B. Each provision of this Lease to be performed by SPCALA shall be construed as both a covenant and a condition of this Lease.

C. If any term, covenant, or condition of this Lease is found to be invalid, void, ineffective, or unenforceable for any reason, the remaining terms, covenants, and conditions shall remain in full force and effect.

D. Time is of the essence on this Lease.

E. This Lease shall not be modified except in writing signed by duly authorized representatives of the parties.

F. This Lease represents and constitutes the entire understanding between the parties and supersedes all other agreements and communications between the parties, whether oral or written, concerning the subject matter herein.

G. This Lease shall not be recorded.

H. In any action or proceeding relating to this Lease, the prevailing party shall be entitled to its costs, including reasonable attorney's fees.

I. This Lease shall be binding on and inure to the benefit of the parties and their successors, heirs, personal representatives, transferees, and assignees except as provided in Section 15, and all of the parties hereto shall be jointly and severally liable hereunder.

J. Rent not paid when due shall bear interest at the rate of ten percent (10) per annum.

K. This Lease shall be governed by and construed in accordance with the laws of the State of California.

L. This Lease is created as a joint effort between the parties and fully negotiated as to its terms, covenants, and conditions. This Lease shall not be construed against either party as the drafter.

M. The relationship of the parties hereto is that of landlord and tenant, and the parties agree that nothing contained in this Lease shall be deemed or construed as creating a partnership, joint venture, principal-agent, association, or employer-employee relationship between them or between City and any third person or entity.

N. The individuals signing this Lease on behalf of City and SPCALA represent and warrant to each other that they are authorized and legally capable of signing this Lease in their representative capacity.

O. The termination of either this Lease or the Lease-Back shall be deemed and shall immediately cause the termination of the other, without the necessity of notice of

termination. However, if notice of termination is given as to either the Lease or the Lease-Back, then that notice shall also be deemed notice of termination of the other.

IN WITNESS WHEREOF, the parties have caused this document to be executed with all of the formalities required by law as of the date first stated above.

LOS ANGELES SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, a California nonprofit corporation

10/1/98, 1998 By _____
SPCALA President

10/2/98, 1998 By Gladys MacNair
SPCALA Secretary

CITY OF LONG BEACH, a municipal corporation

Sept 28, 1998 By _____
Long Beach City Manager ~~ASSISTANT CITY MANAGER~~
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Lease is approved as to form this 28th day of Sept, 1998.

ROBERT E. SHANNON, City Attorney

By _____
Deputy

LEGAL DESCRIPTION

for the
El Dorado Park Area I
Animal Care Center

That portion of Lot 43 of Tract No. 10548 in the City of Long Beach, County of Los Angeles, State of California, as per map recorded in Book 174, pages 15 through 23 of maps, in the office of the County Recorder of said County described as follows:

Beginning at the intersection of the centerline of Spring Street, 60 feet in width, with the easterly line of the Los Angeles County Flood Control Right-of-Way, said easterly line also being the westerly line of Lot 43, all as shown on said Tract No 10548; thence South 89° 47' 35" East 1417.09 feet along said centerline of Spring Street to a point, said point being the City of Long Beach Monument No. 5150, said monument is referenced by City of Long Beach field book C271 pages 35 and 67, on file in the office of the City Engineer of the City of Long Beach; thence continuing along said centerline of Spring Street South 89° 47' 35" East 508.16 feet; thence at right angles to said centerline South 0° 12' 25" West 64.05 feet to the True Point of Beginning; thence continuing along last said line South 0° 12' 25" West 559.60 feet; thence East 227.63 feet; thence South 0° 29' 09" West 36.77 feet; thence South 89° 55' 26" East 284.30 feet; thence North 0° 12' 25" East 544.12 feet; thence North 84° 07' 34" West 514.27 feet to the True Point of Beginning.

Said described parcel contains 6.51 acres.

LHM:lc
a:117-08.doc

LICENSED LAND SURVEYOR
FLOYD L. GREENE
LS 4984
Exp 12/31/01
STATE OF CALIFORNIA

EXHIBIT "A"

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LONG BEACH, CALIF
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AGREEMENT

25914

THIS AGREEMENT is entered, in duplicate, as of August 1,1998, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on April 7, 1998, by and between the LOS ANGELES SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, a California non-profit corporation, with a place of business at 5026 West Jefferson Boulevard, Los Angeles, California 90016 ("SPCALA"), and the CITY OF LONG BEACH, a municipal corporation ("City").

RECITALS

WHEREAS, the City periodically supports public service organizations through a variety of programs, grants, and other means when this is a public purpose and benefit, such as the City's support of the Public Corporation for the Arts; and

WHEREAS, SPCALA has indicated a desire to construct a new Facility which will serve as its administrative offices and provide for the care and treatment of animals as is more fully set forth in the Lease. The construction of the new Facility will be referred to herein as the "Project". SPCALA also desires to have a more prominent presence in the City of Long Beach and the City desires to encourage those goals by supporting the SPCALA; and

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WHEREAS, the City's support hereunder is conditioned on execution of a Lease and Lease-Back of certain property on which SPCALA will construct a Facility for, among other things, the shelter, adoption and care of animals and the education of the community relating to the care of such animals; and

WHEREAS, this Agreement, the Lease and the Lease-Back are mutually interdependent;

NOW, THEREFORE, the parties agree as follows:

1. The above recitals are incorporated herein. Capitalized terms used but not defined herein shall have the same meanings as set forth in the Lease-Back and Lease.

2. This Agreement shall take effect and begin on August 1, 1998, and shall end on December 31, 1999, unless sooner terminated as provided herein. Because this Agreement is mutually interdependent with the Lease and Lease-Back between the parties, if either the Lease or the Lease-Back is terminated, then this Agreement shall also terminate automatically and without notice.

3. Upon executing this Agreement, the Lease and Lease-Back, the City shall deliver to Deposit Institution the sum of One Million Five Hundred Thousand Dollars ($1,500,000.00) which SPCALA agrees to use from time to time during the term of this Agreement for payments of costs and expenses incurred by or on behalf of SPCALA in connection with the development of the Property (the "Cash Deposit"). The Cash Deposit

shall be placed into an interest bearing checking account (the "Cost Account") at a federally insured institution designated by SPCALA. SPCALA shall be entitled to all interest earned on the Cash Deposit, which earned interest shall only be used for the Project. The funds deposited into the Cost Account shall not be commingled with any other funds whatsoever.

4. SPCALA shall also contribute to the Project a sum in cash or cash equivalency of One Million Five Hundred Thousand Dollars ($1,500,000.00).The parties hereto shall develop a mutually agreeable budget detailing the construction costs for the Facility. In the event the parties fail to reach agreement on a construction budget, after good faith negotiations, then either party (City or SPCALA) may terminate the Agreement, Lease and Lease-Back without penalty and the parties shall have no further duties and responsibilities to the other. The SPCALA shall pay all construction costs in excess of Three Million Dollars ($3,000,000.00), provided that the debt service on those costs will be paid in accordance with the terms and provisions of the Lease Back.

5. Funds shall be released from the Cost Account as follows:

(a) From time to time and at any time during the term of the Agreement, SPCALA may prepare one or more checks drawn upon the Cost Account, for any entity, including, but not limited to, any public utility or agency, engineering, geological, soils or other consultant, architect, project manager, contractor or other construction related company engaged by SPCALA for purposes related to the Project. The Cash Deposit shall not be used for any expenses other than (i) those payable to parties engaged by SPCALA for purposes related to the development of the Property, including SPCALA's investigation and

analysis of the Property pursuant to this Agreement but not including any salary or administrative costs of SPCALA or (ii) permit, application, filing and other fees and charges payable to governmental or quasi-governmental agencies or entities or public utilities in connection with or in anticipation of the Project. No part of the Cash Deposit shall be used to pay overhead, supervision, administrative or other such costs of SPCALA. Each payment instruction from SPCALA shall be accompanied by a copy of such payee(s)'s invoice or statement for the work performed on behalf of SPCALA and/or related costs and expenses or, in the case of application, permit and other fees payable to any governmental or quasi-governmental agency or entity or public utility, by a brief description of the nature of such fees and costs. SPCALA shall deliver copies of the instruction and related invoice, statement and/or description to City. Checks shall be drawn in accordance with the terms of the payment instructions and City approval shall not be required.

(b) SPCA is only authorized to request up to a total of $300,000.00 from the Cost Account for design and related preconstruction costs before such time as the Project is submitted to plan check. When the Project is submitted to plan check, the remainder of the funds shall be available for use by the SPCALA in accordance with the procedures set forth in paragraph 5(a) above. In the event the design costs are less than $300,000.00, all of the remaining funds in the Cost Account shall be available for withdrawal by the SPCALA for the Project.

6. Within fifteen (15) days following the end of each calendar quarter,

during the term of this Agreement, SPCALA shall submit a report of its progress on construction, which shall include copies of change orders and copies of records of in-kind donations designated for the Project.

7. SPCALA shall not use any funds provided by the City under this Agreement for any expense (including administration and overhead) in support of any political activity, political campaign, political candidate, or political purpose.

8. This Agreement is mutually interdependent with the Lease and Lease-Back. If either the Lease or Lease-Back is terminated then this Agreement shall automatically terminate, without notice. In the event of termination of this Agreement, the Lease or Lease-Back, the City's Cash Deposit (less any payments already made from the Cost Account) shall be immediately returned to the City.

9. The City shall not have any control over the conduct of the staff of SPCALA nor any of SPCALA's employees, and the SPCALA shall not have any control over the conduct of the staff and employees of the City. SPCALA warrants that it will not imply or represent that SPCALA or any of SPCALA' s volunteers, subscribers, donors, members, officers, or employees are agents, volunteers, or employees of the City. The City warrants that it will not imply or represent that the City, its officials or employees are agents or employees of SPCALA.

10. This Agreement contemplates that the construction of a new Facility presents special opportunities to both parties herein and is a special inducement to them for

entering into this Agreement. As a result, neither party shall assign its rights or delegate its duties hereunder, or any interest herein, or any portion hereof. Any attempted assignment or delegation shall be void, and any assignee or delegate shall acquire no right or interest by reason of such attempted assignment or delegation. Assignment of this Agreement by either party or by a trustee in bankruptcy shall be a material, non-curable breach of this Agreement entitling the non-breaching party to terminate this Agreement immediately. However, the SPCALA may assign this Agreement in event it is acquired by or merges into a similar non-profit corporation.

11. SPCALA shall defend, indemnify and hold harmless the City, its officials, employees, and agents (collectively in this Section) from and against any cause of action, claim, demand, damage, loss, liability, cost, or expense, including reasonable attorneys fees, (collectively in this Section "claim") arising from any alleged negligent act or omission or willful misconduct by SPCALA, its officers, employees or agents which are connected in any way with its obligations and performance under this Agreement. SPCALA shall give notice to the City of any claim within ten (10) calendar days after its knowledge of same.

12. Any notice given under this Agreement shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid to the City at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager and to SPCALA at the address first shown above. Change of address shall be given in the

same manner as stated here for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever first occurs.

13. If there is a claim relating to the payment of wages arising from the construction described herein, then the parties shall share all costs, expenses, penalties, payments of wages, interest, and other charges related to the claim, including attorneys' fees and court or administrative costs and expenses as follows: 5% to be paid by SPCALA, and 95% to be paid by the City.

14. The acceptance of performance or the payment of money shall not operate as a waiver of any provision of this Agreement, or of any rights herein. The waiver of any breach of this Agreement shall be in writing and shall not constitute a waiver of any other or subsequent breach of this Agreement.

15. This Agreement shall not be modified except in a formal written amendment. This Agreement shall be governed by and construed pursuant to the laws of the State of California. This Agreement constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter herein.

16. Subject to applicable laws, rules, and regulations, the parties shall not discriminate in the performance of this Agreement on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, AIDS related condition, age, disability, handicap, or Vietnam Era veteran status.

IN WITNESS WHEREOF, the parties have caused this document to be executed with all of the formalities required by law as of the date first stated above.

LOS ANGELES SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, a California non-profit corporation

10/1/98, 1998 By _____ President

10/2/98, 1998 By Gladys MacNair Secretary

CITY OF LONG BEACH, a municipal corporation

Sept 28, 1998 By _____ ASSISTANT CITY MANAGER

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

City Manager

This Agreement is approved as to form 9/28, 1998.

ROBERT E. SHANNON, City Attorney

By _____ Deputy

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

FIRST AMENDMENT TO AGREEMENT NO. 25914

25914

THIS FIRST AMENDMENT TO AGREEMENT NO. 25914 is made and entered, in duplicate, as of February 3, 2000 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on February 1, 2000, by and between the LOS ANGELES SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, a California non-profit corporation ("SPCALA"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the parties desire to extend the term of the Agreement;

NOW, THEREFORE, in consideration of the mutual terms and conditions in Agreement No. 25914 and herein, the parties agree as follows:

1. Section 2 of Agreement No. 25914 is hereby amended in its entirety to read as follows:

"2. This Agreement shall take effect and begin on August 1, 1998, and shall end on December 31, 2000, unless sooner terminated as provided herein. Because this Agreement is mutually interdependent with the Lease and Lease-Back between the parties, if either the Lease or the Lease-Back is terminated, then this Agreement shall also terminate automatically and without notice."

2. Except as expressly amended herein, all of the terms and conditions in Agreement No. 25914 are ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this document to be dully

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executed with all of the formalities required by law as of the date first stated above.

LOS ANGELES SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, a California non-profit corporation

3-17-, 2000 By _____ President

3-23, 2000 By Gladys Paunzen MacNair Secretary

"SPCALA"

CITY OF LONG BEACH, a municipal corporation

April 18, 2000 By _____ ASSISTANT City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This First Amendment to Agreement No. 25914 is approved as to form on 4/5, 2000.

ROBERT E. SHANNON, City Attorney

By _____ Deputy

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of LOS ANGELES } ss.

On 3-17-2000 (Date), before me, JUDITH G. SIMS, NOTARY PUBLIC (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),
personally appeared MADELINE BERNSTEIN (Name(s) of Signer(s)),

☑ personally known to me
☑ proved to me on the basis of satisfactory evidence

JUDITH G. SIMS
Commission #1087684
Notary Public — California
Los Angeles County
My Comm. Expires Mar 24,2000

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Judith G. Sims
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document
Title or Type of Document: FIRST AMENDMENT TO AGREEMENT # 25914

Document Date: _____ Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer
Signer's Name: MADELINE BERNSTEIN

☐ Individual
☑ Corporate Officer — Title(s): PRESIDENT
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: SPCA LA

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

County of LOS ANGELES

On MARCH 23 2000 (Date) before me, BERNARD PLOST (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared GLADYS PAUNZEN MACNAIR (Name(s) of Signer(s)),

☐ personally known to me – OR – ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

BERNARD PLOST
Commission # 1141194
Notary Public - California
Los Angeles County
My Comm. Expires Jun 20, 2001

WITNESS my hand and official seal.

Bernard Plost
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: First Amendment to Agreement # 25914

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
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LEASE-BACK

25916

THIS LEASE-BACK is made and entered, in duplicate, as of the 1st day of August, 1998, for reference purposes only, pursuant to a minute order of the City Council of the City of Long Beach at its meeting held on April 7, 1998, by and between the CITY OF LONG BEACH, a municipal corporation ("City"), and the LOS ANGELES SOCIETY FOR PREVENTION OF CRUELTY TO ANIMALS, a California non-profit corporation ("SPCALA"), whose address is 5026 West Jefferson Boulevard, Los Angeles, California 90016.

RECITALS

WHEREAS, City and SPCALA are simultaneously with execution of this Lease-Back entering into a Lease for approximately 6.5 acres located at 7700 East Spring Street, in the City of Long Beach (the "Lease"); and

WHEREAS, as a condition of the Lease, SPCALA will construct improvements to the Property; and

WHEREAS, as a further condition of the Lease, SPCALA will execute this Lease-Back for a portion of the Facility to the City; and

WHEREAS, the parties intend and agree that this Lease-Back and the Lease shall be mutually interdependent;

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LONG BEACH, CALIF.

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NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1. Recitals. The above recitals are incorporated herein by this reference. Capitalized terms used but not defined herein shall have the meanings set forth in the Lease.

2. Property. SPCALA hereby leases back to City and City hereby accepts and leases from SPCALA the portion of the Facility shown in red on Exhibit "A," attached hereto and incorporated herein by this reference, consisting of approximately _____ square feet, and commonly known as 7700 East Spring Street, Long Beach, Los Angeles County, California 90815, the "Lease-Back Premises", together with the right, in common between City, its employees, agents, and invitees and SPCALA, its employees, agents, and invitees to use the Common Areas (as defined in Section 6 hereof) delineated on Exhibit "A" in blue, subject to the Rules and Regulations attached as Exhibit "B."

3. Term. The term of this Lease-Back shall commence on the earlier of the following: the first day of the month following receipt of a Certificate of Occupancy by the SPCALA, or the first day of occupancy by City, and shall terminate on May 31, 2053, unless terminated sooner as provided for herein. The anniversary date of this Lease-Back shall be August 1, regardless of the commencement date.

4. Rent. City shall pay to SPCALA as annual Lease-Back rent the sum of Sixty Dollars ($60.00), in advance, without deduction, set-off, notice, or demand on the anniversary date of each Lease year, and other good and valuable consideration including City's execution of the Lease. However, the first payment of annual Lease-Back rent shall

be due and payable on the commencement of this Lease-Back, rather than on the anniversary date.

5. Use. The Lease-Back Premises shall be used solely by City's Department of Health and Human Services and solely in connection with its animal control program. City shall not use the Lease-Back Premises or conduct its business thereon in any manner that will create a nuisance or constitute waste. City shall not make or permit any noise or odors that constitute a nuisance within the meaning of California Civil Code Section 3479 or California Penal Code Section 370.

6. Common Areas. The term "Common Area" and "Common Areas" shall mean all areas and facilities that are traditionally for the general nonexclusive use of lessees, their employees, suppliers, shippers, customers, invitees, and others, plus exterior doors and entrances, lobbies, public restrooms, parking areas, loading and unloading areas, service ways, trash areas, roadways, sidewalks, walkways, parkways, stairs, ramps, driveways, bumpers, landscaped areas, veterinary theater, classrooms, conference rooms, and rooms for employee breaks, exterior walls, the roof, the foundation fences, gates, and exterior windows and plate glass, and overhead lighting facilities.

7. Expenses.

A. City shall pay to SPCALA as additional rent during the term hereof fifty percent (50%) of all Operating Expenses, as herein defined. "Operating Expenses" shall mean all costs incurred by SPCALA under the Lease for the operation, repair, replacement

and maintenance of the Lease-Back Premises, in a neat, clean, safe and good condition including but not limited to the following:

(i) The Common Areas including their surfaces, coverings, decorative items, carpets, and drapes and other window coverings;

(ii) All heating, air conditioning, plumbing, and electrical systems, life safety and security equipment and systems, (excluding those which are controlled exclusively by SPCALA or City) telecommunications systems and facilities (excluding those which are controlled exclusively by SPCALA or City), fire detection systems (including sprinkler system maintenance and repair), and irrigation systems;

(iii) Trash disposal, janitorial services, and security services;

(iv) The cost of the following utilities: gas and electricity;

(v) The replacement or addition of improvements mandated by any governmental agency;

(vi) The replacement of equipment or improvements that have a useful life for depreciation purposes according to Federal income tax guidelines of five (5) years or less;

(vii) The costs associated with the use of a management company to manage the Lease-Back Premises;

(viii) Debt service on funds in excess of Three Million Dollars ($3,000,000.00) borrowed by SPCALA to pay the cost of original construction of the Facility as defined in the Lease.

(ix) City shall pay its share of Operating Expenses within ten (10) days after receipt from SPCALA of a statement of actual expenses.

B. City shall pay during the term hereof all water and sewer services for the Property and the Facility. City shall also pay the cost of the premium for all-risk property insurance for the Facility both during construction of the Facility and during the term of the Lease-Back.

8. Maintenance & Repair. City shall, at its own expense and to the satisfaction of the SPCALA, keep, maintain, repair and replace all or any portion of the interior of the Lease-Back Premises and all improvements thereon in good condition (excluding those portions which are Common Areas), in a neat, safe and sanitary condition, and in compliance with applicable laws. City shall keep the Lease-Back Premises free from trash, garbage and litter. In all other respects, maintenance shall be governed by the Lease.

9. Nondiscrimination. Subject to applicable laws, rules, and regulations, City shall not discriminate against anyone in its use of the Lease-Back Premises on the basis of age, sex, sexual orientation, AIDS, AIDS related condition, marital status, race, religion, creed, ancestry, national origin, disability, handicap, or Vietnam veteran status.

10. Notice. Any notice required by this Lease-Back shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid to City at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager and to SPCALA at the address first stated above, to the attention of the Chief Financial Officer. Notice shall be deemed effective on the day following the date of mailing or on the date

personal delivery is made, whichever first occurs. Change of address shall be given as provided herein for notices.

11. Kennel Capacity. The capacity of the kennels operated by the City on the Lease-Back Premises, meaning the number of animals that can be housed in the Lease-Back Premises, shall be mutually agreed to by the parties during the design stage. The capacity of the kennels cannot be increased more than 15% over the capacity figure agreed to in the design stage except in the following circumstances:

(i) by the mutual consent of the parties; or

(ii) in the event of a need for temporary housing of animals due to an emergency situation.

SPCALA shall give notice to the City of any breach of this provision and City shall have thirty (30) days after the date of said notice to cure the breach.

12. Indemnification. City shall defend, indemnify and hold SPCALA, its officers and employees harmless from all claims, demands, damages, causes of action, losses, liability, costs, or expenses, including reasonable attorney's fees, of any kind or nature whatsoever which SPCALA, its officers and employees may incur for injury to or death of persons or damage to or loss of property occurring in or on the Property or Facility arising from the condition of the Facility which City is required to maintain under Section 8 hereof, and the acts or omissions of City, its officers or employees relating to the occupancy, use, or misuse of the Facility by City, City's employees, licensees, or visitors.

13. Insurance.

A. During the term of the Lease-back, City shall procure and maintain in full force and effect and at City's sole cost and expense the following policies of insurance, each policy of insurance required to be maintained by City shall be issued by an insurance company authorized to do business in the State of California, with a rating classification of at least a Class A: VIII by A.M. Best and Company. Such policies shall name SPCALA as an additional or named insured:

(i) A policy of "all risk" property, fire and extended coverage insurance, including without limitation, coverage of vandalism and malicious mischief, in an amount equal to one hundred percent (100%) of the full insurance replacement value of the Facility, which policy shall identify SPCALA as a co-insured with City;

(ii) A policy of or self insurance for comprehensive general liability insurance, insuring City's activities and those of its employees, agents, contractors, and invitees with respect to the Property or Facility against loss, damage, or liability for injury, or death of any person, or loss or damage to property occurring on the Property or Facility, as a result of occupancy or use of the Property or Facility with a limit of not less than Three Million Dollars ($3,000,000.00) for each occurrence and Five Million Dollars ($5,000,000.00) general aggregate for injury to any number of persons and/or property damage in any one occurrence.

(iii) Prior to the commencement of the Lease-Back, City shall furnish to SPCALA a certificate of insurance issued by the insurance carrier of each policy of

insurance carried by City pursuant hereto. Such certificate shall reflect that SPCALA is an additional or named insured and that such insurance policies shall not be cancelable without a minimum of thirty (30) days prior written notice to SPCALA.

(iv) The procuring of said insurance shall not be construed as a limitation on City's liability or as full performance on City's part of the indemnification and hold harmless provisions of this Lease Back; and City understands and agrees that, notwithstanding any insurance, City's obligation to defend, indemnify and hold SPCALA, its officers and employees harmless hereunder is for the full amount of any damage, cause of action, loss, expense, cost, or liability caused by the condition of the Facility or in any manner connected with or attributed to the acts or omissions of City, City's, agents, employees, licensees, invitees, or visitors, or the operations conducted by City, or City's use, misuse or neglect of the Facility.

(v) SPCALA makes no representation or warranty that the limits or forms of coverage of insurance specified herein are adequate to cover City's property, liability, or obligations under this Lease-Back.

B. It is understood and agreed that City may satisfy the insurance obligations and requirements set forth herein through an approved self-insurance plan.

14. Assignment. Neither party shall assign or transfer this Lease-Back or any interest in this Lease-Back, and City shall not sublease the Lease-Back Premises or any part thereof. Assignment of the Lease-Back by either party or by a trustee in bankruptcy shall be a material, non-curable breach of this Lease-Back.

15. Waiver. The failure or delay of SPCALA to insist on strict enforcement of any term, covenant, or condition herein shall not be deemed a waiver of any right or remedy that SPCALA may have and shall not be deemed a waiver of any subsequent or other breach of any term, covenant, or condition herein. The receipt and acceptance by SPCALA of delinquent rent shall not constitute a waiver of any other default but shall only constitute a waiver of timely payment for the particular rent payment involved. Any waiver by SPCALA of any default or breach shall be in writing. SPCALA's consent to or approval of any act by City requiring SPCALA's consent or approval shall not be deemed to waive SPCALA's consent or approval of any subsequent act of City.

16. This Lease Back shall be binding on and shall inure to the benefit of the parties and their successors, transferees, assignees, heirs and personal representatives and all of the parties shall be jointly and severally liable hereunder.

17. Attorney's Fees. In any action or proceeding relating to this Lease-Back, the prevailing party shall be entitled to its costs, including reasonable attorney's fees.

18. Waiver by City. SPCALA shall not be liable for and City hereby waives all claims against SPCALA, its officers and employees for loss, theft, or damage to equipment, furniture, trade fixtures, records, plants, and other personal property on or about the Lease-Back Premises, for injury to or death of persons on the Lease-Back Premises from any cause except to the extent caused by the gross negligence or willful misconduct of SPCALA, its officers, employees or agents.

19. Compliance with Laws. City, at its sole cost, shall comply with all laws, ordinances, rules, and regulations of and obtain such permits, licenses, and certificates required by all federal, state and local governmental authorities having jurisdiction over the Lease-Back Premises and business thereon.

20. Choice of Law; Amendments. This Lease-Back shall be construed and interpreted in accordance with the laws of the State of California. This Lease-Back contains the entire understanding of the parties and supersedes all other agreements and communications between the parties, oral or written, concerning the Lease-Back Premises. This Lease-Back shall not be construed against either party as the drafter. This Lease-Back may not be changed or amended except by an instrument in writing signed by SPCALA and City. This Lease-Back shall not be recorded.

21. Broker. The parties covenant and represent that they have had no contacts or dealings regarding this Lease-Back through a broker or agent or any other person who can claim a right to a commission or fee.

22. Termination of Lease. This Lease-Back is subject and subordinate to the terms and conditions of the Lease. The parties mutually acknowledge and agree that this Lease-Back and the Lease are mutually dependent and the termination of either this Lease-Back or the Lease shall be deemed and shall immediately cause the, termination of the other, without the necessity of notice of termination. However, if notice of termination is given as to either the Lease or the Lease-Back, then that notice shall also be deemed notice of termination of the other.

23. Signs. City and SPCALA shall mutually agree to place, affix, maintain, and permit any sign, advertisement, name, insignia logo, descriptive material, or similar item (collectively, "sign" or "signs") on the Lease-Back Premises. Signs identifying the City shall be maintained by City, at its cost, in good condition.

City and SPCALA shall erect appropriate signs to identify the Lease-Back Premises as separate from the premises of the SPCALA. These signs may take the form of a map or other graphics of the entire facility color-coded to identify the Lease-Back Premises from the premises of the SPCALA as well as descriptive signs with arrows, logos, or other identifying marks.

24. Record Retention. SPCALA shall keep or cause to be kept during the term of this Lease-Back and for one (1) year thereafter books and records relating to Operating Expenses.

City shall have the right at any reasonable time during the term and for one (1) year after expiration or sooner termination of this Lease-Back to examine and audit the books and records of SPCALA relating to Operating Expenses, at the City's cost, except as stated below.

SPCALA shall cooperate with the City in such examination or audit, which shall take place during usual business hours.

If the audit reveals an overstatement of Operating Expenses which has resulted in an overpayment of City's share under this Lease-Back, then SPCALA shall immediately refund the City's overpayment upon demand for same from City. If the City has overpaid its

share of operating Expenses by five percent (5%) or more, then SPCALA shall pay the cost of the audit.

25. Default. The occurrence of any of the following acts shall constitute a default by City:

A. Failure to pay rent when due if the failure continues after three (3) days' written notice from SPCALA;

B. Abandonment of the Lease-Back Premises, providing that failure to occupy or operate the Lease-Back Premises for ten (10) consecutive business days shall be deemed an abandonment except for causes of force majeure;

C. Any attempted assignment, transfer or sublease;

D. Failure to maintain or pay for all necessary permits and business licenses required by the City of Long Beach in its municipal or regulatory capacity;

E. The making by City of any general arrangement or general assignment for the benefit of creditors, or the appointment of a trustee or receiver to take possession of substantially all of City's assets located at the Lease-Back Premises or of City's interest in this Lease-Back, or the attachment, execution or other judicial seizure of substantially all of City's assets located at the Lease-Back Premises or of City's interest in this Lease-Back, or where City becomes a "debtor" as defined in any bankruptcy laws. If any provision of this subpart (E) is contrary to law, such provision shall have no force or effect;

F. Failure to perform any term, covenant or condition of this Lease-Back, other than those set forth in sub-sections (A), (B) and (C) of this section shall not constitute

a default unless such default is not cured within thirty (30) days after receipt by City of notice from SPCALA specifying such default. If the default cannot be reasonably cured within such thirty-day period, City shall still not be in default if City begins to cure within such thirty-day period and diligently proceeds to cure to completion;

G. The breach by City of any of the covenants, conditions or provisions of sub-sections (B) and (E) of this section all of which are hereby deemed to be material, non-curable defaults without the necessity of notice thereof by SPCALA to City;

H. The parties mutually agree that and this Lease-Back is and shall be mutually dependent on the Lease, and a default by City under the Lease shall be a material non-curable default under this Lease-Back and termination of the Lease shall also be a material non-curable default under this Lease-Back, all of which shall entitle SPCALA to terminate this Lease-Back immediately without the necessity of notice thereof by SPCALA to City. SPCALA may, in its sole discretion, elect to waive a non-curable default or breach of this Lease-Back by City thereby avoiding termination of the Lease-Back and Lease.

26. Hazardous Materials. City shall not keep or allow to be kept on the Lease-Back Premises any goods, merchandise, supplies, personal property, materials, or items of any kind which are in any way explosive or hazardous except those limited items which are necessary for City to carry on its business provided that City disposes of same as required by law.

27. Parking Spaces. City shall be entitled to the number of reserved parking spaces as set forth in Exhibit "C" for the use of its staff, at no charge.

28. Quiet Possession. If City pays the rent and performs all of the covenants and conditions of this Lease-Back, City shall have quiet possession of the Lease-Back Premises for the term hereof subject to the covenants and conditions of this Lease.

29. Force Majeure. The term "force majeure" in this Lease Back shall mean acts of God, strikes, civil disturbances, wars, explosions, or acts beyond the reasonable control of the party claiming inability to perform which, by the exercise of due diligence and foresight, that party could not reasonably control, but financial inability to perform shall not be considered a cause beyond the reasonable control of the party.

30. Miscellaneous.

A. The headings and numbers of this Lease-Back are not a part of it and the groupings of the provisions of it into separate sections, paragraphs, and clauses are for convenience only and shall have no effect on the construction or interpretation of it.

B. Each provision of this Lease-Back to be performed by City shall be construed as both a covenant and a condition of this Lease-Back.

C. If any term, covenant, or condition of this Lease-Back is found to be invalid, void, ineffective, or unenforceable for any reason, the remaining terms, covenants, and conditions shall remain in full force and effect.

D. Time is of the essence on this Lease-Back.

E. This Lease-Back shall not be recorded.

F. Rent not paid when due shall bear interest at the rate of ten percent (10)% per annum.

G. This Lease-Back is created as a joint effort between the parties and fully negotiated as to its terms, covenants, and conditions. This Lease-Back shall not be construed against either party as the drafter.

H. The relationship of the parties hereto is that of landlord and tenant, and the parties agree that nothing contained in this Lease-Back shall be deemed or construed as creating a partnership, joint venture, principal-agent, association, or employer-employee relationship between them or between City and any third person or entity.

I. The individuals signing this Lease-Back on behalf of City and SPCALA represent and warrant to each other that they are authorized and legally capable of signing this Lease-Back in their representative capacity.

31. Exhibit "C". Subsequent to execution of this Lease-Back, the parties shall execute a document captioned "Commencement Date and Parking", in the form of Exhibit "C" attached hereto and incorporated herein by reference, which states the commencement date and the number of parking spaces reserved to the City hereunder.

IN WITNESS WHEREOF, the parties have caused this document to be executed with all of the formalities required by law as of the date first stated above.

LOS ANGELES SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS, a California nonprofit corporation

10/1/98, 1998 By _____
President

10/2/98, 1998 By Gladys Mac Nair
Secretary

CITY OF LONG BEACH, a municipal corporation

Sept 28, 1998 By _____ ASSISTANT CITY MANAGER
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Lease-Back is approved as to form this 28th day of Sept., 1998.

ROBERT E. SHANNON, City Attorney

By _____
Deputy

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

FIRST AMENDMENT TO LEASE-BACK NO. 25916

25916

THIS FIRST AMENDMENT TO LEASE-BACK NO. 25916 ("First Amendment") is made and entered, in duplicate, as of July 28, 2009, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on July 14, 2009, by and between the CITY OF LONG BEACH, a municipal corporation ("City"), and the LOS ANGELES SOCIETY FOR PREVENTION OF CRUELTY TO ANIMALS, a California nonprofit corporation ("SPCALA"), whose address is 5026 West Jefferson Boulevard, Los Angeles, California 90016.

RECITALS

This First Amendment is made with reference to the following facts and objectives:

WHEREAS, City and SPCALA entered into Lease-Back No. 25916 ("Lease-Back"), pursuant to which SPCALA leased to City certain portions of the Facility shown in red on Exhibit "A", consisting of Lease-Back Premises, together with the right to use the Common Areas shown in blue on Exhibit "A"; and

WHEREAS, the full plan for the Facility was approved by the parties in August 1998; and

WHEREAS, the parties are not obligated to construct the Facility in whole as shown on the full plan, and the portions of the Facility that have been completed are shown on Exhibit "C" attached to this First Amendment; and

WHEREAS, Section 7.(A), and more particularly Section 7.(A)(viii), of the Lease-Back provides that the City shall pay to SPCALA fifty percent (50%) of all Operating Expenses, which includes debt service on funds in excess of Three Million Dollars ($3,000,000.00) borrowed by SPCALA to pay for the cost of original construction of the Facility as defined in the Lease; and

WHEREAS, original construction of the Facility has been deemed fully completed as shown on Exhibit "C"; and

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LONG BEACH CITY
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WHEREAS, SPCALA borrowed additional funds to pay for the cost of original construction of the Facility, and such loan was later replaced by a tax-exempt bond and letter of credit in the total amount of Five Million Five Hundred Ninety Thousand Six Hundred Sixty-Six Dollars and Ninety-Eight Cents ($5,590,666.98); and

WHEREAS, the Lease-Back provides that the Lease-Back may be changed or amended by an instrument in writing signed by the City and SPCALA; and

WHEREAS, the parties desire to amend the Lease-Back to clarify the rights and obligations of both parties under the Lease-Back; and

WHEREAS, capitalized terms not defined herein shall have the meanings ascribed to them in the Lease-Back;

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated by this reference.

2. Exhibit "A". Exhibit "A" to the Lease-Back which shows and delineates the Lease-Back Premises and Common Areas, is hereby deleted, superseded and replaced in its entirety by Exhibit "A" attached hereto.

3. Exhibit "C". Exhibit "C" which depicts the portions of the Facility that have been completed, is hereby attached hereto and incorporated herein by this reference.

4. Debt Service. Section 7.A(viii) of the Lease-Back is hereby amended in its entirety to read as follows:

"(viii) Debt service on funds in excess of Three Million Dollars ($3,000,000.00) borrowed by SPCALA to pay for the cost of original construction of the Facility as defined in the Lease. Debt service on such borrowed funds shall be limited to payments of interest, fees charged for bond administration and fees charged to maintain letters of credit issued to finance original construction. City shall not be obligated to pay any part of the principal of the bond or balance of the

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

letters of credit."

5. Operating Expenses. Section 7.A(ix) of the Lease-Back is hereby amended in its entirety to read as follows:

"(ix) City shall pay its share of Operating Expenses within ten (10) days after receipt from SPCALA of monthly certified invoices for actual expenses together with reasonably detailed supporting documentation."

6. Ratification. Except as expressly amended in this First Amendment, the terms and conditions contained in Lease-Back No. 25916 are ratified and confirmed and shall remain in full force and effect.

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OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

THE LOS ANGELES SOCIETY FOR PREVENTION OF CRUELTY TO ANIMALS, a California nonprofit corporation

8/21, 2009 By _____
President

Madelyn Bernstein
Type or Print Name

8/19, 2009 By _____
Secretary

Mariann N. Ettorre
Type or Print Name

"SPCALA"

CITY OF LONG BEACH, a municipal corporation

10-12, 2009 By _____
Assistant City Manager

City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

"City"

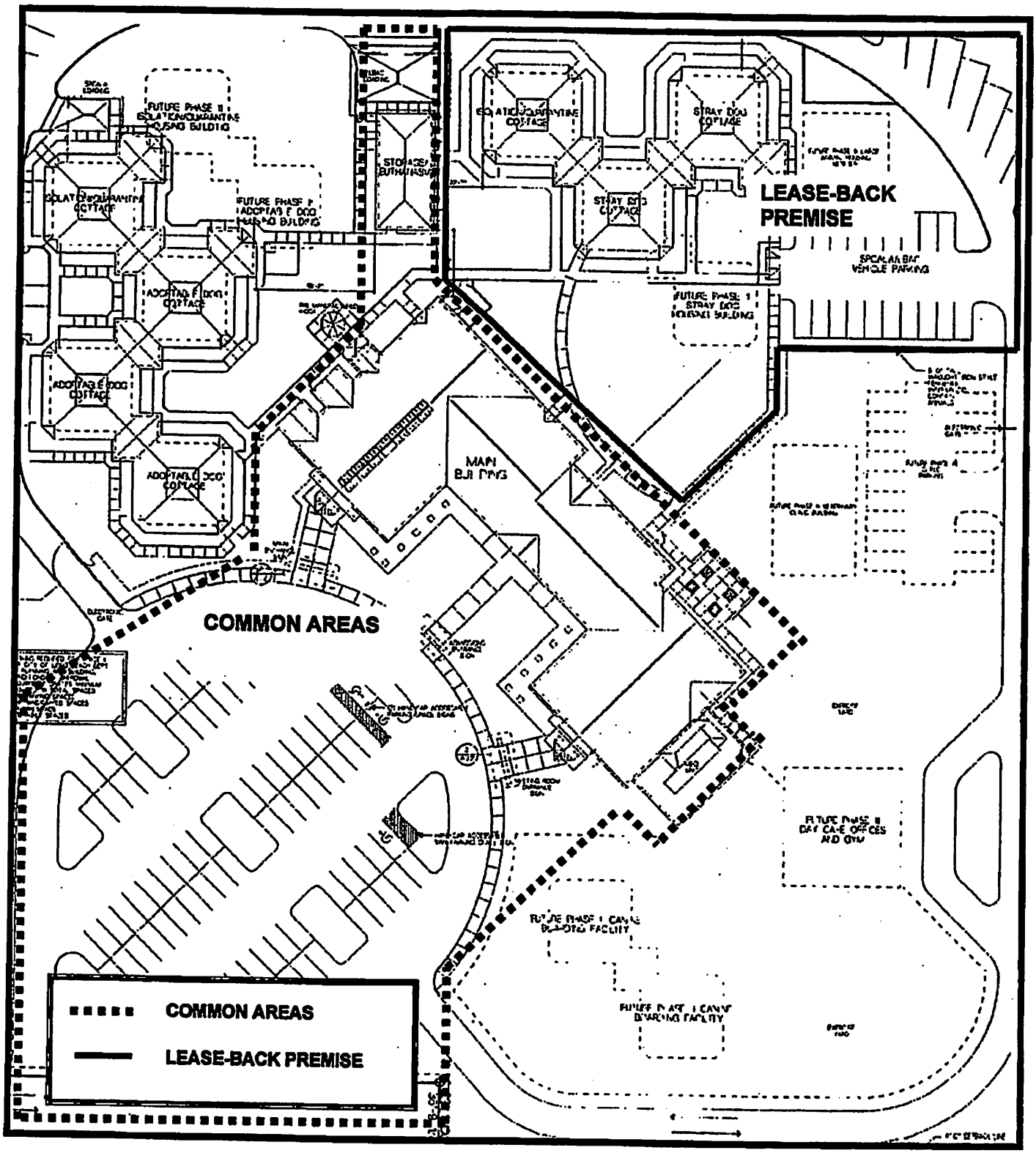
This First Amendment to Lease-Back No. 25916 is approved as to form on 10/7, 2009.

ROBERT E. SHANNON, City Attorney

By _____
Deputy

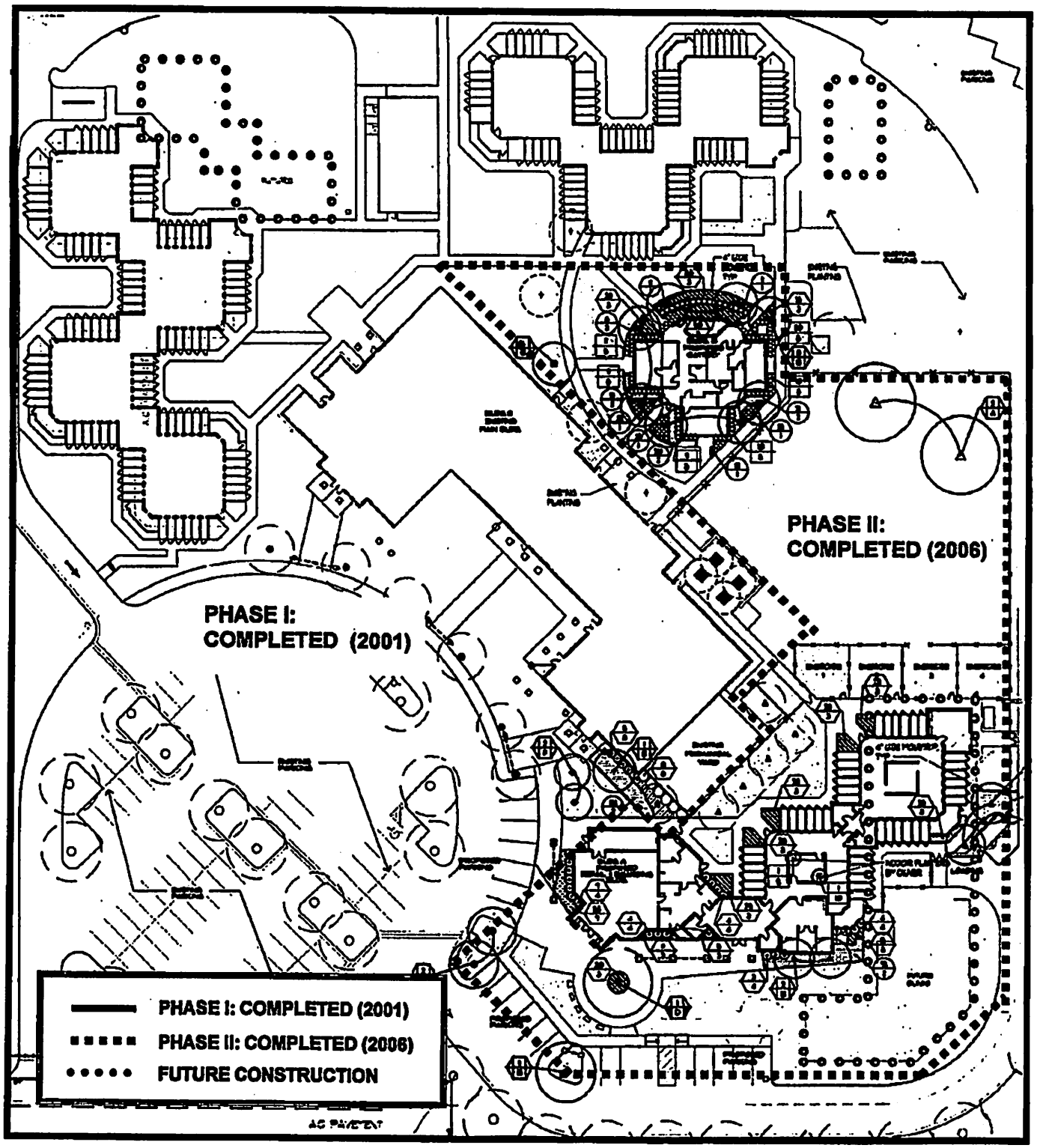
OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

EXHIBIT A: LEASE-BACK PREMISE AND COMMON AREAS
P.D. Pitchford Companion Animal Village



Drawings by: Warren Freedenfeld & Associates, 1999

EXHIBIT C: COMPLETED CONSTRUCTION ON DATE OF AMENDMENT
P.D. Pitchford Companion Animal Village



Drawings completed 2007

Attachment B

Animal Care Services Review Phase One

The City is at a critical juncture. It must determine what kind of an animal shelter it wants ACS to be and ensure the Bureau has the resources and operations necessary to provide desired services and programs.

LONG BEACH CITY AUDITOR

Independence you can rely on

December 2017

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Background

Animal Care Services (ACS) is a Bureau under the Department of Parks, Recreation and Marine and is responsible for providing sheltering and veterinary services for lost or homeless animals, pet licensing, responding to animal-related emergencies, and enforcing laws pertaining to animals and their care. For the past 16 years, ACS has partnered with the Society for the Prevention of Cruelty of Animals, Los Angeles (spcaLA) to jointly deliver adoption services to Long Beach and four contract cities: Cerritos, Seal Beach, Signal Hill, and Los Alamitos.

Objective and Scope

In January 2017, Mayor Robert Garcia requested that the City Auditor's Office (CAO) conduct an operations and management review of key Animal Care Services Bureau (ACS or Bureau) functions. As a result, the CAO has been evaluating ACS operations to determine the extent to which policies and procedures are effective when compared to industry standards and best practices. This review is comprised of two components:

1. **Phase One**: The CAO retained JVR Shelter Strategies (JVR), a management consulting firm, to review various ACS shelter operations, including animal intake processing and flow, veterinary services and care of animals, and programs designed for positive animal outcomes. JVR specializes in large open-intake municipal shelters, like ACS, and is made up of a team of experts in the animal sheltering industry. JVR's past and current clients include the City of Irvine and County of Orange. This report summarizes the Phase One review and incorporates the consultant's comprehensive, Bureau-wide list of recommendations for improvement.

2. **Phase Two**: The CAO is conducting additional work to assess ACS staffing and resources, including licensing and field services. Once Phase Two is completed, a second report will be issued discussing the Office's results and recommendations. Early indicators from the work in this phase show that staff levels in many areas of ACS operation are below industry recommended levels.

Summary

A Unique and Challenging Operating Environment

Both ACS and spcaLA are housed on the same campus at the P.D. Pitchford Companion Animal Village (Village); however, they maintain separate leadership and identities. The current agreement between the City and spcaLA is a 55-year lease-back agreement set to expire in 2053. The agreement allows ACS to lease a portion of the Village from spcaLA for daily shelter operations, with the City paying spcaLA fifty percent of the total facility operating expenses. The success of both organizations is intimately linked to one another; however, the lease-back agreement does not contain terms related to key operating functions, such as animal adoptions, for which both organizations are responsible.

ACS operates an open intake shelter, which means that no animal under its jurisdiction can be turned away, impounding approximately 8,000 live animals each year. All animals impounded are under the care of ACS until the animals are reunited with their owners or the mandatory holding period is up. At the end of that period, spcaLA has the option to select animals it wishes to assume responsibility for care and prepare them for future adoption. This informal arrangement is not covered by the lease-back agreement between ACS and spcaLA, and does not require that spcaLA take a designated number of

animals. Animals that are not selected by spcaLA remain under ACS' care; many of these animals, mainly cats and dogs, have challenging behavior or medical issues. Long Beach's co-habitation and operational arrangement with spcaLA is unique and challenging among municipal shelters.

Strong Staff Committed to Saving Lives

Based on the consultant's observations, ACS, when compared to many other open intake municipal shelters in the country who focus on animal control, is performing above average when it comes to recognizing the need for programming aimed at saving animal lives. ACS has taken progressive steps to shift existing resources and dedicate staff to working closely with rescue organizations and running various programs surrounding adoptions, animal enrichment, and behavior. Examples of these programs include trap-neuter-release and *Dogs Play For Life*, which is in its infancy. In addition, the consultant found that ACS staff in all areas of the shelter, when compared to many other municipal shelters, is highly dedicated to the welfare of the animals under its care. The emphasis on these programs, along with a staff that wants the best for every animal, is reflected in ACS' improved Live Release Rates (LRR) and impound statistics.

From 2011 to 2016, ACS has continuously shown improvements in reducing animal impounds and increasing positive outcomes (i.e. adoptions, rescues, etc.), as reflected in the table below.

Table 1
ACS Statistics[1]
2012-2016

Live Saving Statistics	2012	2016
Impounds	9,643	6,372
Euthanasia	5,075	1,662
Live Release Rates	50%	69%
Live Release Rates - Dogs	71%	85%
Live Release Rates - Cats	24%	62%

Downside of Going Beyond Capacity

While LRRs have increased over the years, this review found that ACS faces a number of challenges that impact its ability and capacity to provide animal care and continue its progress. These LRR and impound improvements have been accomplished without the addition of resources to fully support new programs. These programs have strained already limited ACS resources, spreading thin the shelter staff and other resources and affecting service effectiveness and efficiency. Based on the consultant's observations in Phase One as well as preliminary resource analysis in Phase Two, ACS has been attempting to provide service levels that are beyond what the Bureau's staffing and resources would allow, straining the Bureau's existing resources and impacting overall service effectiveness and efficiency. Generally, this means animals in a shelter could potentially suffer when a shelter tries to provide services beyond its capacity of resources.

Standard Operating Procedures Are Necessary

However, this does not necessarily mean that additional resources are the solution to all of ACS' challenges. Many recommendations in this report address the more immediate needs to standardize

[1] The Live Release Rate is the percentage of animals that come into the shelter and leave with a positive outcome, such as return to owner, adoption, or transfer to a rescue organization. These statistics were pulled from ACS press releases. The method used by ACS for calculating LRR is one that meets best practices.

shelter procedures and practices, incorporate industry standards and best practices, and ensure accountability and management controls. ACS has very limited standard operating procedures, which have resulted in inconsistent decision-making and conflicting shelter practices, as well as in changes being implemented without proper direction and explanation. The consistency and predictability that standard operating procedures can provide help make life less stressful for both staff and animals, and are integral to maintaining shelter health and wellness. Clearly defined operating procedures provide a consistent, documented standard of care that is transparent both internally and externally. ACS should be constantly striving to improve and streamline its processes and practices, and the Bureau must address many of these recommendations while making sure, moving forward, that it operates within its available resources.

Opportunity to Develop a Shared Vision and Plan

This review underscores that improvements to day-to-day shelter operations are possible and necessary. However, the success of ACS should not lie solely on the Bureau alone. Currently, there is not a clear, shared vision for the animal shelter, creating a misalignment between stakeholder expectations and ACS' capacity of care. As a result, the City is at a critical juncture with respect to animal care services. City stakeholders – elected officials, management, employees, and community – must determine what kind of an animal shelter it wants ACS to be and then ensure that the Bureau has the resources and operations necessary to provide desired services and programs to operate accordingly. Stakeholders must clarify and solidify a vision and then develop a strategic plan with goals and action steps that would allow ACS to execute that vision. This review represents an opportune time for stakeholders to deliberate critical questions surrounding the future direction of ACS:

- Where are we today?
- What are the strengths and weakness of the organization?
- Where do we want to be and how do we get there? (i.e. specific live release rate targets, reducing animal's length of stay by a specific percentage, etc.)
- Are there obstacles to reaching our goals?
- What additional resources are needed to accomplish our goals?
- Is the shelter's current capacity of care meeting the expectations of stakeholders?
- What future opportunities are there to pursue the mission?
- How can the shelter and spcaLA work together to maximize outcomes and improve operational efficiencies through a formal operating agreement?

Understanding the Recommendations

Recommendations provided in this report are broken into short-term, long-term, and best practices that should be considered:

- Short-Term – These recommendations relate to ACS' current operation as an open intake shelter and are improvements that ACS can begin to implement as soon as possible with its current resources and structure.

- Best Practices – These recommendations may not be possible in all circumstances; however, they would enhance care for animals and are ideal for a shelter to excel.

- Long-Term – These recommendations are improvements that should be based on the results of the visioning and strategic planning process for the organization and, therefore, are more likely reliant on decisions regarding service priorities and resource allocation. A degree of flexibility should be allowed when considering long-term recommendations.

Because of the breadth and depth of the consultant's recommendations, the CAO encourages the assistance of outside expertise to assist ACS with developing and implementing a formal strategic plan, as well as various standard operating procedures that can incorporate Phase One recommendations.

We thank ACS' staff for their dedication and assistance, patience and cooperation during the review process.

Observations and Recommendations

Leadership and Staff

Key Observations

In recent years, without additional resources, ACS has implemented new solutions aimed at saving more animal lives by reassigning existing staff to key live release functions, such as rescue coordination, volunteers, and enrichment. While increasing live release rates is an admirable goal and ACS has been successful at increasing these rates, making this a priority without a broader vision and plan for the organization will hinder future success. As mentioned above, the Bureau needs an updated vision, mission and strategic plan that can outline initiatives and programs, guide policies and practices, and marshal and prioritize resources.

While ACS is operating without a clear, shared vision and strategy, staff generally appeared to be very dedicated and have a wide range of expertise that can be utilized in planning for the future of ACS. However, there were several areas that lacked clearly documented policies or procedures for critical animal care activities. Where policies did exist for certain functions, at times staff completed tasks inconsistently, which demonstrates the need for additional training and accountability.

Short-Term Recommendations

Mission, Vision and Strategy	• Articulate the mission of the organization so that the lead and direct supervisors are aware of how their areas of responsibility meet this mission. This mission should also be articulated to staff so a better understanding exists on how current policies and practices meet these goals. • Work to improve clear direction and communication to staff, including regular staff meetings.
Organizational Structure	• Set clear expectations that staff should not overstep their immediate supervisors, and that the Manager reinforces the chain of command/organizational structure. • Rather than utilize the City's standard job classifications for some of the positions at ACS, develop clear, written titles and job descriptions that accurately describe the work responsibilities and expectations to hold staff accountable. Examples of positions that need aligned formal job descriptions

	include all Rehoming Team positions, some Medical Team positions, and the Animal Care Team.

Accountability and Staff Performance	• Review and update existing standard operating procedures (SOPs), as well as establish new SOPs for daily procedures. Any new procedures that are implemented should also have a matching SOP to guide staff. Hold staff accountable to these SOPs. Areas that need new SOPs or updated SOPs include:
	  ○ Daily cleaning and feeding
	  ○ Medical SOPs
	  ○ Pre-euthanasia handling/sedation
	• Create a daily walk-through process for lead or direct supervisors where they observe their teams performing various tasks.
	• Conduct annual performance reviews for all employees on a consistent basis following City guidelines and practices.

Staff Levels	• Analyze intake staffing hours and ensure that there is adequate coverage. • As indicated in ACS' improvement plan and approved in the FY 2018 budget, hire a full-time Registered Vet Tech (RVT) to conduct intake exams.

Training	• Develop standardized training that incorporates continued education and professional development for all aspects of ACS to ensure every staff member receives proper training for his/her role, including:
	  ○ Basic level of infectious disease control and common signs of illness (e.g. diarrhea, sneezing, lethargy) for all staff.
	  ○ Continue to invest in training for the medical team in areas such as shelter medicine and internal medicine for veterinarians to continually grow expertise and improve care.
	  ○ Disease recognition in exotic/small mammals for the vet tech staff.
	  ○ Animal care procedures, such as nutrition, housing environment, and sanitation.
	  ○ Proper rabbit husbandry and monitoring of medical conditions so that they are aware of signs of stress in this species since it can often be subtle.
	  ○ Euthanasia procedures as necessary, including euthanasia of exotic species.

Long-Term Recommendations

Mission, Vision and Strategy	• ACS along with City stakeholders (elected officials, management, employees, community, and spcaLA) should create a strategic plan for the organization that clearly articulates future goals and priorities of ACS, actions that each ACS unit takes to meet established goals, and required resources. This will create a unified sense of mission/goals and enable the organization to create accountability and structure around their policies and practices. The strategic planning process is lengthy and would best be conducted by a consultant to assist ACS in planning and execution. • Work with spcaLA to develop a formal operations agreement.
Staff Levels	• Determine staffing hours for daily care (feeding and cleaning) by analyzing shelter data such as daily population by month.[2] • Additional staff are needed for medical coverage and daily cleaning. • Change the night shift to an on-call basis, since this position does not seem to be an efficient or effective utilization of time. This should be long term as it will require a re-negotiation with contract cities.

[2] Phase 2 will be analyzing staffing needs for daily care and intake.

Animal Intake and Flow

Key Observations

Planning and monitoring animal flow through the shelter is essential to providing the appropriate services to support animal health and timely outcome. Currently, ACS does not systematically identify or track animal pathways through the shelter toward a particular outcome. As animals come into the shelter they are processed through a dedicated intake area near the public entrance, which has adequate supplies and equipment. In addition, ACS' intake protocol (i.e. vaccination, deworming, photo and identification) meets the industry minimum guidelines. To ensure animals move as quickly as possible to the best outcome, additional emphasis needs to be placed on creating a plan for each animal upon intake and throughout its stay at ACS.

Short-Term Recommendations

Animal Flow Through	• Strive to operate within ACS' Capacity for Care based on existing resources. • Determine roadblocks for movement to adoption, and develop strategies to address them. Key noted barriers include behavior assessment, medical exams, and delays in contacting transfers. • Create community partnerships with contracts/agreements to decrease animal length of stay to transfer. • Perform population rounds at least once a week (ideally on a daily basis) to ensure all animals have a flow-through plan, and utilize a daily shelter rounds action list. [3] • Review Length of Stay (LOS) data to all outcomes and develop solutions to decrease LOS to transfers including incentives.[4] • Make outcome decisions (i.e. transfer out or euthanasia) promptly to prevent suffering, while obeying existing laws such as the Hayden Law. • With current resources ACS should not be taking on long term medical cases. Animals with long-term medical conditions should be found a medical foster or rescue. Housing animals long-term-in a shelter (typically beyond a two-week LOS) can lead to deterioration of behavior. If medical foster or rescue cannot be located, treatment decisions should be based on the ability to safely and humanely provide relief, prognosis of recovery, likelihood of placement, duration of treatment, expense and resources available. When adequate pain relief cannot be achieved, transfer to a facility that can meet the animal's needs or humane euthanasia must be provided. • Shelter-neuter-return (SNR) eligible cats are experiencing longer lengths of stay than necessary. Create a plan for SNR cats to expedite their flow through the system, including determining eligibility, communication needs, scheduling surgery, scheduling release, and documentation.

[3] Daily Rounds: http://www.sheltermedicine.com/library/resources/daily-shelter-rounds , http://sheltermedicine.vetmed.ufl.edu/files/2012/07/Daily-Rounds-Action-List.pdf

[4] Incentives can include reduced fees when animals are picked up by a certain time, provide spay/neuter and vaccination, give a highly adoptable animal with another one that is more challenging, and recognizing the organization publicly.

Behavior	• An animal's behavior should be noted on intake and through the course of the shelter stay using terminology that describes the animal's actions.
	  ○ Veterinarians should input behavior notes within a standard medical SOAP (Subjective, Objective, Assessment, Plan) in the subjective section. Consider having the veterinarian work with the Behavior Team to determine appropriate terminology.
	  ○ Create a guideline for describing behaviors that focuses on descriptive terminology of behaviors as opposed to subjective terminology.
	• Continue to perform the current best practice of allowing friendly animals to move to the adoptions-open selection process rather than holding for a behavior evaluation.
	  ○ Both the intake exam and medical exams can often reliably demonstrate if an animal is easy to handle, particularly during basic procedures such as vaccination and physical examination. In the case of friendly animals, adding an additional behavior assessment prior to allowing public viewing may be a poor utilization of staff time and resources.
	  ○ Continue to perform the current best practice of completing quick behavior exams on the cats, rather than extensive exams when it is clear that a cat is friendly.
	• There are many behavior assessment tools available for animals but often the best test is how the animal relates in social settings, such as playgroups. Traditional assessments may not be the most reliable indicators of behavior in home environments, so modifications and variations to assessments should be considered.[5]

Holding Periods	• Continue to fast track feral cats and move them through the SNR process as quickly as possible.
Animal Status	• Clearly define each status in Chameleon (record keeping system) and create statuses for all necessary actions, such as "rescue may be needed." Clearly define when an animal's status can be changed and by whom and the expectations for each status. • Develop a system of regular animal evaluations which includes review of animal status during the daily rounds process. Chameleon can be utilized to see why an animal has been in a particular status for an extended period of time.
Intake Treatments	• Review posted/published protocols to ensure all staff have access to up-to-date information. • Vaccinate all cats greater than one pound or 4 weeks of age every 2 weeks until 20 weeks of age (similar time frame for puppies).[6]

[5] Behavior Evaluations: http://www.maddiesfund.org/behavioral-assessment-in-animal-shelters.htm and http://www.journalvetbehavior.com/article/S1558-7878(16)30069-7/pdf

[6] Aging kittens resource: http://sheltermedicine.vetmed.ufl.edu/files/2011/11/aging-kittens.pdf

	• Complete the basic intake form on intake that includes vaccine information, microchip scan, and basic behavior/medical.[7] • All animals should be vaccinated immediately on intake including those in the 101 room. • When performing intake treatments, develop a process that does not increase risk of disease spread. For example, place a new syringe on the *Strongid* dewormer bottle after use if animal contact occurs.
Scanning	• Perform a thorough scan at intake, with a separate scan performed at outcome. The second scan process does not appear to be effective utilization of time or staff resources. If a second check occurs, it should include an exam or other information that would be useful to the Medical/Behavior Team. • Track if microchips are found at outcome. The initial intake form should specify who completed the initial scan. Ensure that if a microchip is found at outcome that the intake staff member is informed and trained on how to properly scan. • Develop a clear system with written protocols for determining which staff member contacts the owner when a microchip is found.

Best Practices

Animal Flow Through	• Create a managed intake process to efficiently utilize staff (both Intake and Animal Care). Components of managed intake include:
	  ○ Appointment-based owner surrender where all owner surrenders are scheduled during set hours and based on availability of staff.
	  ○ Create a diversion program and assistance program to minimize owner surrenders.
	  ○ Offer resources to keep animals in homes, such as vaccines, food, spay/neuter, or behavior training.

Holding Periods	• Consider reducing holding times for animals with microchips so they can be quickly released. The current 14-day hold period is too long. • Consider placing adoption holds/interest on animals during stay holds. Create a true "open selection" process which would greatly reduce length of stay by assisting with the creation of a prioritized list of animals that have interest place on them (i.e. fast track). • Reconsider hold times of 72 hours on feral cats and other hold periods that lead to cats getting ill in shelter due to upper respiratory infections/stress.
Animal Intake Selection	• Consider the "vaccinate and go" policies for owner surrenders to keep animals out of the shelter when staff and resources are low. In this situation, the shelter will vaccinate the animals that return home with the owner for two weeks, prior to coming back to the shelter. This allows the vaccine time to gain effectiveness and gives the shelter time to prepare for the intake.

[7] Basic intake resources: http://sheltermedicine.vetmed.ufl.edu/files/2012/07/Cat-Intake-and-Examination-Form.pdf

	Additionally, in the event of shelter outbreaks, it protects the animal from risk of contracting disease when entering the shelter.

Long-Term Recommendations

Animal Flow Through	• Determine ACS' Capacity for Care based on current resources, staffing, space and priorities. More specifically, ACS should focus on adoption driven capacity for dogs, puppies and kittens, as well as transfer driven capacity. Use these numbers when establishing intake parameters. Knowing your current capacity for care will allow you to better understand additional resources (i.e. staffing, space, funding) needed depending on goals determined in the strategic planning process.[8] • Create a population plan for animals entering the shelter. Determine pathways for animals immediately upon intake. To be effective, the plan should include a Fast Track/Slow Track system for animals.[9]
Behavior	• ACS holds animals with challenging behavior concerns for rescue placement. Housing animals long-term in a shelter (typically beyond a two-week LOS) can lead to deterioration of behavior. To improve the likelihood of these animals being placed in a rescue or an adopter's home, a behaviorist with experience in working with these animals should be on staff or serve as a consultant to develop a program to work with these cases. This can help minimize the chances that these animals deteriorate in the shelter's care, as they await placement. Behavior modification, fosters, and socialization/playgroups are examples of other programs that should be considered concurrently while finding long-term placement. [10] During the strategic planning process, stakeholders should decide if investment in behavior modification is a future priority. Until resources are allocated for behavior modification, fosters, or socialization, placing animals with a rescue should be a focus. If placement cannot be achieved, humane euthanasia should be considered to ensure the animals do not further deteriorate. • Work with spcaLA to develop a standardized system throughout the two organizations (ACS and spcaLA) so that behavior terminology is consistent and criteria understood between the transfers.

[8] Capacity for Care: http://aspcapro.org/resource/4-guidelines-calculate-your-capacity-care
Phase 2 will be reviewing staffing and capacity for care.
[9] Flow-through planning: http://www.sheltermedicine.com/library/resources/fast-track-slow-track-flow-through-planning
[10] Behavior Modification: http://www.aspcapro.org/resource/saving-lives-adoption-programs-behavior-enrichment/behavior-modification

Animal Care

Key Observations

There were a number of positive observations related to animal housing, including the availability of feral dens for community cats, two-sided dog runs with access to the outdoors, most cat housing containing portals, and most animals having access to natural light. While the available housing generally meets the guidelines for providing animals with space that allows for an environment conducive to maintaining animal health, a more comprehensive housing plan and upgrades are needed. Currently, placement of animals is not divided by initial intake status, but rather animals are placed in any open kennel. In addition, steps need to be taken to ensure that all animals at ACS have appropriate housing as space is available. For example, not all cats were housed in cages with portals, and not all dogs were provided with a bed or soft resting place. It was also noted that housing for exotics and rabbits need improvement. These improvements should include appropriate lighting, heating, and bedding for exotics, and more appropriate cages, lighting, and accessibility for rabbits.

ACS has dedicated a part-time staff for animal enrichment activities, which includes a "Pet Literacy" program that provides reading and cage-side socialization to dogs, as well as making frozen and stuffed treats. There is space available that can potentially be used for further enrichment activities, such as numerous large play areas and a "catio." A greater emphasis has been placed on enrichment in recent years; however, there is still a need for a comprehensive enrichment program available to all cats and dogs to ensure each receives daily social contact, mental stimulation, and physical activity.

Short-Term Recommendations

Housing	• Empower kennel staff to move animals based on status changes. Currently the Medical Team moves sick animals and the Rehoming Team moves to/from adoption. • Create a housing plan to establish which animals are placed in each cottage and their general location. For example, create a map that clearly shows the location of adoptable animals, feral cats, friendly animals, kittens, owner surrenders, and those in need of transfer. Separate these animals from those undergoing medical treatment or behavior evaluation. • Increase communication between rehoming and animal care (especially regarding animal behavior) so that staff are proactively making good housing choices for animals. • Do not house animals that cannot be humanely and safely kept in the shelter. <u>Cats</u> • ACS has recognized the need for improvements to cat housing, and in late 2016 UC Davis Koret Shelter Medicine group reviewed the cat cottages and provided recommendations for improved housing. ACS has plans to implement recommendations made by UC Davis that were in line with recommendations from this review, some of which include housing cats in double-sided enclosures when feasible by converting all cat cages to having portals. This creates a separation between food, litter, and bedding. In

	addition, every attempt should be made to open the portals by utilizing more rooms rather than housing cats in single-sided housing units. [11] • Provide cats with a place to hide, either through a box or blanket covering part of the cage. • Remove carpeted items from communal space to prevent infectious disease (i.e. ringworm) spread. • Improve air ventilation in cat areas. Large fans should not be used in isolation areas where ringworm is present since this can spread ringworm spores. <u>Dogs</u> • Implement a system to ensure all dogs have a soft resting area (unless there is a medical reason; e.g., dog eats blankets).
Isolation Procedures and Facilities	• Determine general numbers of medical cases and number of housing units to set aside for animals under medical care by reviewing medical statistics. • Designate specific areas for sick animals that are separate from unvaccinated animals since these two populations should not mix. • Minimize the use of rooms without natural lighting for housing animals (medical cases in 101 room and in medical area). If animals are housed in these areas, create a plan for regularly checking in on them and ensuring that they are taken out of their enclosures.
Daily Cleaning & Feeding	• Use a check-list of items to complete and sign off for cleaning and daily feeding to ensure tasks are done consistently and meet protocols. • Establish written protocols, including feeding charts, for feeding animals which also specify which team is responsible for feeding, along with feed frequencies and amounts. These protocols should take into consideration underage and senior animals to ensure each animal has clean water and food daily.[12] • Develop new training on using *Rescue* Disinfectant.
Animal Identification and Tracking	• Create a standardized kennel card system that clearly indicates whether the animal is adoptable or not, as well as whether the animal has a medical or behavior condition, is undergoing medical treatment, and is under bite quarantine. • Require staff to place a kennel card on the cage at the time of impound. ○ When possible (if priority calls are not queuing), consider having animal control officers print cards when bringing in animals, as opposed to waiting for the night shift to complete them.

[11] Guidelines for Standards of Care on Facility http://www.sheltervet.org/assets/docs/shelter-standards-oct2011-wforward.pdf

[12] Nutrition: http://www.aspcapro.org/resource/shelter-health-animal-care-intake/good-nutrition-shelter-animals

	• Kennel card and other documentation on animals should move with the animals through the shelter stay. • Kennel cards should be removed immediately if an animal is leaving the cage and not returning (e.g., spcaLA pulls, euthanasia, adoption). • Create signs that can be hung on a cage where staff can write the reasons that the animal is not in the kennel (i.e., surgery, grooming, or meeting with potential adopters). Signs can also be used to more easily communicate common diseases or reasons for medical attention to staff and the public.
Disease Surveillance	• ACS staff uses a red card system to record animal observations and alert the medical team of an animal in need of review. Prioritization of red card cases must occur; a trained tech should review all cases daily and utilize chameleon to create priorities.
Stress Reduction and Enrichment	• In-kennel enrichment must be a priority; every animal should receive some form of daily enrichment. A reading program exists for animals that seems to be effective but could be broadened. • ACS has already begun to implement the *Dogs Playing for Life* (DPFL) enrichment program.[13] Once the program is fully implemented, the following should occur: ○ Develop a process that ensures that adoptable dogs get outdoor exercise in the play yards on a regular basis (daily as volunteers and playgroups increase, but weekly at minimum). • Create accurate and detailed logs of animal interactions. • Create a clear system of tracking which dogs are allowed to use play yards. There should be signs on cages to indicate that healthy dogs are eligible for play yards.
Exotics	• Expedite exotics being transferred out of the shelter. • Ensure that exotics are being housed with appropriate lighting, heat and bedding, and that they are being provided proper nutrition for their species.
Rabbits	• Improve housing for rabbits by obtaining better cages for the housing area that do not have wire bottoms. • The rabbit housing areas should be clearly identified and staff should monitor rabbits throughout the day.

Best Practices

Housing	• Find ways to utilize the outdoor communal space more effectively. Remove unnecessary items and storage items from this area. This area could be considered for feral cat kennels since they do better in outdoors or as an exercise area for adoptable cats. • Provide protection from rain for the outside portion of kennels.

[13] Dogs Play for Life: https://dogsplayingforlife.com/dpfl-manual/

Daily Cleaning & Feeding	• Monitor food intake over time and consider reducing overall food usage. • Consider purchasing pre-made Rescue Disinfectant in bottles and replace with squeeze tips. ○ Purchase dilution stations to refill bottles. • Discard foamers that are A through E. Purchase foamers that are color coded - one color (such as green) for 1:16 and one color (such as red) for 1:32. Use this color system throughout the shelter.
Animal Identification and Tracking	• Use a stamp or sticker to indicate status as an alternative to reprinting cards, which appears to require a significant amount of time. Stickers can also be used at the time of vaccination with a date/initial to indicate the vaccines that have been administered. • Consider placing daily care logs in binders in each room to be updated by staff and volunteers. Include information on feeding, walking, medical issues, etc.[14]
Disease surveillance	• The current red card system may not be the most efficient utilization of staff time and may lead to missed issues. Instead, create a system for the reporting of findings to vet staff (e.g., use a common clipboard and ensure that all notes are also recorded in the Chameleon system).

Long-Term Recommendations

Housing	• Discontinue random co-housing or commingling of dogs, unless they enter together, as this can cause increased stress, food guarding, poor behavior and disease spread. Focus on managed intake and capacity for care to reduce the number of animals in the shelter, which would reduce the need for this practice. • Develop a process for neonates, including feeding kittens multiple times and placing whelping boxes.
Stress Reduction and Enrichment	• Increase volunteer program to create more opportunities for animal enrichment. • Review enrichment programs and determine which programs are the best utilization of staff time and resources based on the strategic planning process.[15]

[14] Daily Care Logs:
http://s3.amazonaws.com/sheltermedicine/ckeditor_assets/attachments/312/canine_treatment_sheet.pdf
http://www.sheltermedicine.com/library/resources/instructions-for-daily-monitoring-of-animal-health-and-behavior
[15] Enrichment resource for dogs: http://bestfriends.org/resources/for-shelters-and-rescuers/enrichment-dogs-shelters

Spay/Neuter

Key Observations

Beginning in 2016, ACS implemented a return-to-field program that is designed to reduce the number of cats and kittens in the community and impounded at the shelter. The primary challenge for this program is the limited staffing available to perform surgeries, which has resulted in extended lengths of stay for cats waiting to be spayed/neutered before release. With additional staffing, along with the medical suite and surgical room, ACS will have the ability to increase its spay/neuter capacity. In addition, it was communicated that some cats were not released back to their origin since a full address was not provided.

Short-Term Recommendations

Return to Field Program	• Release all return-to-field cats back to the area where they were found. A full address is not typically required.

Long-Term Recommendations

Spay/Neuter for adoptions	• Develop a clear strategy to spay/neuter animals for adoption.
	  ○ Fast-tracked animals should be altered prior to adoption.
	  ○ Determine surgical capacity based on current numbers and future projections.

Veterinary Services

Key Observations

As previously mentioned, a new veterinary surgical suite and office area allow for more extensive medical and surgical care. However, the Medical Team is understaffed, which has resulted in a heavy reliance on contract veterinarians and technicians who may be difficult to schedule. With limited staff, the Medical Team encounters many barriers, including huge workloads, long-term medical cases and inability to keep up with rounds or input information into the Chameleon record keeping system.

Short-Term Recommendations

Rounds	• Create a rounds process that examines each animal and ensure that the staff is noting appetite, medical status, whether the animal is alert (basic BAR medical terms), etc. [16] • Rounds checklists can be created so that technicians know what systems to focus on (check eyes, movement, positioning, etc.). • Define "walk-throughs" and who does it each day for the rounds process. Clarify the process so that multiple "walk-throughs" are not conducted unnecessarily. Different Units should assist each other by sharing information regarding animals. • Evaluation meetings should continue to occur as a group with team members from appropriate divisions present.
Diagnosis and Treatment	• Monitor animals post-treatment and ensure that they are placed in a location where they can easily be observed.
Revaccination	• Establish SOP regarding timing of vaccinations.

Best Practices

Medical Record Keeping	• Consider having a designated and trained clerical staff input red card information into records to free up medical staff time. These notes serve as a medical record and demonstrate that staff are aware of issues arising.
Diagnosis and Treatment	• Consider purchasing perforated shields to be used with feral dens or a squeeze box/isolator for safer injection technique. [17]

Long-Term Recommendations

Staffing	• Hire a full-time veterinarian to serve as chief medical officer or lead veterinarian. This person should revise all protocols and create new SOPs for staff, as well as be charged with ensuring a high-level of medical care. The position would allow for effective mentoring of other medical staff.

[16] Daily Observations Sheet: http://sheltermedicine.vetmed.ufl.edu/files/2012/07/Daily-Observation-Sheet.pdf
[17] Example of perforated shields: http://www.animal-care.com/product/aces-catsmall-animal-shield/
Examples of isolator/boxes: https://www.alleycat.org/resources/traps-and-humane-animal-equipment/

	• Modify medical staffing so that contract vets and techs are less heavily relied on.

Euthanasia Procedures

Key Observations

During the consultants' observations, ACS staff were found to be compassionate when performing euthanasia, and animals were appropriately sedated. Currently, the Medical Team and Field Officers perform most of the euthanasia procedures, even though staff members from other units in the shelter are certified to perform these tasks. It may be beneficial to have other staff members perform euthanasia to relieve the Medical Team.

Short-Term Recommendations

Animal Selection for Euthanasia	• Clearly define who is responsible for euthanasia. Update SOP on euthanasia to outline which ACS unit is responsible for performing procedures and the conditions/criteria to perform euthanasia.
Pre-euthanasia Handling and Sedation	• Create and post SOPs in euthanasia room. ○ Include decision trees and drug dosage charts, so that technicians and officers can easily conduct procedures without needing to contact the veterinarian.
Confirmation of Death	• Established SOP that requires staff to check pupillary and corneal reflexes; toe withdrawal; pulse; respiration; and heartbeat by stethoscope or cardiac stick. • Review euthanasia guidelines and update them as necessary.[18] • Place stethoscope in euthanasia room.

Long-Term Recommendations

Animal Selection for Euthanasia	• Define reasons for euthanasia, including bites and history. Reasons should be reevaluated after the strategic planning process is complete to ensure they align with ACS' vision and goals.

[18] Euthanasia Guidelines: https://www.avma.org/KB/Policies/Pages/Euthanasia-Guidelines.aspx

Facilities

Key Observations

Overall, the facility meets the minimum requirements for standards of care; however, the lobby areas could be improved to provide a more welcoming environment. Currently, the lobby area can become cramped on busy days with incoming and outgoing animals being processed in the same location. It is acknowledged that it will be challenging to remedy this problem given the current space constraints.

Short-Term Recommendations

General	• Create a system to approve maintenance requests and expedite issues that need to be immediately addressed with spcaLA, who is responsible for building maintenance.

Best Practices

General	• Consider conducting a facility-needs or space-utilization assessment that analyzes and determines the best utilization of space. Some areas to consider include: ○ New options for the intake lobby that includes a warm, welcoming environment, separation of intake and outcome functions, a separate processing area to expedite rescues taking animals, and more space to improve overall functionality and public experience. ○ Relocating exotics so they are more accessible to the public. ○ Relocating rabbits to a different location or modify to be temperature controlled with better ventilation.[19] ○ Moving the small dogs from the front lobby and replacing them with cats to showcase them for adoption. That area is not ideal for dogs or puppies. A possible alternative is moving small dogs to the middle dog runs in cottage 7.

[19] Rabbit housing: http://rabbit.org/resources-for-animal-shelters-2/

Cleaning and Disinfection

Key Observations

ACS uses high quality, effective products (Accel/Rescue) to clean the dog and cat kennels, which are made of durable and easy to clean materials. Improvements are needed to ensure that proper cleaning techniques are consistently used among the staff. For example, not all cat kennels were spot cleaned and water bowls were not removed prior to cleaning dog kennels.

Short-Term Recommendations

Dog Kennel Cleaning	• Update SOP for cleaning of dog runs as well as provide staff training on SOP. • Discuss with Ogena, the manufacturer of the accelerated hydrogen peroxide product, the proper concentrations to be utilizing and how to set the nozzles appropriately. • Purchase test strips to test the effectiveness of the accelerated hydrogen peroxide product. • When cleaning dog runs, close all transfer doors with dogs on one side before cleaning opposite side. • Deep clean runs between dogs. • Thoroughly clean all drains at minimum weekly to prevent backup and reduce pests and odor.
Cat Cage Cleaning	• Institute spot cleaning for healthy adult cats which are staying in the same cage. Close cat in one section of cage by closing the portal door, spray disinfectant on rag, then clean.
Other Areas (e.g. vehicles, getting acquainted areas, outdoor areas, intake rooms, walkways)	• Drain mop bucket between uses. Create standardized instruction sheet for dilution of mop bucket disinfectant concentration. • Routinely check and fill soap dispensers. • Restock gloves regularly.
Other Objects (dishes, litter pans, carriers, toys, other)	• Instead of having staff hand wash dishes, use volunteers when available for this task or purchase an industrial dishwasher. • Remove water bowls from runs prior to cleaning them so disinfectant does not get sprayed into them.
General Cleaning	• ACS should use *Rescue* disinfectant on trucks which is more effective against pathogens than alternatives. • Label all chemicals. • Do not use bleach in areas with accelerated hydrogen peroxide. Discontinue the use of bleach buckets.

Adoptions

Key Observations

ACS takes a lot of pride in the adoptions they facilitate, and want to see as many animals adopted as possible. Adoptions observed were very positive and staff clearly went out of their way to celebrate with the family. While ACS can adopt out animals, there is confusion between the roles of spcaLA and ACS that need to be more clearly defined to allow better promotion of the ACS adoption program. ACS has been able to run adoption specials, which move animals out of the shelter environment and into homes more quickly, saving staff time and animal lives. But more flexibility is needed to fully promote these specials.

Short-Term Recommendations

Adoption Process	• Stop requiring dog-to-dog meetings and landlord checks. As practiced in *Adopters Welcome by the Humane Society,* landlord checks are a drain on time and send a message to adopters that ACS does not trust them.[20] Also, dog-to-dog meetings take time, can cause stress and do not predict success or failure in a home. Instead, offer guidance on how to successfully and gradually introduce new pets.
Adoption Promotion	• Provide ACS with the flexibility to offer discount pricing and specials to help more animals get adopted when there is a need.
Offsite Adoptions	• Increase collaboration and opportunities with offsite adoption venues, like Pet Food Express. • Increase flow to off-site venues by fast tracking animals through the process. • Prioritize animals for spay/neuter so that there is a constant flow of animals to off-site locations. • Calculate adoption driven capacity for offsite locations to best anticipate how many animals will require surgery weekly to fill off-site locations.

Best Practices

Adoption Process	• Monitor adoption statistics to see how the adoption process can be targeted to certain key areas. For example, this could involve determining which communities adopt specific breeds and target advertisements to these areas to showcase specific animals. Alternatively, this could be determining which communities do not regularly adopt and focusing campaigns on those areas. • Review and consider implementing Open Adoptions and Adopters Welcome approaches. • Consider extending adoption hours at least one evening mid-week until 7 pm.
Adoption Promotion	• To expand reach of adoption publicity, consider using a system such as *www.rescuegroups.org* to pull information on adoptable animals from the

[20] Adopters Welcome is an approach to adoptions that embraces community members, encourages them to adopt, and helps them and their pets succeed. https://www.animalsheltering.org/programs/adopters-welcome

	shelter's database and distribute to a large number of other websites that promote animals for adoptions beyond *petharbor.com*.

Long-Term Recommendations

Adoption Process	• Create clarity around the process of adoptions by clearly defining the roles of ACS and spcaLA. Part of this should include: ○ Reviewing the adoption process and fee structure, and clarifying to the public when adoptions occur through spcaLA versus ACS. Currently, there is no distinction made in fees or processes between ACS or spcaLA. ○ Establishing a standard process that allows for the shortest length-of-stay for animals. ○ Maintaining ACS' flexibility in placing animals itself if ACS can do so more quickly, rather than waiting for spcaLA to take the animals. ○ Verifying that highly adoptable kittens receive surgery as quickly as possible prior to adoption. ○ Improving advertising for cats and offer more cat-specific programs to encourage adoption.
Adoption Promotion	• After hiring the full-time marketing position that was approved in the FY18 budget, have that person focus on: ○ Updating the website regularly. Removing at-risk and red alert animals from the "available" list if they are no longer available to the public. ○ Featuring adoptable pets prominently on the website. ○ Creating a schedule that includes the updating of Shelter Me as regularly as ACS website.[21]

[21] Shelter Me is a social network for shelter pets used to increase the visibility of animals available for adoptions.

Rescue Groups

Key Observations

ACS clearly recognizes the important role rescues play and attempts to accommodate rescues. Rescue organizations working with ACS voiced concern over the processes in which they are notified of available animals in need of rescue. To ensure the relationship between the rescues and ACS is positive as they work together to remove animals from the shelter, a defined process for contacting and interacting with recues is needed.

Short-Term Recommendations

Rescue Group Relationships	• Define criteria and protocols for rescue organizations. • Define the process for notifying rescue groups of animals needing to be placed and define the roles of ACS and rescue groups in this process. • Establish clear chain of communication for rescues and keep it consistent. • Work collaboratively to set expectations for the relationship between ACS and rescues.
Animal Selection and Process for Rescue	• Develop clearly written protocols to assess animals for suitability for rescue. ○ Clarify purpose of various statuses ("red" vs "at risk," etc.) to ensure everyone involved has a clear understanding of the process and can work together collaboratively. • Inform rescue groups as soon as possible about an animal. Ideally, ACS should notify rescues before an animal is "Available" to provide time for a rescue to make arrangements. • Provide rescues with clarity surrounding the process of how animals are placed on "at risk" or "in need of rescue" lists, as well as which animals can and cannot be safety or humanely placed, and when the list is sent to the rescues. • Maintain detailed notes in Chameleon about animal transfers to rescues, and the discussions and decisions made to track the animal's history.

Best Practices

Rescue Group Relationships	• Consider discontinuing the requirement of being a 501(c)3 non-profit. • Consider a code of ethics or "ways to treat one another" agreement. • Consider regular roundtable discussions with rescues to keep communication open and continue to improve processes for all involved.
Animal Selection and Process for Rescue	• Explore if lists of animals in need of rescue can be automated through Chameleon.

Volunteers & Fosters

Key Observations

ACS has existing volunteers who are dedicated, professional, and perform at a high level. During the consultants' observations, volunteers making animal treats were very positive about their role and experience at the shelter. While ACS utilizes volunteers, a more robust volunteer program could provide needed support to almost all functions of the shelter. However, a full-time Volunteer Coordinator is needed to build a large and well-functioning volunteer program. In addition, ACS does not have an active foster program to place animals requiring longer stays in homes. Like the volunteer program, a full-time Foster Coordinator is necessary to build and maintain an effective foster program.

Best Practices

Volunteer Engagement	• Consider if there are efficiencies with combining the volunteer programs of ACS and spcaLA in some aspects. • Change the name of "rescue partners" for volunteers to eliminate confusion.

Long-Term Recommendations

Volunteers	• Hire a full-time Volunteer Coordinator to manage training and coordination of volunteer activities.
	• Once hired, the Volunteer Coordinator should work to implement the following:
	  ○ Developing the job description for volunteer "mentors" and each type of volunteer, including requirements (age, mental, physical, emotional).
	  ○ Developing and offering a "Learn about Volunteering at ACS" session for people who are interested in joining the program. This session should be no longer than an hour and include a tour of the shelter and overview of ACS, roles of volunteers and the process to become a volunteer. The session can be taught by mentors.
	  ▪ Utilize the ACS website and social media to publicize the "Learn about Volunteering at ACS."
	  ▪ Use system such as *signupgenium.com* to allow the public to register for sessions.
	  ○ Defining selection criteria and policies for the volunteer program, including reasons an existing volunteer may be removed from the program. Be clear that not all applicants who go through the training processes will be accepted in to the program.
	  ○ Developing a training platform with various levels that volunteers can progress through. Training should focus on the absolute essentials, such as doing laundry and how to report veterinary issues, quarantines, how to report an injury while volunteering, and how to work with the public.

	○ Utilizing a system like *signupgenius.com* to allow mentors to post their availability to train potential volunteers and for volunteers to sign up for training. ○ Developing a schedule to track the training of each applicant and when they have met the requirements. ○ Developing a training manual and handbook. ○ Selecting a small group of proven, motivated and positive volunteers to serve as mentors. These volunteers have shown that they have good judgement and work well with staff. • Set up a comfortable, welcoming volunteer space in a central area of the shelter with a computer for easy sign in/out.
Volunteer Engagement	• Clearly define staff roles in managing the volunteer program. • Obtain better tools, such as gentle leaders and easy walk harnesses for dogs, and provide training on these items.
Volunteer Onboarding	• Check with the City Attorney's Office to determine if LiveScans can be reserved for more advanced volunteers such as mentors.
Volunteer Identification and Tracking	• Create a system for how to determine when a volunteer should become "official." At that point, the volunteer should sign forms, including volunteer agreements and a liability release form that stays on file and entered into a volunteer database. [22] • Have a way to identify volunteers in training and official volunteers, mentors, etc. utilizing aprons or t-shirt/name badges. • Recommend requiring volunteers to sign up for a regular, weekly schedule and follow up with volunteers who do not meet their schedules. A regular schedule also helps identify holes in the program and identify recruitment needs for those specific time slots.
Fosters	• Hire a full-time Foster Coordinator to develop the foster program. Fosters are essential for increasing the overall live-release of an organization when undertaking challenging medical and behavior cases. • The Foster Coordinator would work closely with the Medical Team and Behavior Team to set up trainings for fosters including orphan kittens, medical fosters, and behavior or special-needs fosters.

[22] Volunteer management: www.animalsheltering.org/volunteermanagement

Community Outreach & Engagement

Key Observations

ACS is interested in increasing its social media presence. The FY18 budget approved the hiring of a full-time public relations (PR) position. With this new position, there are various public engagement activities that can be performed to increase awareness and outreach.

Best Practices

Communication Planning / Staffing / Website	• Once the full-time PR staff member is hired, the following areas should be considered: ○ Create a communications team. Recruit a team of skilled photographers, editors, writers, designers for this team. Many shelters utilize skilled volunteers for these roles. The PR person on staff then supervises the process. ○ Create a communications/PR plan. Develop specific goals and objectives, and metrics to measure effectiveness of PR campaign. ○ Create a process for regularly updating the ACS website, particularly the "Latest News" section of the homepage. ○ Add a section to the website for people at risk of surrendering their pets. ▪ Many pet owners would be willing to take steps to keep their pet or rehome their pet themselves if they understood how. ▪ Describe the surrender process. ○ Include alternatives pet owners can perform or execute themselves, including behavior information, finding a new home for their pet, etc. ○ Consider starting an internal Facebook group for volunteers, fosters, and staff to share photos and ideas. It is important to have someone monitor the content of the Facebook group.

Long-Term Recommendations

Communication Planning / Staffing / Website	• Continue to utilize Shelter Me, which is a volunteer based, non-profit organization that helps shelters take better, more eye-catching photos of animals for adoption to publicize them.

Fundraising

Key Observations

ACS receives donations without a significant amount of resources or formal planning, pointing to a high potential of raising additional funds if more staff resources are focused on this goal.

Best Practices

Fundraising	• Consider developing a donor database with an integrated email system. • Consider activities such as a direct mail campaign, a focused email campaign, and end-of-the-year campaign. • Consider using a new online donation system that can be promoted and maximized. In the meantime, take advantage of every opportunity to direct the public to www.longbeach.gov/acs to consider donations to programs currently maintained by ACS.

Long-Term Recommendations

Fundraising	• Create a formal fundraising development plan. • Funds could be increased with the creation of a non-profit "Friends of ACS" organization. • Create a gift acceptance policy. • Continue to maintain a relationship with Maddie's Fund for future funding. PetSmart Charities also offers grants to sheltering organizations, as do other national organizations, such as ASPCA. • Determine the most effective course of action for increasing fundraising efforts by reviewing how donations come into the organization (via website, direct mail, etc.); examining how the donations are being allocated, tracked, acknowledged, and deposited; and reviewing how funds are being utilized.

Signage & Customer Service

Key Observations

The current signage at the shelter is limited and can be confusing for the public to find the shelter or animals they are looking for. It should be noted that staff is engaged and friendly when interacting with the public and many resources are available for the public such as lists for local veterinarians, are available at the front counter.

Best Practices

Customer Service	• Improve the customer experience by having volunteers assist at the front to take visitors to animals. • Consider making a bilingual map of the campus that clearly marks areas. • Explain the importance of keeping microchips up to date to the public. Create a handout for owners to take home and review. ○ Consider moving to a “community policing” as opposed to heavy “enforcement” way of resolving issues. This engages the community and may lead to more success in resolving problems.

Long-Term Recommendations

Signage	• Improve signage in the front of the shelter and throughout the facility to clearly show people where to look for adoptable animals, stray animals, exotics and rabbits.

Management Comments

City of Long Beach
Working Together to Serve

Memorandum

Date: December 15, 2017

To: Patrick H. West, City Manager

From: Marie Knight, Director of Parks, Recreation and Marine

For: Laura L. Doud, City Auditor

Subject: Animal Care Services Review

The Department of Parks, Recreation and Marine appreciates the work of the City Auditor's Office to review the functions of our Animal Care Services Bureau (ACS) and to identify best practices for future operations. We thank them for recognizing the complexity of our operation and for partnering with a subject matter expert consultant to assist with identifying areas of success, improvements, and efficiency. We particularly want to thank Jennifer Rethwisch for her professionalism, diligence and commitment to integrity in the process while understanding our operations and basic shelter management as she worked to review and evaluate ACS.

We also greatly appreciate the invaluable input from Dr. Robertson and the JVR Shelter Strategies team, who also recognized our dedicated staff and their commitment to saving animal lives and for operating efficiently. Additionally, the observations of Dr. Robertson and her team have put into perspective many of the challenges facing ACS, including how important it is that we do not operate beyond our current resources, and that, in her words, we should not be taking in critical long-term medical cases that stretch beyond our resources. Finally, I want to thank the caring, dedicated, and professional women and men of the ACS team for demonstrating they truly care about the welfare of the animals in their charge.

ACS originally started as a public safety operation with a focus on Animal Control. Through the years, due to a variety of factors such as increased needs, community requests and, in some cases, outside pressures, the operations at ACS have been expanded to include increased shelter operations such as adoptions and medical care. However, the resources provided have not kept pace with the increased need and expectations, and a formal strategic plan for this growth was not undertaken. This review recognized that (1) staff has been pressed into service beyond their means, and (2) there is a need to establish a capacity for care within our current resources, which is in the best interest of the animals in our care.

In recent years, ACS has taken the initiative to become more progressive to reduce the shelter population and euthanasia, while simultaneously increasing positive outcomes for shelter animals. In 2017, the Live Release Rate for cats and dogs combined is expected to be over 80 percent, with dogs having a live release rate over 90 percent. Recognizing that staff and budgetary resources are limited, the focus has

been on service delivery and identifying community partners to assist with these goals. We recognize this focus on saving animals has resulted in some deficiencies related to administrative oversight and policies and procedures. We also recognize that, to continue this positive direction in services, we will need additional resources. Prior to this review, during the FY 18 budget preparation process, the Department identified several additional resource needs, many of which are called out in this review, which indicates the Department was headed in the right direction. We look forward to the outcome of the Phase 2 review of our staffing and resources compared to industry standards. We have been told that the preliminary results of this review indicate what we have known for a long time, that we are below the standard staffing levels in many areas. This provides great insight into many of the short-term recommendations in the Phase 1 review.

As we would anticipate with any outside review, recommendations for improvement have been identified. We value the efficiencies we will be able to achieve through their implementation. Attached is our response to the short-term recommendations. With respect to the Best Practice recommendations, we will work with our team members in the identified areas to research the suggestions provided and will implement those that are achievable within current resources.

Regarding the long-term recommendations provided, we completely agree that a strategic planning process, one that includes appropriate stakeholders, is necessary before we can address them. It is my recommendation that the $50,000 identified in the FY 18 budget to further the recommendations from the review be used to secure the services of a consultant to begin this process.

Again, we greatly appreciate the partnership with City Auditor Laura Doud and her team, as well as the expertise of JVR Shelter Strategies, as we work towards a common goal of the best operation our ACS can achieve and positive outcomes for the animals in our care.

Should you have any questions, please feel free to contact me at 570-3170.

Attachment

cc: Tom Modica, Assistant City Manager
Kevin Jackson, Deputy City Manager
James Lam Assistant City Auditor
Stephen Scott, PRM Deputy Director

MK/vhd

PARKS, RECREATION AND MARINE RESPONSES TO SHORT-TERM RECOMMENDATIONS

Leadership and Staff

- We appreciate that the dedication, ingenuity, and resourcefulness of our staff has been recognized, as well as the difficulty we will have in increasing positive outcomes for the animals in our care without additional resources.

- We are in full agreement that a strategic planning process should be conducted that includes the appropriate stakeholders. This process can be very involved and we will be seeking funding in the FY19 budget process for a consultant to assist in this area. The Animal Care Services Bureau's current mission statement is to:

    - Serve, protect and shelter homeless companion animals
    - Place animals into humane environments
    - Promote responsible pet ownership and reduce animal overpopulation
    - Celebrate the human-animal bond

Until the strategic planning process has been completed, we will continue to operate under this mission and continue to articulate the roles and responsibilities of each staff member to successfully achieve mission.

- We have already taken steps to strengthen our organizational structure, chain of command, and the enforcement of the expectations already in place in this area and will continue working in this direction.

- Currently our job descriptions are dictated through the City's HR and Civil Services Departments. We will work with those Departments to create new specific job descriptions for those positions that are more specialized and work through the approval process for these new descriptions that includes a meet and confer process with the appropriate labor bargaining groups.

- Standard operation procedures (SOPs) do exist for many of the areas identified. However, we fully agree they need to be reviewed and updated, as well as new ones created for services and programs that have been added in recent years. We will also work to create additional opportunities for supervisory staff to observe the work of their team with clear accountability expectations.

- We continually monitor the intake process and adjust our staffing accordingly. However, with our limited resources, it is difficult to ensure there is always adequate coverage in this area. This is one of the reasons we identified the need for an additional Registered Veterinary Technician (RVT) assigned to our intake process last year during the FY 18 budget process. The recruitment for this position has already begun and, once filled, it will greatly improve our intake process.

- We spend thousands of dollars a year on training for various positions in the Bureau, however we have not had the resources to develop a comprehensive training plan for all staff (such as infectious disease control for every staff member at the center even dispatchers and clerks). We will work towards the creation of a more comprehensive plan and identify the additional resources that may be needed to accomplish this goal.

Animal Intake and Flow

- As ACS has grown both in the scope of our operation and public expectations in recent years, a formal Capacity for Care study has not been performed. This is a long-term goal identified in this review. Until a formal study has been completed, we absolutely agree we need to make all necessary adjustments to our current operations to manage our shelter within our current resources. We are also in full agreement that given our limited resources, we should not be taking on long-term medical cases. A shelter is not meant to be a place where an animal receives either long-term or critical care on a regular basis. When adequate pain relief cannot be achieved, transfer to a facility that can meet the animal's needs or humane euthanasia will be provided. We will also work to increase our already extensive network of partners in the community who may be able to take on these kinds of critical cases and who are better equipped to do so.

- During the FY18 budget process we identified a need to improve the intake of animals. We were successful in getting approval for a full-time RVT position to meet this need. The addition of this position will allow us to improve in this area and meet the recommendations related to intake process, behavioral assessments, scanning, population rounds and monitoring. In addition, there are other recommendations in this review that speak to the consideration of a managed intake process and a more robust tracking system which, upon incorporation into the shelter, will also help us improve the great work we are already doing in these areas.

- The Re-homing and Medical teams have been working collaboratively towards creating a standardized vocabulary of objective terms for describing and recording animal behavior. Staff will review the suggested information provided on the Maddie's Fund website and incorporate as appropriate into the final policies and procedures in this area. We will also work with our partners at spcaLA to see if it would be feasible to coordinate this effort and have standard language between both operations.

- We have already implemented changes to the hold times for all cats to a standard 72 hours before positive outcome can be made. However, negative outcomes will still only be considered after a six-day hold time, unless needed for humane reasons. Staff will strongly consider reducing hold times on animals with ID/microchips and any changes will be documented in our policies and procedures. In addition, the recommendations pertaining to handling long term medical cases and length of stay for SNR cats can be implemented quickly.

- We agree that the practice of holding animals with challenging behavior should be looked at thoroughly with the understanding this should be a part of the overall strategic planning process as additional resources identified in other sections of this report under long term recommendations will likely be needed.

- Some of the other recommendations in this area may be dependent on increasing staffing and we look forward to the results of the Phase 2 staffing analysis to be able to properly address them.

Animal Care

- We appreciate the acknowledgement that there were positive observations in this area as we have dedicated resources in the past year towards improvements in this area.

- We agree that the housing for cats can be improved. As indicated in the review, in 2016 we put forth a project for Measure A funding consideration. The project was designed to improve the entire cat housing building by improving the environmental conditions, the outdoor cat area and purchasing all new housing systems. In addition, we hired a consultant team from U.C. Davis to assist us in formulating our plans for this area. This project is currently underway and will address the recommendations from the UC Davis team as well as those made in this review.

- All policies and procedures for housing, care and feeding, cleaning, will be reviewed and updated to include the short-term recommendations in the review.

- We will research the various types of kennel card systems proposed and work toward implementation of a system that will serve the shelter under our current operational system.

- We agree that we can improve in the area of disease surveillance. The additional RVT position that the Department requested during the FY 18 budget process should help with intake and staff will look to create and implement new procedures in this area.

- We agree that enrichment programs are absolutely necessary and staff has been working towards improving in this area. Given our current space challenges, this year we received approval to encroach into another City Bureau's operational area and a new 4,800 square foot play yard area has been constructed and staff is currently in the process of finalizing an agreement with Dogs Playing for Life to implement play groups for dogs.

- We have already taken steps to improve the housing of the exotics. Capital improvements, installation of additional electrical outlets and capacity, and policies and procedures have been created.

- New housing systems will be purchased for the rabbit enclosure in the 1st quarter of 2018.

- It is our current practice that every dog is provided a Kundra Bed so they have a soft resting place. The recommendation for housing dogs individually in each kennel will be visited as a long-term goal after the strategic plan and space planning process. If we were to implement this recommendation immediately, it would significantly impact the number of dogs we can house at the shelter, resulting in a negative outcome for quite a few animals. Although we understand the recommendation, and agree with the overall approach, we will not be implementing it at this time.

Spay/Neuter

- We will continue to streamline our very successful return-to-field program and implement the short-term recommendations in the review.

Veterinary Services

- We agree that additional veterinary and medical staff are needed and would drastically improve the overall care that can be provided to the shelter animals. There was unfortunately not capacity in the FY 18 budget to supplement the current medical team to address the high workload and minimize our reliance on contract veterinary services.

- The medical team has been working on creating a process for daily rounds and is evaluating the most efficient method of doing so given our limited resources in this area and will have a proposal to the leadership team to review in the first quarter of 2018.

- The medical team has already created an area to monitor animals post treatment within the new medical suite.

Euthanasia Procedures

- We appreciate the recognition of the compassion with which our staff carry out this very difficult part of their roles.

- The current euthanasia policy, associated procedures, and assigned staff responsibilities will be reviewed and updated per the recommendations.

Facilities

- We agree that the space in the current lobby does not allow us the flexibility to provide separate functions. Eventually, as a long-term goal, a facility space planning assessment should be completed in the future following the strategic planning process that looks at all of the facility space and identifies the most efficient uses for all of the space the City has access to.

Cleaning and Disinfection

- We agree that all the current SOP's for cleaning and disinfection should be reviewed and updated to include the recommendations. This will include changing the current practice of completely cleaning the cat cages for those who are staying in their cage, and instituting a practice of only spot cleaning these cages.

Adoptions

- We appreciate the recognition of the pride that our team takes in the role they have in helping animals in our care find their forever home.

- We will continue to increase offsite adoption opportunities within the availability of volunteers.

- We currently cannot create a fee for any service that has not been approved in advance by the City Council. Council Resolution sets all fees for City services. We will put forth recommendations in the next fee schedule hearing to implement the ability to offer promotional adoption prices like the current offsite adoption fee.

- We will review further with our adoption team the recommendation to stop contacting landlords and in that review we will take into consideration data from past checks and, if it proves to be a non-issue in a majority of the cases, we will stop that practice. We will do the same review of our dog-to-dog meeting practice, and, if the data shows this practice demonstrates that, for a majority of these visits, there are no issues, we will also implement the recommendation to stop this practice.

- We agree that improved clarity is needed regarding the roles and processes with respect to adoptions and related to our partners at spcaLA. We will work with them to identify ways we can further enhance and clarify the adoption process. In the FY18 Budget process we also identified a need for increased marketing and social media to help us increase the positive outcomes for the animals in our care. Recently, we shifted some part-time hours from another position to accomplish some of this work. This new position has been funded, and we are in the recruitment process and once we have the full-time marketing person on board we will be able to promote our adoptions on a wider scale.

Rescue Groups

- We appreciate that our value of the role rescue groups play in our overall success has been recognized. We do agree, however, there is room for improvement in the communication and relationships with rescue groups, clearly defined roles, policies and procedures for transfers to rescues, as well as stated criteria and protocols for rescue groups who want to work with the Shelter in positive partnership to follow. We will review our current policies and procedures and revise them based on the recommendations in the review.

Volunteers & Fosters

- We appreciate that the consultant recognized we have many dedicated and professional volunteers at the shelter. Many of the recommendations in this area related to defining roles for volunteers, information session and tour, online software management system and training levels have already been implemented.

- We also recognize that having a formal volunteer program supported by a Volunteer Coordinator would allow us to enhance our services and adoptions. Increasing the volunteer program has the potential to increase enrichment programs, adoptions (offsite and at the shelter) and much more. Without the addition of a full-time staff person, this program will struggle to grow and meet its ultimate potential. There was unfortunately not capacity in the FY18 budget to add additional staffing to enhance our volunteer program. If funding becomes available in the future, we would certainly be supportive of the Long-Term recommendations outlined below. In the meantime, we will be looking for a Volunteer Coordinator and see if we can't provide some of the enhancements outlined.

- We also agree with the recommendation that a full-time staff person is needed to implement a foster program, along with some additional funds for medical needs related to this program. There was unfortunately not capacity in the FY18 budget for this enhancement. Until these resources are identified, we cannot commit to this very labor-intensive program without negatively impacting other areas of our operation.

Community Outreach and Engagement

- As discussed earlier in the report, we have received funding to hire a full-time Marketing Coordinator. That recruitment is currently underway. Although we will not have the resources to hire a full communications team as recommended, once this position has been filled, we will be able to implement some of the recommendations identified in the review.

Fundraising

- We agree that a focus should be put into fundraising and we will look to implement these recommendations, as we are able given our current resources. We will also investigate establishing a "Friends of the LBACS" in the future to assist us in this area.

Signage and Customer Service

- We agree that signage is an area where improvement is needed and will be addressing this along with the long-term space-planning goal.

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Attachment C

Animal Care Services: Phase Two

Audit found all core ACS functions understaffed, and recommends City to: a) work on possible improvements now, b) review resources and maximize revenues, and c) align them with priorities in forthcoming strategic plan.

LONG BEACH CITY AUDITOR

Independence you can rely on

August 2018

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LONG BEACH CITY AUDITOR
LAURA DOUD

Highlights: Animal Care Services Review

With an annual budget of $5 million, Animal Care Services (ACS) cares for 8,000 animals per year, providing a vital role in the community. Stakeholders agree ACS can improve its operations and services provided to animals. To make improvements now and in moving forward, ACS and the City need to take a three-prong approach to address the 186 recommendations in the City Auditor's Office two-part report.

1 Implement Standard Operating Procedures to Improve Core Functions

Animal care tasks are performed inconsistently, so ACS needs to immediately implement standard operating procedures and training in all areas, such as:

- Daily animal feeding and cleaning
- Veterinary services
- Adoption procedures

2 Develop a Shared Vision and Strategic Plan to Guide and Set Priorities

Service priorities are not aligned with stakeholders' expectations, so ACS needs to develop a shared vision and strategic plan to guide ACS and address the most critical issues affecting day-to-day operations. The strategy should address high-priority issues and long-term objectives, including:

- Operating agreement with spcaLA to define key roles, such as responsibilities in adoption programs
- Protocol to develop a plan for each animal to expedite needed services and movement through the shelter to the best outcome
- Process for working with rescue groups to more quickly identify and move animals into placement
- Enhanced foster program and robust volunteer program with dedicated coordinators in each program

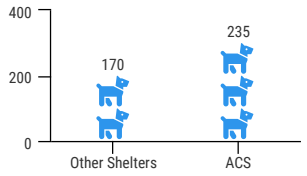
3 Review Resources and Maximize Revenue to Align with Priorities

A lack of resources, including limited staffing levels, has resulted in ACS operating beyond its capacity. Once a vision and strategy are established, the appropriate resources should be aligned with service goals and objectives. The following areas were identified to have limited staffing:

VETERINARY SERVICES

The Medical Team's staffing level cannot keep up with its significant workload.

Animals to Vet per Day



ANIMAL CARE

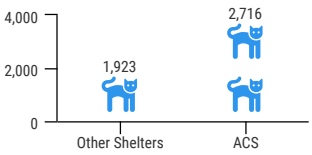
Staffing levels do not allow for minimum care requirements - including properly feeding animals and cleaning their housing - to be met.

Time Spent on Feeding and Cleaning per Animal

RE-HOMING ANIMALS

ACS has less staff for adoptions when compared to other shelters.

Animals to Adoption Staff Member per Year



ANIMAL CONTROL

Response times to high priority calls are above the 20 minute ACS goal, likely due to staffing levels and/or scheduling.

High Priority Call Response Times

VOLUNTEER PROGRAM

ACS lacks a robust volunteer program to provide needed support in almost all shelter functions.

Volunteer Hours Logged in 2016

Ineffective management of revenue generating operations has resulted in less funding for shelter functions. Decisions should be made on how to best maximize revenue to meet goals and objectives.

CITATIONS

Limited collection efforts of outstanding citations issued by ACS resulted in almost **$1 million** in uncollected fines since 2009.

ANIMAL LICENSES

Even though ACS had a license compliance rate comparable to other shelters, an increase of 8% could generate an additional **$262,000** each year.

CONTRACT RATES

Outdated contract rates did not allow ACS to recover costs for animal care services provided to neighboring cities.

ACS Management's Response

Management has taken steps to address the 186 recommendations from both Phase 1 and **2**. A one-time allocation of $50,000 was approved by the City Council to assist with addressing the recommendations. ACS will be using these funds to hire a consultant to work with the ACS staff, the newly formed Mayor's Shelter Task Force, and other key stakeholders to create a vision and strategic plan.

For the full report, please visit: CityAuditorLauraDoud.com
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Executive Summary

Background

ACS impounds approximately 8,000 live animals each year with a budget of $5 million.

The Animal Care Services Bureau (ACS), under the Department of Parks, Recreation, and Marine (PRM), provides animal sheltering, pet licensing, and law enforcement field services throughout Long Beach and four surrounding cities: Cerritos, Seal Beach, Los Alamitos and Signal Hill.

ACS is an open intake shelter, as no animals under its jurisdiction can be turned away. The shelter impounds approximately 8,000 live animals each year. For fiscal year 2018 (FY18), ACS has an operating budget of approximately $5 million, which includes funding for a staff of 51.2 full-time equivalents (FTEs).

The City Auditor's Office (CAO) completed a two-part review of ACS at the request of Mayor Robert Garcia. The review was centered around ACS operations and the extent to which policies and procedures are effective when compared to industry standards and best practices.

Phase One

Phase One identified limited capacity, conflicting shelter practices, limited standard operating procedures, and the need for strategic planning.

For the Phase One Review, the CAO hired JVR Shelter Strategies (JVR), an animal shelter management consulting firm, to review shelter operations, including animal intake, veterinary services, and programs designed for positive animal outcomes. The Phase One report was released in December 2017 and included 173 wide-ranging, comprehensive recommendations on day-to-day shelter operations and management, as well as long-term planning strategies.

A key overarching recommendation of Phase One is the need for ACS to develop a clear, shared vision and strategic plan. JVR concluded that stakeholder expectations and ACS' capacity are not aligned. ACS attempts to provide service levels beyond what staffing and resources would allow, affecting the overall quality and effectiveness of services.

In addition, JVR found that ACS had limited standard operating procedures, leading to inconsistent decision-making and conflicting shelter practices. The consultant concluded that a cohesive management approach is needed. Phase One recommendations resulted in the establishment of the Mayor's Shelter Task Force, and a one-time allocation of $50,000 to assist with addressing the recommendations.

Phase Two

Completed by the CAO, the Phase Two Audit focused on ACS staffing levels and included an assessment of key revenue generating operations. As part of Phase Two, to identify standards and best practices, the CAO conducted a benchmark analysis comparing ACS to seven municipal animal shelters. Phase Two confirmed that ACS, when compared to industry standards and/or other

Phase Two confirmed ACS is understaffed. Once a vision and strategy are established, the appropriate staffing and resources should be aligned with service goals and objectives.

municipal shelters, is understaffed in certain core functions involving basic animal care, veterinary care, public safety, and programs aimed at moving animals out of the shelter, like adoptions and rescue placements. Inadequate staffing resources at ACS have likely grown over time, as ACS shifted away from providing primarily "animal control" services to expanding "life-saving" programs but with minimal funding for additional staff resources to support this expansion. Once a vision and strategy are established, the appropriate resources should be aligned with service goals, priorities and objectives.

Phase Two also found that more effective management of revenue-generating operations could allow for much needed additional funding, and that low morale among staff is potentially impacting organizational goals. By taking different approaches, ACS could maximize licensing and citations revenues, as well as recover costs for services provided to neighboring cities. In addition, to augment existing shelter funding, PRM management should also seek alternative approaches to maximize and utilize new resources and outside support.

ACS should seek alternative approaches to identify new resources and support.

Both phases of the review underscored the need for ACS to immediately implement many of Phase One's short-term recommendations. These recommendations would improve shelter management and operations, regardless of whether additional resources are provided. The City's budget forecasts for the coming years project deficits requiring Citywide budgetary cuts, including to PRM, in which ACS is housed. Many of the recommendations provided in both reports are not dependent on additional funding or staffing resources.

In conclusion, to ensure animals receive the proper level of care and to increase live release rates, PRM Management must streamline processes and implement industry standards and best practices as recommended in both phases of this review. Implementing these comprehensive audit recommendations could address many of the issues and concerns raised by ACS personnel that have affected low employee morale and job dissatisfaction.

We want to thank the ACS staff for their assistance, patience, and cooperation during this audit.

Issues & Recommendations

To gain an understanding of how ACS compares to other municipal shelters, we assessed several key statistics summarized in Figure 1 below. ACS has made noteworthy strides in the past five years in improving live-release rates. However, when compared to eight other municipal shelters, ACS is slightly below average for live animal outcomes, with a live-release rate of 72%, compared to the benchmark average of 75%.

Figure 1.
Municipal Animal Shelter Comparison
2016

City	Service Area in Square Miles	Human Population	Budget	% of Budget Spent on Personnel *	Budgeted Full-Time Positions**	Live Animal Intake (Dogs & Cats)	Live Release Rates (Dogs & Cats) ***
Rancho Cucamonga	39.9	176,534	$ 3,038,880	83%	29.37	4,322	91%
San Francisco	46.9	870,887	$ 6,461,497	79%	*not published*	4,824	90%
San Jose	224.8	1,224,883	$ 7,664,063	*not published*	68.7	16,649	85%
Denver	153.0	693,060	$ 3,936,655	87%	51.33	6,505	80%
Sacramento	97.9	495,234	$ 4,026,969	*not published*	42	10,939	79%
Long Beach	76.6	568,410	$ 4,653,556	75%	50.38	6,372	72%
Orange County	249.8	1,644,749	*not published*	*not published*	*not published*	17,945	68%
Los Angeles County	4057.9	10,163,507	$ 47,770,000	73%	*not published*	57,578	57%
SEAACA	92.8	835,419	*not published*	*not published*	*not published*	14,459	46%

**Auditor projection*
*** Converted part-time positions to a full-time equivalent*
****ACS calculates LRR by dividing the number of animals leaving the shelter alive, by the number of animals received in a given year. We used this formula for the agencies listed above, however published numbers may differ due to some organizations excluding animals, such as owner requested euthanasia, in their calculation.*

It should be acknowledged that this benchmarking comparison has its limitations, as there can be wide variation among these municipal agencies with respect to the services provided, staffing and management approaches, as well as budget allocations. Shelters could service animal and human populations with different needs; enforce different, city-specific animal related laws; incur different shelter maintenance costs; and perform tasks that other shelters do not, such as answering citizen calls for service in-house, rather than outsourcing that duty to another department.

The analysis in this report can provide ACS and City management with information to support future strategic planning processes and decision-making surrounding resource allocations and programmatic priorities.

Shelter Staffing Shortages

More recently, ACS has shifted its model from providing animal control services as it was originally established, to providing animal care and placing greater emphasis on life-saving programs. As a result, programming has expanded to provide these services, yet minimal funding for additional staff has been added, leading to inevitable challenges for ACS. Based on a staffing analysis of core shelter functions, at a minimum 12 additional staff are needed in various shelter roles.

Due to current Citywide budget constraints, it is unlikely that ACS will be able to hire the additional staff to fill the shortages highlighted in this report. First, the City needs to consider shifting ACS resources to meet new priorities as determined by the planned strategic planning process.

Secondly, the City should commit to building a robust volunteer program that could help augment current staff and alleviate staffing shortages, while fostering a stronger, collaborative relationship with the community.

Finding #1 ***The Volunteer Program is not maximized to assist ACS service delivery.***

A well-established volunteer program can effectively integrate and utilize volunteers in core ACS functions to help augment existing ACS personnel and allow them to focus on higher-order tasks. Experts have found that an organization is more likely to secure higher levels of volunteer engagement when the volunteer program is well-managed, and when volunteers are provided with opportunities to assume meaningful responsibilities and to make valuable contributions.

Compared to peer shelters, ACS had the least number of volunteer hours, almost three times less than the median.

Currently, the ACS volunteer program is not effective in maximizing the volunteer potential of Long Beach residents to provide needed support in the care of animals. Figure 2 shows that ACS, when compared to six peer shelters, ranks last in the use of volunteers.[1]

Figure 2.
Volunteer Hours Comparison
2016

Shelter	Volunteer Hours Worked	Full Time Employee Equivalent of Volunteer Hours
Sacramento	97,147	46.7
San Francisco	27,241	13.1
San Jose	19,200	9.2
Denver	16,025	7.7
Rancho Cucamonga	12,000	5.8
Riverside: San Jacinto	7,470	3.6
Long Beach	6,094	2.9

ACS volunteer logs indicated that 2016 total ACS volunteer hours were 6,094, almost 16 times fewer than Sacramento's total volunteer hours (97,147). If these volunteer hours were converted to employee hours, this comparison is equivalent to ACS and Sacramento having 2.9 FTEs and 46.7 FTEs, respectively. While not included in the volunteer hours shown above, it was observed that the Society for the Prevention and Cruelty of Animals' (spcaLA) volunteers assist with some ACS duties, particularly showing adoptable ACS animals.

Currently, there is only one part-time staff member dedicated to managing the ACS volunteer program. The Phase One report concluded that a full-time Volunteer Coordinator is needed to effectively develop and coordinate a large, well-functioning program. Shelters that reported having one or more full-time staff members dedicated to their volunteer programs also had higher levels of volunteer engagement.

ACS' limited use of volunteers can partially be attributed to limited staffing to run the program, but lack of structure and volunteer requirements are likely

[1] San Diego Central Shelter did not provide information related to volunteer hours.

contributing factors. Currently, ACS does not schedule volunteers according to designated shifts or require minimum volunteer hours. ACS also limits the volunteers' roles primarily to cleaning, socializing, and occasionally helping with off-site events.

According to our review of best practices, volunteers should not be limited to assisting with minor duties, but rather used in all functions that are legally allowed. The benchmarked shelters provided more opportunities for volunteers and better structure around the volunteer program. Examples include:

- San Francisco requires volunteers to commit to a minimum two-hour shift per week for at least six months. Volunteers work in almost any role in the shelter including administrative duties (filing, organizing supplies, data entry, etc.), and veterinary support (holding animals during procedures, medicating animals, and helping with general duties).

- San Jose requires a minimum commitment of three hours per week for at least four months. Like San Francisco, volunteers are assigned to various roles, such as assisting with license administration (opening mail, filing, and data entry) and veterinary clinic administrative and assistant duties (cleaning and prepping instruments, assisting pre-and post-surgery, and restocking).

Recommendations:

1.1 Phase One provided many recommendations regarding the development of a volunteer program, some of which include dedicating one full-time employee to volunteer program management, recruitment and training.

Finding #2 ***There are not enough Animal Care Attendants to meet the minimum care requirements needed to properly feed the animals or clean their housing.***

The National Animal Care and Control Association (NACA) and the Humane Society of the United States (HSUS) recommend a minimum of 15 minutes of care time per day for feeding and cleaning each animal housed in a shelter.[2] Based on this requirement, ACS is understaffed by 58%, making it difficult for staff to meet the 15 minutes of recommended care.

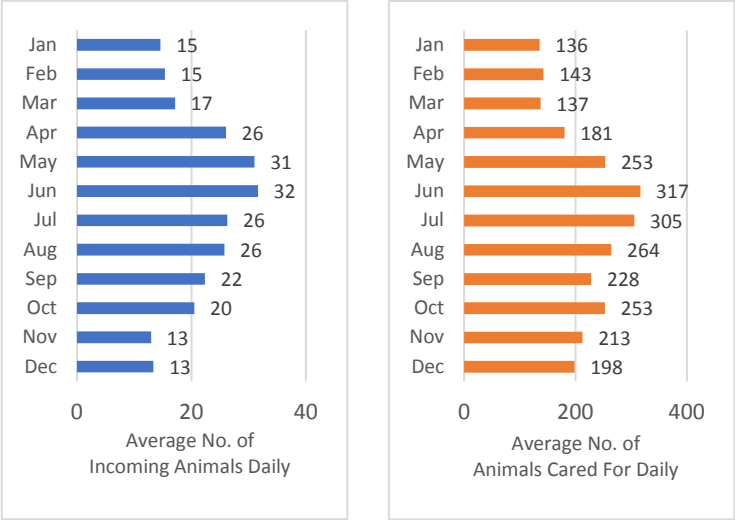
ACS Animal Care Attendants (ACA) are responsible for the daily care and processing of animals upon intake. These duties consist of cleaning kennels, providing the animals with bedding, food and water, and performing intake duties such as deworming, administering vaccinations, entering information in the Chameleon system[3], and placing animals in a kennel. At the time of the audit, the Animal Care team was made up of two full-time and six part-time ACA positions.

As shown in Figure 3, the number of animals coming into and staying at the shelter can fluctuate throughout the year. In calendar year (CY) 2016, daily averages show

[2] NACA and HSUS' 15 mins. of minimum care is based on 9 mins. for cleaning and 6 mins. for feeding per animal.
[3] Chameleon is an integrated shelter case management system that provides shelter management, licensing, field operations, cashiering, and veterinary record keeping.

ACS experienced the highest levels of daily intake between the months of April and August, and anywhere between 136 to 317 animals in the shelter at any given time.

Figure 3.
Daily Average Animal Intake & Population
CY 2016



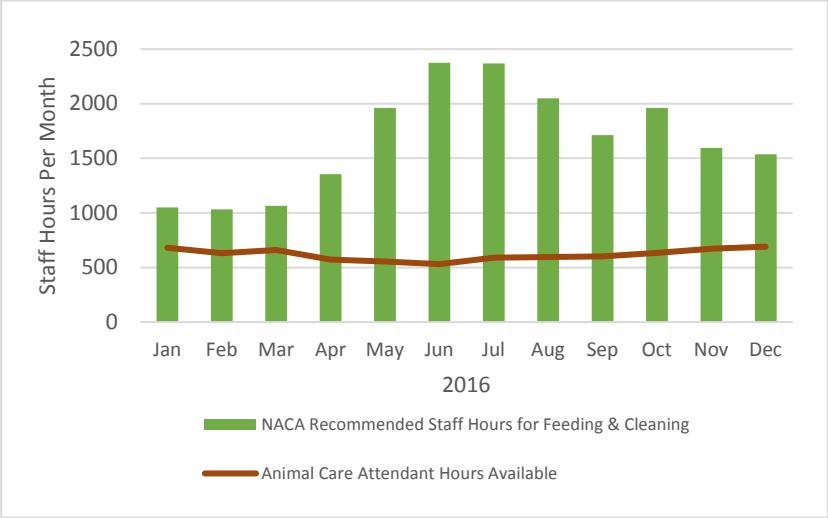
To provide the recommended level of care, an additional eight full-time Animal Care Attendants are needed.

After deducting the time reserved to perform intake duties, we estimated that with current staffing levels, animals are receiving approximately 6 minutes of care on average per day throughout the year. When the daily population of animals exceeds a shelter staff's ability to provide care, service ineffectiveness and problems are inevitable. Lapses in care can have adverse effects on the health and well-being of animals, increase the risk of disease, and add considerable stress on shelter staff.

An additional eight full-time ACAs (or 12 part-time) are needed to provide the recommended 15 minutes of care. [4] Staffing should be coordinated and deployed to reflect service needs throughout the year (as shown in Figure 3) to make the most effective use of available staff time and resources. The difference in recommended care time and the ACS staffing time provided is shown in Figure 4.

[4] The use of volunteers was not included in this analysis. While volunteers may assist with these duties, they are not formally scheduled and staff indicated that volunteers cannot be relied on to perform these tasks daily. Factoring in the use of volunteers would increase the care time provided to animals.

Figure 4.
NACA Recommended Time to Care for Animals
Compared with Staff Time Available



Finding #3 ***There are not enough Animal Control Officers to meet basic coverage requirements.***

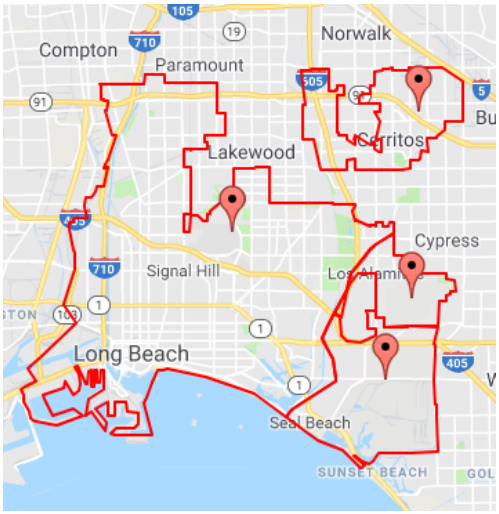
An additional 4.1 full-time Animal Control Officers are needed to ensure coverage of at least one officer per shift, per service beat.

Animal Control Officers (ACO) are responsible for enforcing City ordinances and state laws that apply to animals, retrieving and transporting stray, sick, injured and deceased animals, and responding to citizen calls related to animal concerns or complaints. Although there is not a universally-accepted method for determining the number of ACOs needed in any given jurisdiction, NACA provides a model that is commonly used. The model provides a method for calculating staffing needs to ensure constant coverage for each desired officer positon. Based on NACA's field officer staffing model, an additional 4.1 full-time ACOs are needed to have an adequate number of staff to provide full patrol coverage.[5]

Field services are provided by ACOs 24 hours per day, seven days per week, throughout Long Beach, Cerritos, Seal Beach, Los Alamitos, and Signal Hill. The service area, shown in Figure 5, is divided into five "beats." Ideally, ACS would like to schedule at least one ACO per beat per work shift: morning, afternoon, and graveyard. During the audit, ACS had 11 full-time and two part-time ACO positions.

[5] This does not include coverage of the graveyard shift. An additional 1.6 officer would be needed to cover the graveyard shift every day of the year. ACS Management has indicated it would like to move to an "on-call" shift instead of staffing a full-time officer from the hours of 11:00 pm-7:30 am.

Figure 5.
ACS Field Service Area
(76.55 square miles)



In our assessment of a two-week schedule, we noted the following deficiencies related to coverage of services areas:

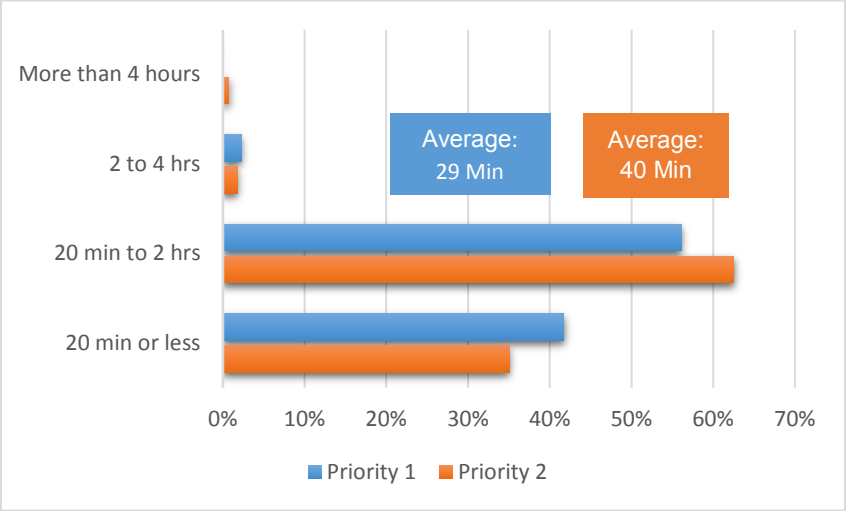
- One ACO covers two beats – East Long Beach and Cerritos, Los Alamitos, and Seal Beach – on Saturday and Sunday mornings.
- North and West Long Beach beats are covered by one ACO on Monday and Tuesday afternoons.
- No ACO is assigned to South Long Beach on Mondays and Fridays.

Responding to Citizen Calls for Service

When citizen calls for service are received by ACS, they are input into the Chameleon system and classified as one of six priority levels. Each priority level has a Bureau-set time goal for an ACO to respond to the scene of the call. Priority 1 ("human at risk") and Priority 2 ("animal at risk") calls are the most critical, and have a 20-minute response time goal. The audit's assessment of available call data shows that understaffing may be attributing to delays in responding to citizen calls for service.

As shown in Figure 6, ACS does not always meet response time goals, as the response times for 58% of Priority 1 and 65% of Priority 2 calls were above the ACS 20-minute threshold (average response times were 29 minutes and 40 minutes respectively). Delayed response to calls may increase the likelihood of human or animal-related emergencies that are hazardous to citizens or to other animals.

Figure 6.
Priority 1 and 2 Response Times for Citizen Calls for Service
CY 2016



Note: We relied on Chameleon reports to calculate response times, however it should be noted we identified data entry errors and adjusted them where possible for our calculations.

We could not identify any industry standard for an appropriate response time goal or threshold. Assuming the response time goals set by ACS are reasonable and the process for responding to calls is efficient, these results demonstrate a lack of adequate staffing, based on the volume of work, to meet the ACS expectation.

Finding #4 ***ACS is below the peer average for veterinary staff per animal.***

We were unable to identify an industry standard staffing model used to assess veterinary shelter staffing levels, mainly because of the varying onsite services offered at shelters. However, the *Guidelines for Standards of Care in Animal Shelters* by the Association of Shelter Veterinarians states that "adequate staffing must be available to ensure that each critical point of service (e.g. vaccination or medical evaluation, spay/neuter surgery, or a physical move to adoption) is delivered promptly. Delays resulting in even one or two additional days of care may result in crowding and poor animal welfare in facilities that operate near maximum capacity."

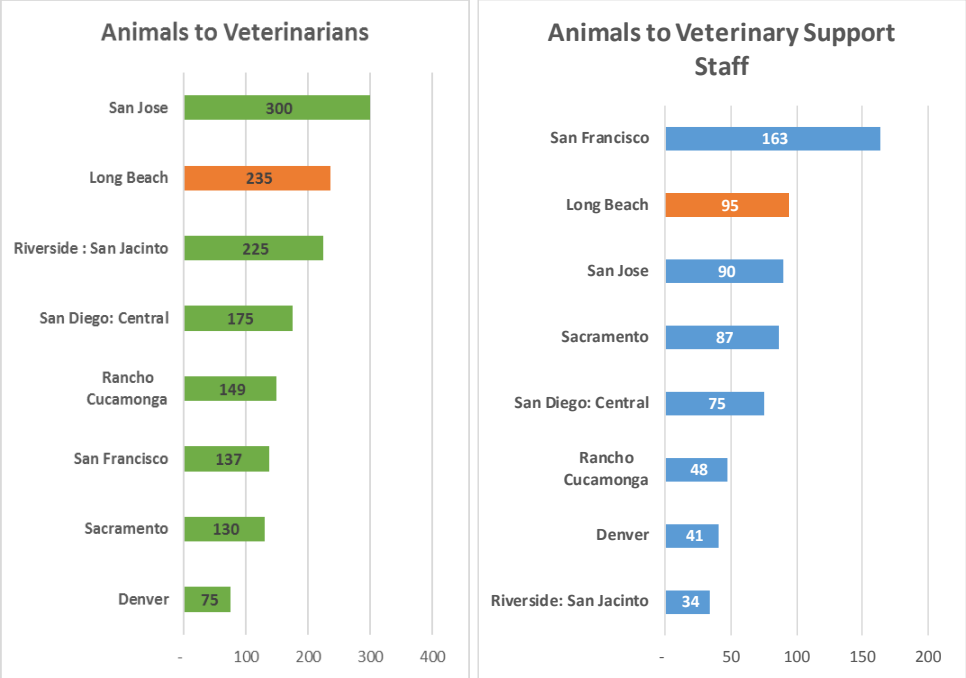
ACS has fewer veterinary staff per animal population compared to other shelters, with each FTE vet position responsible for 235 animals per day.

ACS maintains on-site veterinary services with a Medical Team made up of two part-time veterinaries, two full-time registered veterinary technicians, and two part-time veterinary technician assistants. The Team is responsible for veterinary care at the shelter, including examination and triage of sick and injured animals, surgeries, vaccinations, administration of medication, and administrative duties.

A benchmark survey of seven peer shelters provided best practices and insight into appropriate or comparable staffing levels. As shown in Figure 7, benchmark results found that ACS has one of the higher ratios of animals to medical staff when

compared to peer shelters. [6] This suggests that ACS has a smaller veterinary staff than most peer shelters when compared to each shelter's daily animal population.

Figure 7.
Veterinary Staff Comparison with Peer Shelters:
Daily Animal Population Per Full Time Employee



The Medical Team stated that it is understaffed and faces daily challenges. For example, the Team claimed it can schedule only three surgeries per day to allow time for other duties. The Team also indicated that, at times, it is unable to complete daily rounds in which every animal is assessed by trained staff. ACS veterinarians recommended that ACS should have a full-time surgical team led by one veterinarian who can exclusively perform spay-and-neuter and other surgeries, and another veterinary team dedicated to the regular care and monitoring of animals.

Finding #5 ***ACS is below the peer average for staff dedicated to life-saving programs.***

Compared to peers, ACS has fewer staff for programs placing animals in homes or with a rescue, with each FTE handling 2,716 animals each year.

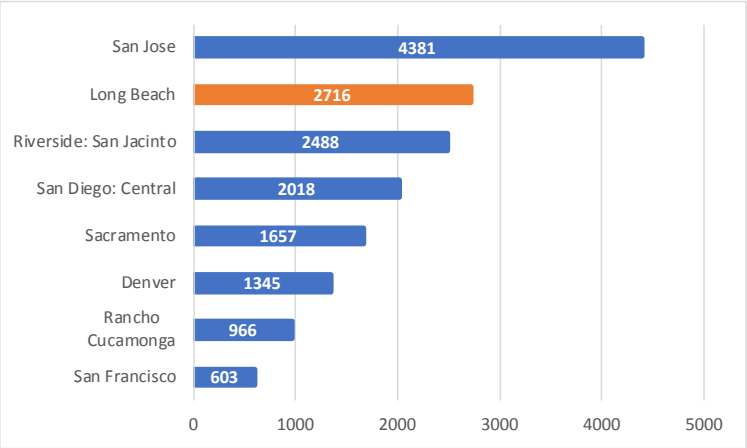
ACS' Rehoming Team is responsible for coordinating adoptions, rescue and foster care, behavioral treatment, and animal enrichment – all considered life-saving functions. Another function of the re-homing team is coordinating the volunteer program which we analyzed separately from these core life-saving duties. The Team is currently comprised of one full-time and three part-time staff members.

Like the Medical Team staffing analysis, we compared ACS staffing for re-homing functions to the same seven peer shelters. As shown in Figure 8 below, benchmark results found that ACS has the 2nd highest ratio of incoming animals to rehoming

[6] ACS and cities benchmarked use contract veterinarians and support staff to supplement staffing. For the purpose of this analysis only employees of each respective shelter were compared and part-time employees were converted to a full-time equivalent.

staff, suggesting that ACS has fewer staff than peer shelters for functions related to re-homing and rehabilitation of animals. While the San Jose shelter has a larger animal to staff ratio, it also has over three times the volunteers (as shown previously in Figure 2) that could be assisting paid staff with rehoming efforts.

Figure 8.
ACS Rehoming Team Staff Comparison with Peer Shelters:
Annual Animal Intake Per Staff



Currently, ACS does not have a foster program and, based on the consultant's recommendations from Phase 1, it is likely unfeasible to run a full-functioning foster program at current staff levels.

When staff dedicated to key life-saving functions is limited, it hinders a shelter's ability to find homes for animals in a timely manner or divert them out of the shelter. As the *Guidelines for Standards of Care in Animal Shelters* states, delays in behavioral evaluations, transfer to rescue, or movement to adoptions can have a detrimental effect on an animal's health. Increasing the time animals spend waiting in the shelter contributes to further crowding, exposure to disease, elevated levels of stress, and reduced welfare.

Staffing Recommendations:

Given our findings in this area, we are calling attention to these specific recommendations from Phase One:

2.1 City stakeholders must determine what kind of shelter it wants ACS to be and then ensure the Bureau has the resources and/or operations necessary to produce desired outcomes. This includes not only reviewing and increasing staffing levels accordingly, but also operating according to sound business practices.

2.2 Implement pathway planning and developing relationships with medical foster groups to move animals out of the shelter as quickly as possible.

New Phase Two recommendation:

2.3 Analyze Chameleon calls for service data by day, time of day and beat, and compare it to the current beat "patrol" structure and ACO scheduling. Beats and scheduling should be aligned with call volume and time to ensure optimal coverage and better response times.

Organizational Culture

During the preliminary stages of the audit, the CAO audit team noted that ACS employee morale appeared to be low and, therefore, our Office conducted an employee satisfaction survey to verify our observation and to glean any insight for our audit.

Finding #6 ***ACS staff morale is low, as employees cited overall job dissatisfaction, poor communication, and insufficient time and resources.***

In a recent survey, nearly three of five ACS employees indicated they were dissatisfied with their jobs.

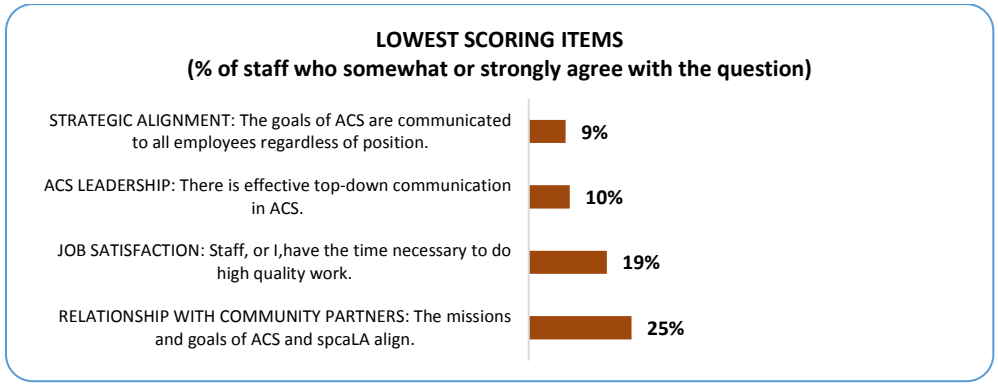
Out of 58 ACS employees, nearly four out of five (78%) responded to the survey comprised of 83 questions that measured employee perceptions and satisfaction across four key categories. Figure 9 indicates low staff morale among ACS personnel, as 58% of respondents were dissatisfied with their jobs.

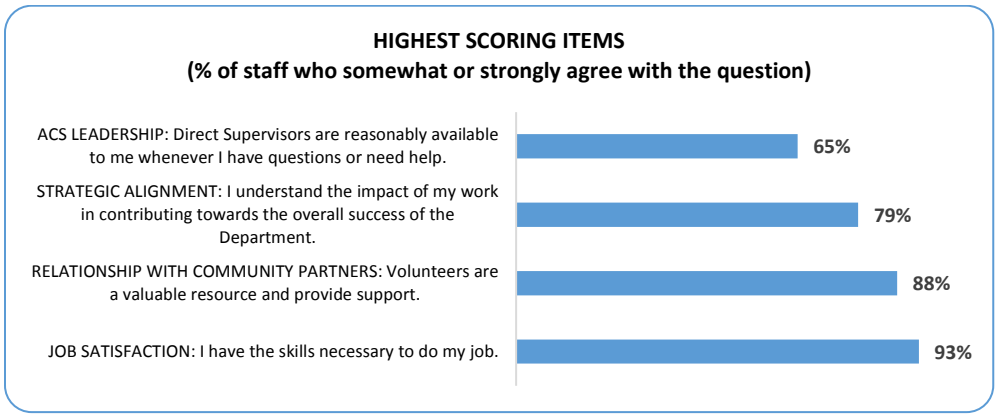
Figure 9.
ACS Employee Job Satisfaction Survey Results

Employees cited poor communication, feelings of being overworked and treated unfairly, and a lack of buy-in with overall shelter goals and vision. Low morale can impact organizational goals, result in low productivity, and increase employee turnover, which can be alarming given that the animal sheltering environment inherently carries a high risk of employee burnout.

Figure 10 on the next page shows the highest and lowest scoring questions for each category surveyed.

Figure 10.
Examples of High and Low Scoring Employee Survey Responses





Recommendations:

3.1 Examine the current culture at ACS and determine the areas in greatest need of improvement to increase employee morale. Focus on finding ways to increase employee satisfaction and engagement such as: recognition programs, advanced training, and providing quality feedback.

3.2 Implement Phase One recommendations to develop a strategic plan that can provide a clear vision and direction for the organization, and to establish standard operating procedures to guide day-to-day operations and management.

Other Areas Reviewed

Supplementing the review completed by the consultant in Phase One and our assessment of staffing levels in Phase Two, we assessed key ACS revenue sources to identify areas for improvement. Overall, it was determined that better management oversight is needed to maximize license and citations revenues, as well as to recover the costs for services provided to neighboring cities.

Finding #7 ***ACS is not fully recovering the cost for services that it provides to neighboring contract cities.***

For the past 25 years, ACS has provided various services, including sheltering, impounding, and responding to calls for service to the cities of Cerritos, Los Alamitos, Seal Beach, and Signal Hill. Annual contracts with these cities establish parameters surrounding the services ACS provides and a compensation schedule based on a "Total Cost Allocation Model", which allows the cities to pay their respective share of ACS' total budget. Figure 11 shows the FY 2017 contract amounts for each City totaling $644,578, as well as the percentage of services ACS provides to each when compared to ACS total volume of work.

Figure 11.
FY17 Contract City Values

City	Contract Value	% of Services
Cerritos	$ 319,806	9.2%
Los Alamitos	$ 88,464	2.4%
Seal Beach	$ 158,190	4.4%
Signal Hill	$ 78,118	2.3%

An additional $70,000 annually could be paid by contract cities to allow ACS to fully recover cost of services provided.

To review ACS' cost allocation model, we asked management to provide supporting documentation for current contract values. Management provided the spreadsheet used to calculate contract values, but could not provide the Chameleon reports to support the allocation amounts derived. Retaining documentation that supports contract values is important in case the contract is challenged in the future.

Analysis of the cost allocation model found that, at a minimum, an additional $70,000 could be recovered from these cities each year. This forfeited amount could cover the cost of at least one full-time employee. Contract values were understated because the existing cost allocation formula did not utilize proportionate share of field services, citizen calls for service response, or administrative costs. [7]

Additionally, all four contracts specify a 2% contract increase based on the Consumer Price Index that we believe is not appropriate for the nature of the services provided. To ensure that the City is not inadvertently subsidizing the services provided to the contract cities, any cost increase should be based on actual cost of services provided to the contract cities.

Recommendations:

4.1 To fully recover costs, revise the formula used to calculate contract values to include proportionate share of field services and administrative costs. Update contract service costs to reflect changes in services provided each year.

[7] ACS Management was informed of these issues during the audit and has since updated contracts with all four cities to recover costs for services provided.

4.2 Maintain documentation in a manner that supports accurate contract values.

Finding #8 ***Almost $1 million in citations have not been collected since 2009.***

Per the Long Beach Municipal Code, ACS can issue administrative citations to the public for animal-related violations including, but not limited to, expired or no pet license, dog off leash, and spay/neuter violations. Citations are considered a 'civil penalty' and the related fines are defined in the City's Fee Schedule.

Almost $1 million in animal-related citations have not been collected since 2009.

Our assessment of available citation information found that ACS had collected 13% of total outstanding citation dollars, leaving almost $938,000 in uncollected revenue since 2009.[8] This can partially be attributed to limited collection efforts performed on unpaid citations. ACS sends delinquent notices at 30, 60, 90, and 120 days past due, but does not send delinquent accounts to collections.

While the Department of Financial Management (FM) has a Billing and Collections Division that can be utilized, ACS management stated that the Bureau does not forward delinquent citations to FM due to limited staffing to gather the information FM needs to perform collection efforts. After 4 years, a citation reaches its statute of limitations and can no longer be collected. Therefore, of the $1 million in uncollected citations, only those issued after 2014 or $362,463 can still be collected.

Recommendations:

5.1 Utilize FM or an external collection agency to collect unpaid administrative citations.

5.2 Use Chameleon to monitor and track the payment of administrative citations. After implementing further collection efforts, determine if the additional revenue received offsets the cost.

Finding #9 ***The animal license compliance rate is comparable to those of benchmarked cities, but increasing the number of licensed animals would improve ACS' cost recovery.***

ACS' main revenue source is animal license fees, which totaled almost $1 million in FY17. Animal licenses are required by law for all dogs in Long Beach and contract cities, and for all cats in Long Beach. License fees are set by each jurisdiction and enforced by ACOs and License Canvassers. Licensing laws are purposed towards protecting the public's health and incentivizing responsible pet ownership.

Based on our estimate of the City's population, approximately 21% of dogs and

[8] We relied on Chameleon reports to calculate outstanding citations, however, it should be noted we identified data entry errors and adjusted them where possible for our calculation.

4% of Long Beach cats are licensed.[9] As shown in Figure 12 below, the City's pet license rate is at least comparable or slightly above peer shelters.

Figure 12.
Dog License Compliance Rate Comparison

City	Compliance Rate
San Diego: Central Shelter	29%
Long Beach	21%
Rancho Cucamonga	19%
Denver	19%
Sacramento	15%
San Jose	12%

If ACS were to increase pet license compliance to 29%, an additional $262,000 per year could be collected.

Throughout the industry, license compliance is a constant issue and it is understood that 100% compliance is unrealistic. However, if ACS were to increase compliance from 21% to 29%, an additional $262,000 in license revenues could be collected each year. Below are examples of best practice methods that ACS could employ to potentially increase license compliance rates:

- Send email notification of upcoming license renewals.
- Offer auto-renewal of license.
- Offer a pet amnesty month in which owners who license their pets are not penalized or fined.
- Require external veterinarians to submit vaccination data which can alert ACS to the need for new licenses.
- Place inserts with City utility bills to inform residents of license and vaccinations requirements.

Recommendations:

6.1 Work towards increasing the license compliance rate by at least 8% by expanding collection and public outreach efforts.

6.2 Require Long Beach veterinarians to submit vaccination information to the City monthly per the Long Beach Municipal Code.

[9] The American Veterinary Medical Foundation uses a formula to estimate the pet population in each community. This formula uses pet ownership statistics such as percentage of households owning a dog/cat, average number of dogs/cats owned per household, and the number of households in the community.

Finding #10 ***Vaccination and pet license data are not entered timely in the Chameleon system.***

The audit found six months of vaccination records from outside vets and 255 pet license payments of $7,100, were unprocessed and backlogged.

License fees are remitted to ACS through the mail or over the counter and placed in a safe until they can be processed by Bureau staff. Various staff members indicated that license paperwork is consistently backlogged for weeks or months at any given time, due to limited staffing for processing. When a visual inspection was conducted during the audit, 255 license payments received in the mail had not been deposited. These represented approximately $7,100 in unprocessed license revenue.

In addition, we observed up to six months of vaccination records received from outside veterinarians that had not been entered into the Chameleon system. Per City Administrative Regulation (AR) 21-1, all monies exceeding $100 are required to be processed within 24 hours of receipt. This has been an ongoing issue noted in CAO audits previously conducted in 2011 and 2014. Delays in processing licenses are detrimental to effective and efficient operations. Without having current data, ACS may not have current contact information for owners of lost pets or updated vaccination information.

Recommendations:

7.1 Enter license and vaccination data timely, within 48 hours, and deposit payments in adherence to AR 21.1.

7.2 As stated in Phase One, consider outsourcing the processing and collection of animal licenses.

Finding #11 ***It is unclear if the License Canvassing Program is effective.***

A component of the animal license program is door-to-door canvassing with the intended purposes of enforcing pet license laws, and verifying that vaccine requirements are met. The Canvassing Team is comprised of one full-time and six part-time staff members who are tasked with going door-to-door to locate unlicensed pets and to educate the public on the benefits of pet licensing.

Inadequate record-keeping makes it difficult to justify continuation of ACS license canvassing efforts.

The canvassing program as it currently operates is inadequately managed and information is not available to assess the success of the program. ACS should determine whether continuing the canvassing adds value, and meets the purpose and goals of the licensing program. The following issues were noted by our audit surrounding the canvassing program:

- Locations for daily door-to-door canvassing are, at times, selected at random instead of focusing on areas of low compliance.
- The canvassing program does not have specific goals, such as targeted numbers of new licenses or residents to visit per week or month.
- Recorded data related to canvassing activities was unclear, inconsistent

and incomplete, making it impossible to track or determine program effectiveness.

- Reports are not available or used to analyze canvassing activity for a designated time period or to gauge the additional revenue generated by the program.

Most peer shelters have opted out of canvassing due to negative cost-benefit.

While the canvassing program might add value by bringing in additional license revenue, ACS management cannot quantify or measure the benefits of canvassing activities. Of the peer shelters surveyed, five of the seven do not perform regular canvassing efforts to find unlicensed animals. Many agencies noted that the cost outweighed the benefits of a canvassing program.

Recommendations:

8.1 Determine if license canvassing is cost beneficial, which includes the consideration of shifting canvassing staff positions to other shelter service areas or functions that are prioritized or may add more value.

If ACS chooses to continue the canvassing program:

8.2 Create performance goals.

8.3 Implement a systematic process of selecting locations to canvass. This could include low compliance areas or areas that are densely populated.

8.4 Utilize Chameleon to track canvassing in a way that will allow reports to be generated and reviewed to assess the effectiveness of the program.

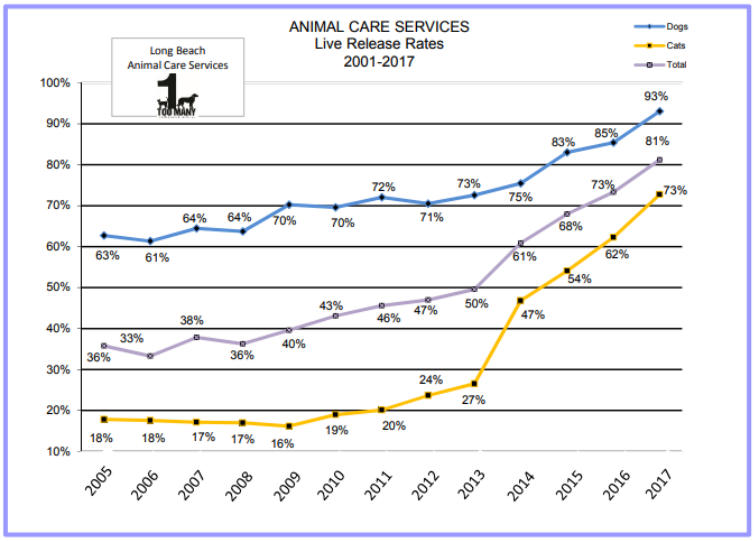
Background

Animal Care Services (ACS) is a Bureau within the Department of Parks, Recreation, and Marine and is responsible for providing sheltering and veterinary services for lost or homeless animals, pet licensing, responding to animal-related emergencies, and enforcing laws pertaining to animals and their care. ACS' stated vision is to become California's safest large city for people and animals through a proactive strategy of community engagement and enforcement activities.

For the past 16 years, ACS has partnered with the Society for the Prevention of Cruelty of Animals, Los Angeles (spcaLA) to jointly deliver adoption services to Long Beach and four contract cities: Cerritos, Seal Beach, Signal Hill, and Los Alamitos. Both ACS and spcaLA are housed on the same campus at the P.D. Pitchford Companion Animal Village; however, they maintain separate leadership and identities.

ACS staff serve an estimated 295,000 dogs and cats per year with an annual budget of $5 million. ACS has continued to improve overall live outcomes for Village animals. Figure 13 below shows ACS' live release rates from 2001-2017.

Figure 13.
ACS Live Release Rates



In January 2017, the Mayor requested that the City Auditor's Office (CAO) initiate a review of ACS operations with the purpose of finding ways to build on the impressive gains made in recent years. The CAO initiated the review in April 2017 and released the Phase One report in December 2017, which included 173 recommendations on day-to-day shelter operations and management, as well as long-term planning strategies. This Phase Two report concludes our audit of ACS operations.

Objective, Scope, and Methodology

The objective of Phase Two of the Animal Care Audit was to assess ACS staffing levels and management of key shelter resources. The audit scope covers current shelter operations, and encompasses shelter data from CY 2016. To achieve this objective, we:

- Conducted site visits and interviewed ACS staff and management to understand key processes and controls related to the audit objective;
- Benchmarked seven comparable animal care agencies to identify best practices related to staffing, resource allocation, and performance standards. These agencies were the City of Rancho Cucamonga, Riverside County's San Jacinto Shelter, City of Sacramento, San Diego County's Central Shelter, City of San Francisco, City of San Jose, and City of Denver;
- Analyzed current staffing levels for kennel care, medical care, rehoming, and field operations in accordance with industry best practices to determine if they appropriately meet the demands of the shelter;
- Conducted a survey of all ACS staff to examine the organization's current culture and employee morale;
- Reviewed procedures surrounding the processing of license and vaccination paperwork;
- Assessed the City's compliance rate of licensed dogs and cats;
- Quantified the amount of uncollected administrative citations;
- Reviewed the controls and outcomes of the canvassing program to determine program effectiveness;
- Reviewed ACS' agreements with the four contracting cities for content, terms, and requirements;
- Evaluated the appropriateness of the cost allocation methodology for services provided to the contracting cities; and
- Verified the accuracy of payments received by the contracting cities for services performed.

We conducted this performance audit in accordance with Generally Accepted Government Auditing Standards (GAGAS). Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Management Response

City of Long Beach
Working Together to Serve

Memorandum

Date: August 6, 2018

To: Patrick H. West, City Manager

From: Gerardo Mouet, Director of Parks, Recreation and Marine

For: Laura L. Doud, City Auditor

Subject: **Animal Care Services Review – Phase Two**

The Department of Parks, Recreation and Marine (PRM) would like to thank the City Auditor and staff for their time and effort in conducting a review of the Animal Care Services Bureau's (ACS) staffing and revenue-generating operations. We truly appreciate the dedicated staff from the Auditor's Office for taking the time to understand the ACS operation, and for conducting the review in a professional, productive, and collaborative manner.

PRM agrees with the recommendations contained within Phase Two and has attached a response and action plan to address each item. Both Phase One and Two have given PRM an opportunity to assess its strengths and prepare action plans to improve in areas we agree need more focused attention.

We are excited to report on some of the progress already being made on Phase One recommendations, which will help PRM address some of the items contained in Phase Two. One of the more significant findings in Phase One was the need to develop a shared vision and strategic plan for ACS. The development of such plan will help guide PRM with addressing many of the recommendations from both reports. Just last month, the Mayor seated an Animal Care Visioning Task Force to help define that vision for the shelter. Additionally, both reviews provide a great platform from which to launch the development of an ACS Strategic Plan, slated to commence later this calendar year.

Once again, PRM appreciates the City Auditor's efforts to help improve our services to the community. The entire PRM team takes great pride in our four-time, nationally recognized "Gold Medal" programs, services, and facilities. With an incredibly dedicated and focused ACS team, we are confident that these recommendations will help improve not only operational efficiency and effectiveness, but also our ability to provide positive outcomes for our shelter guests.

Should you have any questions, please feel free to contact me at 570-3170.

Attachment

cc: Tom Modica, Assistant City Manager
Kevin Jackson, Deputy City Manager
Rebecca Garner, Assistant to the City Manager
Stephen Scott, Deputy Director/Business Operations Bureau Manager
Ted Stevens, Animal Care Services Bureau Manager

MANAGEMENT RESPONSE AND ACTION PLAN

The Department of Parks, Recreation, and Marine
Animal Care Services Review: Phase Two

No.	Recommendation (new Phase 2 recommendations only)	Priority	Page #	Agree or Disagree	Responsible Party	Action Plan / Explanation for Disagreement	Target Date for Implementation
Phase One Recommendations: Specific recommendations from Phase One were included in this report based on results of our review.							
1.1	Phase One provided many recommendations regarding the development of a volunteer program, some of which include dedicating one full-time employee to volunteer program management, recruitment and training.	M	5	Agree	ACS	The Department will work through the annual budget process to identify resources to address volunteer and adoption services.	October 1, 2018
2.1	City stakeholders must determine what kind of shelter it wants ACS to be and then ensure the Bureau has the resources and/or operations necessary to produce desired outcomes. This includes not only reviewing and increasing staffing levels accordingly, but also operating according to sound business practices.	H	11	Agree	ACS	The Mayor has seated an ACS Visioning Task Force made up of 20 individuals that will be key stakeholders in assisting ACS with developing a new Mission and Vision.	Fall 2018
2.2	Implement pathway planning and developing relationships with medical foster groups to move animals out of the shelter as quickly as possible.	H	11	Agree	ACS	ACS has recently begun the process of implementing foster programs. In June/July 2018 ACS implemented a "Foster the Fourth" program to help alleviate shelter crowding during the 4th of July holiday. ACS has recently reassigned a current staff person, as well as identified a group of committed volunteers to expand on this program, which will include a medical foster program.	November 1, 2018
3.2	Implement Phase One recommendations to develop a strategic plan that can provide a clear vision and direction for the organization, and to establish standard operating procedures to guide day-to-day operations and management.	H	13	Agree	ACS	In FY 18, one-time funds in the amount of $50,000 was allocated by the City Council to help ACS in implementing the recommendations from Phase One of the Auditor's review. ACS will be using these funds to hire a consultant to work with ACS staff, the Mayor's ACS Visioning Task Force, and other key stakeholders to create a long-range strategic plan that will help guide day-to-day operations and create SOP's. ACS is in the process of securing a consultant to assist with this process and should begin later this calendar year.	First Quarter of FY19
7.2	As states in Phase One, consider outsourcing the processing and collection of animal licenses.	L	17	Agree	ACS	A RFP is being developed and is going through the review process with a target date to be released in Fall 2018.	Fall 2018
Phase Two Recommendations							
2.3	Analyze Chameleon calls-for-service data by day, time of day and beat, and compare it to the current beat "patrol" structure and ACO scheduling. Beats and scheduling should be aligned with call volume and time to ensure optimal coverage and better response times.	M	12	Agree	ACS	ACS Field Operations will work with the ACS Analyst to create reports to track call volume by day and time and review for potential operational changes.	September 1, 2018

MANAGEMENT RESPONSE AND ACTION PLAN

The Department of Parks, Recreation, and Marine
Animal Care Services Review: Phase Two

No.	Recommendation (new Phase 2 recommendations only)	Priority	Page #	Agree or Disagree	Responsible Party	Action Plan / Explanation for Disagreement	Target Date for Implementation
3.1	Examine the current culture at ACS and determine the areas in greatest need of improvement to increase employee morale. Focus on finding ways to increase employee satisfaction and engagement such as: recognition programs, advanced training, and providing quality feedback.	H	13	Agree	ACS	ACS is an inherently stressful work location. ACS has taken some steps towards improving the overall morale of staff, however, we agree that more can and should be done. One of the items identified in the previous review report outlined that ACS staff felt there needed to be clearly defined strategic objectives, as well as Mission and Vision statement. All ACS staff will have an opportunity to participate in the Mission, Vision and Strategic planning process and will be instrumental in making the process a success.	First Quarter of FY19
4.1	To fully recover costs, revise the formula used to calculate contract values to include proportionate share of field services and administrative costs. Update contract service costs to reflect changes in services provided each year.	H	14	Agree	ACS	Working closely with the City Auditor's Office, ACS staff was able to develop an acceptable new method of fully recovering costs to provide services. This was implemented in the recent renewal of all four contracts.	June 1, 2018
4.2	Maintain documentation in a manner that supports accurate contract values.	H	15	Agree	ACS	All reports used to determine contract amounts have been saved along with the contract formula used. The ACS Analyst will be assigned to track ongoing performance.	June 1, 2018
5.1	Utilize FM or an external collection agency to collect unpaid administrative citations.	M	15	Agree	ACS	ACS Management will work with FM to determine what steps are needed to utilize their collection services and then identify staff to be assigned to this task.	September 1, 2018
5.2	Use Chameleon to monitor and track the payment of administrative citations. After implementing further collection efforts, determine if the additional revenue received offsets the cost.	M	15	Agree	ACS	Once recommendation 5.1 is completed, ACS management will review the collection efforts at a 6-month interval to determine if the benefits outweigh the cost, as recommended in the review.	April 1, 2019
6.1	Work towards increasing license compliance by 8% by expanding collection and public outreach efforts.	L	16	Agree	ACS	ACS will create an outreach and marketing campaign aimed at increasing awareness of licensing requirements through such potential avenues as utility billing and social media. The campaign will also focus on bringing awareness to the already existing licensing incentives, such as the fast track and free ride home programs. As has been done in the past by ACS, a Resolution will be brought to the City Council to recommend offering a one-month amnesty program to waive the late penalty for pet license renewals. Efforts will be made to outreach specifically to delinquent animal licensees to help increase compliance rates.	November 1, 2018

MANAGEMENT RESPONSE AND ACTION PLAN

The Department of Parks, Recreation, and Marine
Animal Care Services Review: Phase Two

No.	Recommendation (new Phase 2 recommendations only)	Priority	Page #	Agree or Disagree	Responsible Party	Action Plan / Explanation for Disagreement	Target Date for Implementation
6.2	Require Long Beach veterinarians to submit vaccination information to the City on a monthly basis as per Long Beach Municipal Code.	L	16	Agree	ACS	ACS will identify all Veterinarian offices in Long Beach and send them a letter reminding them of this requirement (Title 6.12.150) and request all recent vaccination records be provided to ACS, if they have not already been sent.	September 1, 2018
7.1	Enter license and vaccination data timely, within 48 hours, and deposit payments in adherence to AR 21.1.	H	17	Agree	ACS	This issue is one of the reasons ACS is considering contracting out the licensing program. ACS will continue to do the very best that it can with the limited number of staff available. ACS receives thousands of pieces of mail every month, which includes license renewals and payments, rabies certificates, returned renewal envelopes and other miscellaneous items. Most clerks are part-time and have limited hours available. Due to staffing limitations, clerks must also answer phones while processing mail, which can make the task take longer. License renewal transactions and payments are given priority over other mail. The flow of mail can vary greatly depending on the time of year, creating times when staff may get behind. If, and when, the licensing program is contracted out, this issue will be fully resolved.	Fall 2018
8.1	Determine if license canvassing is cost beneficial, which includes the consideration of shifting canvassing staff positions to other shelter service areas or functions that are prioritized or may add more value.	H	17	Agree	ACS	ACS is in the process of considering contracting out all licensing functions. This recommendation will be implemented, if ACS cannot secure an outside firm to handle licensing.	TBD
If ACS chooses to continue the canvassing program							
8.2	Create performance goals.	M	17	Agree	ACS	ACS is in the process of considering contracting out all licensing functions. This recommendation will be implemented, if ACS cannot secure an outside firm to handle licensing.	TBD
8.3	Implement a systematic process of selecting locations to canvass. This could include low compliance areas or areas that are densely populated.	M	17	Agree	ACS	ACS is in the process of considering contracting out all licensing functions. This recommendation will be implemented, if ACS cannot secure an outside firm to handle licensing.	TBD
8.4	Utilize Chameleon to track canvassing in a way that will allow reports to be generated and reviewed to assess the effectiveness of the program.	M	17	Agree	ACS	ACS is in the process of considering contracting out all licensing functions. This recommendation will be implemented, if ACS cannot secure an outside firm to handle licensing.	TBD

MANAGEMENT RESPONSE AND ACTION PLAN

The Department of Parks, Recreation, and Marine
Animal Care Services Review: Phase Two

No.	Recommendation (new Phase 2 recommendations only)	Priority	Page #	Agree or Disagree	Responsible Party	Action Plan / Explanation for Disagreement	Target Date for Implementation

Priority

H – High Priority - The recommendation pertains to a serious or materially significant audit finding or control weakness. Due to the seriousness or significance of the matter, immediate management attention and appropriate corrective action is warranted.

M – Medium Priority - The recommendation pertains to a moderately significant or potentially serious audit finding or control weakness. Reasonably prompt corrective action should be taken by management to address the matter. Recommendation should be implemented no later than six months.

L – Low Priority - The recommendation pertains to an audit finding or control weakness of relatively minor significance or concern. The timing of any corrective action is left to management's discretion.

Yellow areas - to be completed by the department

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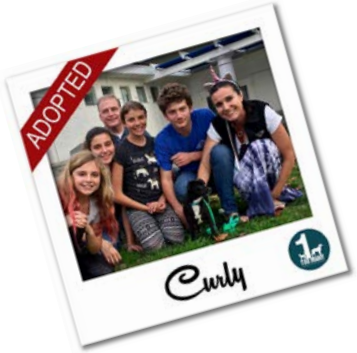


LONG BEACH ANIMAL CARE SERVICES (LBACS)

Study Session on *Compassion Saves* Approach
April 16, 2019

Attachment D

Who is LBACS?

LBACS Mission – Current

- Serve, protect, and shelter lost, abandoned, and homeless companion animals
- Place animals into humane environments
- Promote responsible pet ownership and reduce animal overpopulation
- Celebrate the human/animal bond

2018 Adopted by LBACS

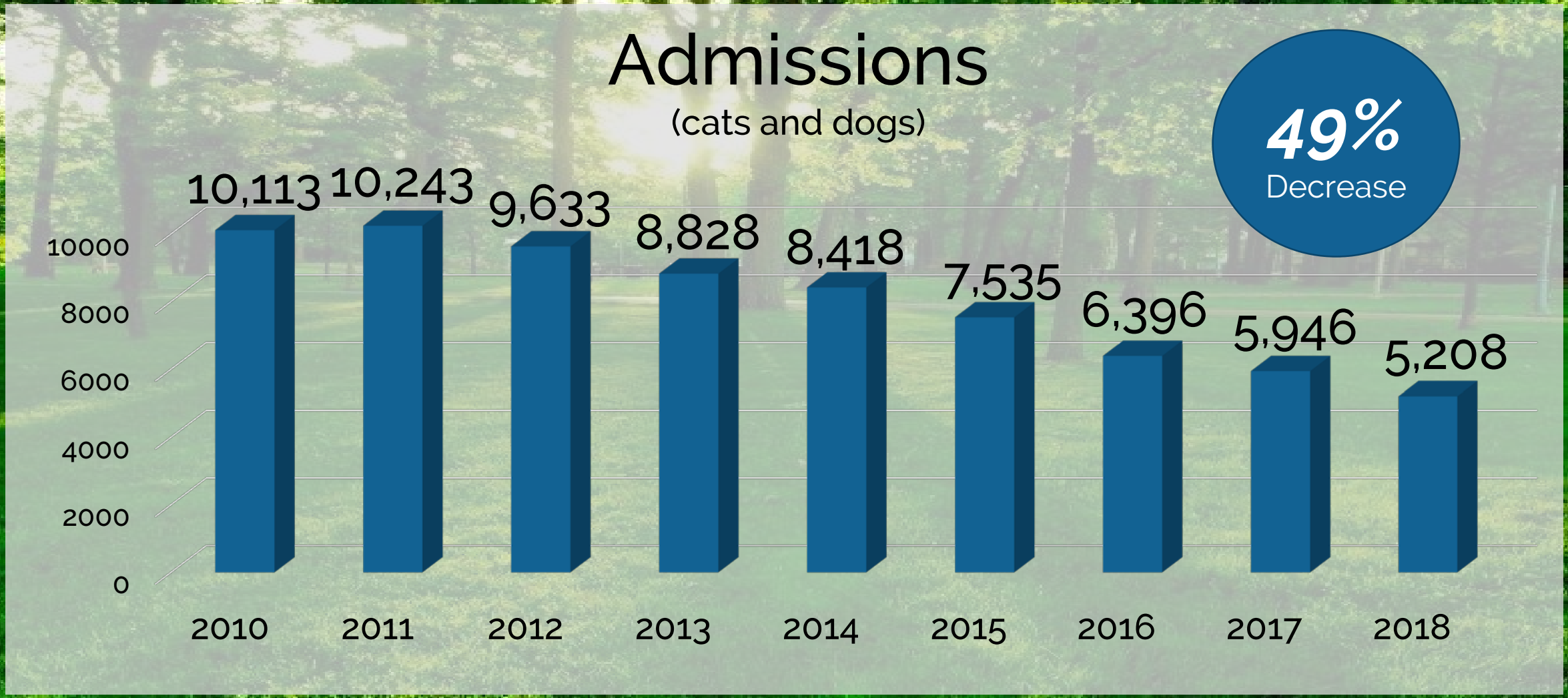
What LBACS Does

2018 Adopted by LBACS

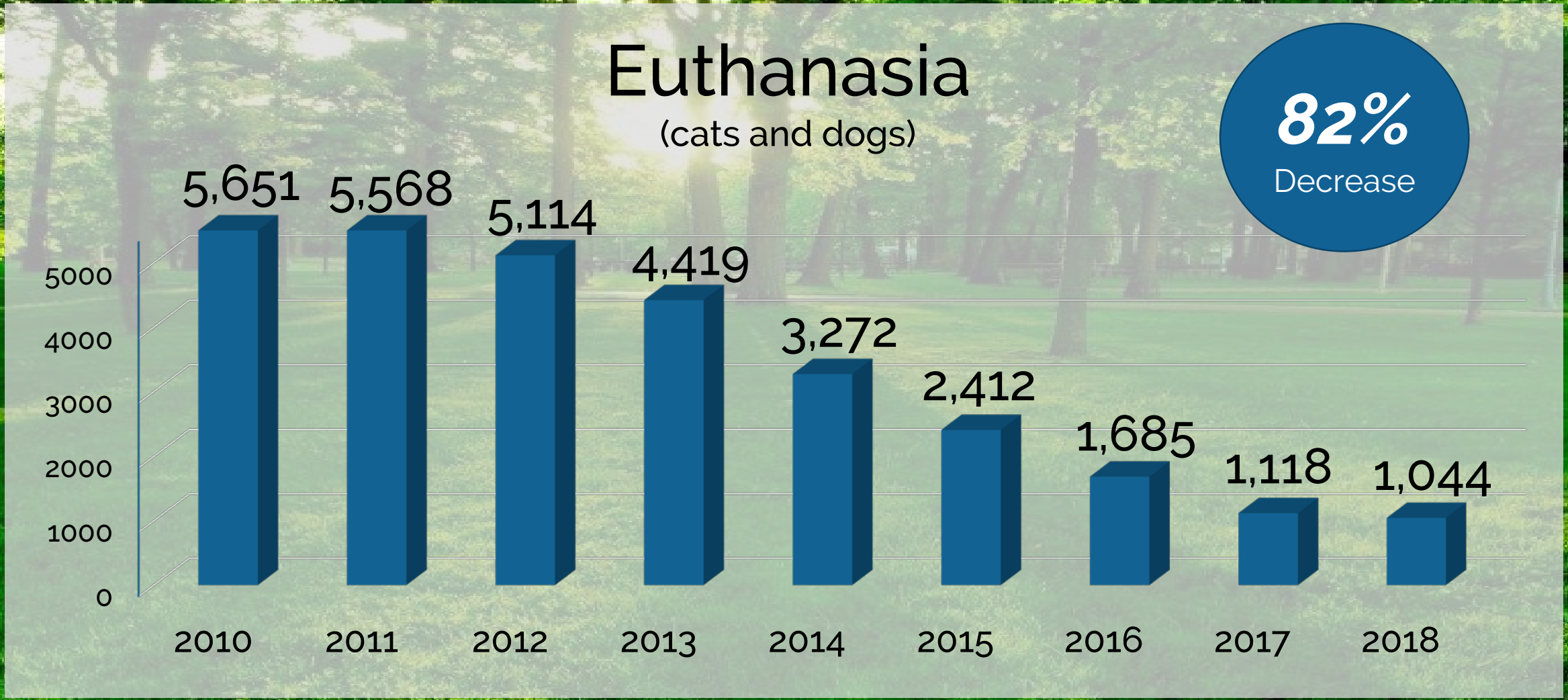
24X7 Field and Shelter Operations

- Municipal, open admission shelter
- Long Beach and 4 contract cities
- Full service model: field services, sheltering and adoption, pet redemption, licensing, veterinary services, and volunteer programs

Shelter Performance



Shelter Performance



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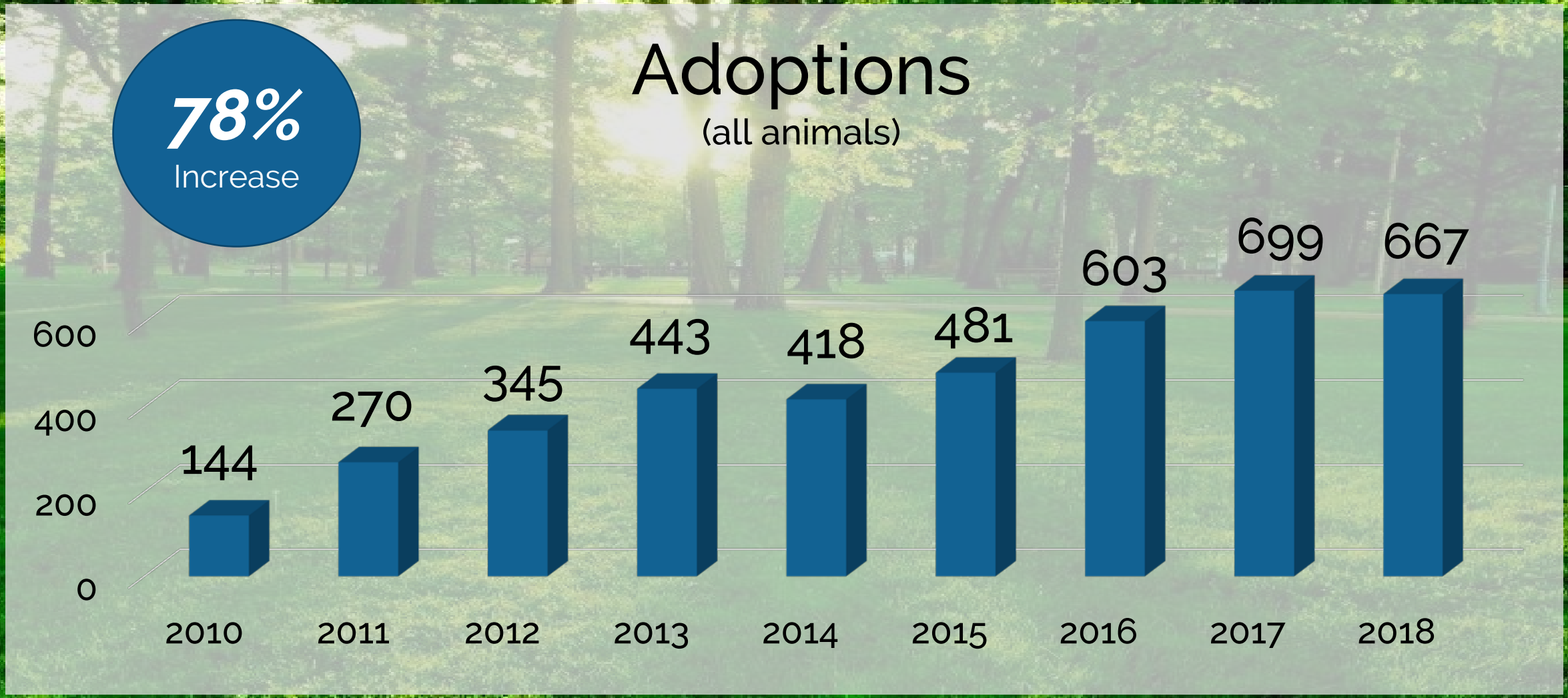
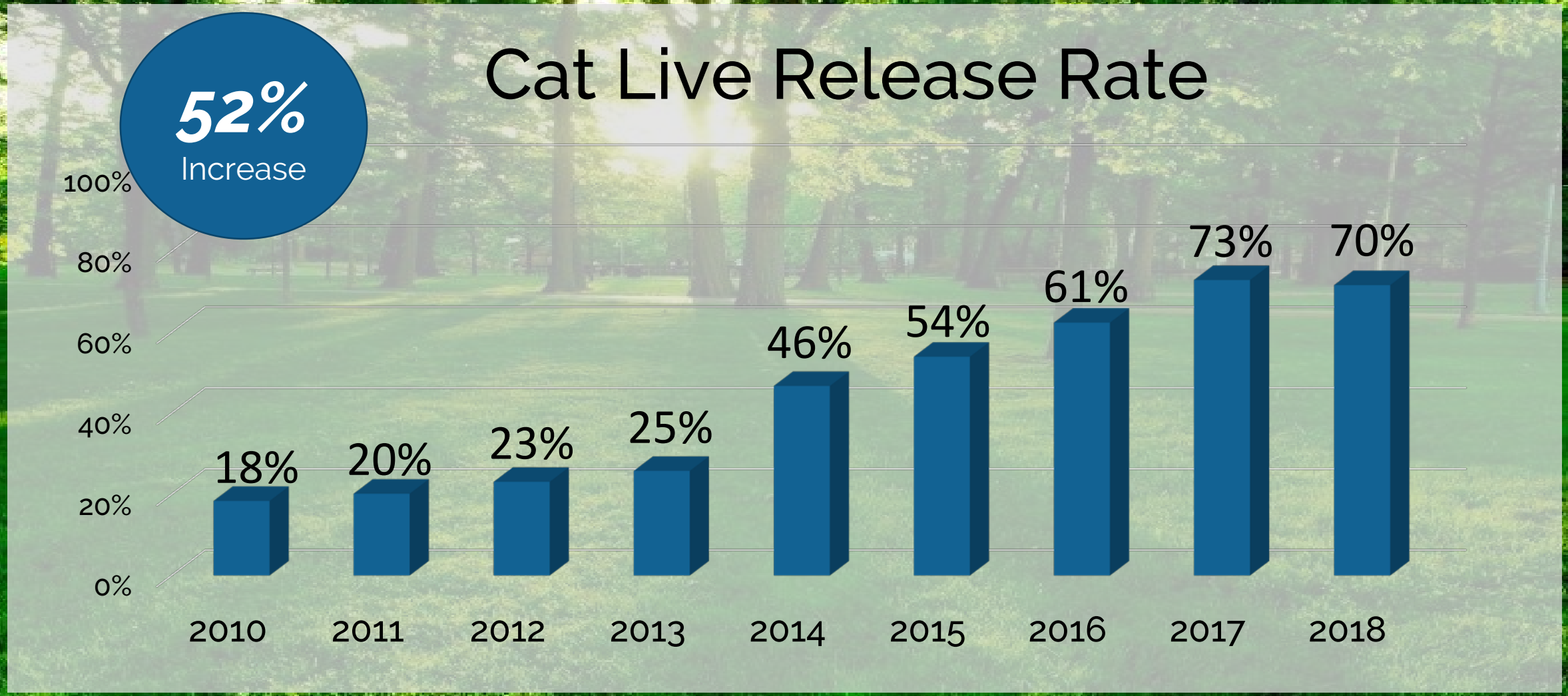


CITY OF LONG BEACH

Shelter Performance



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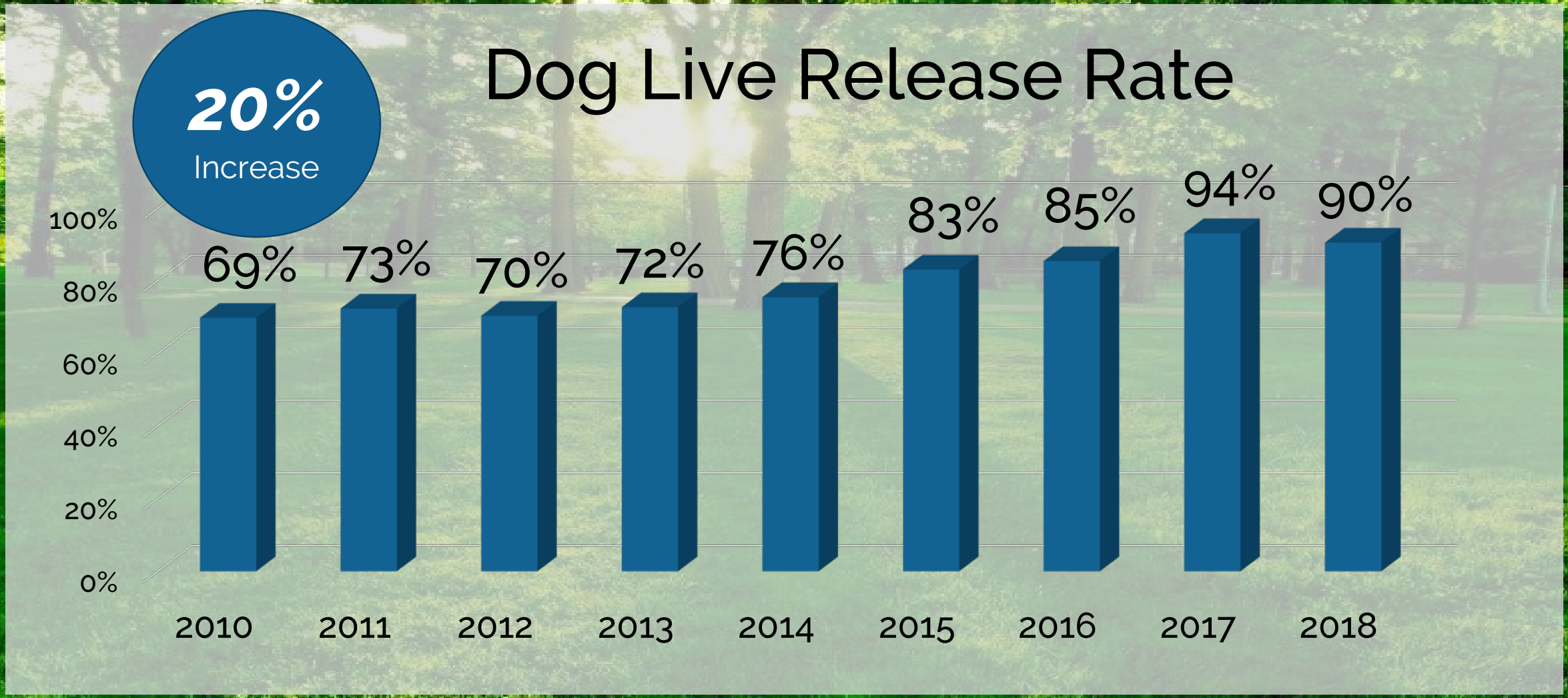
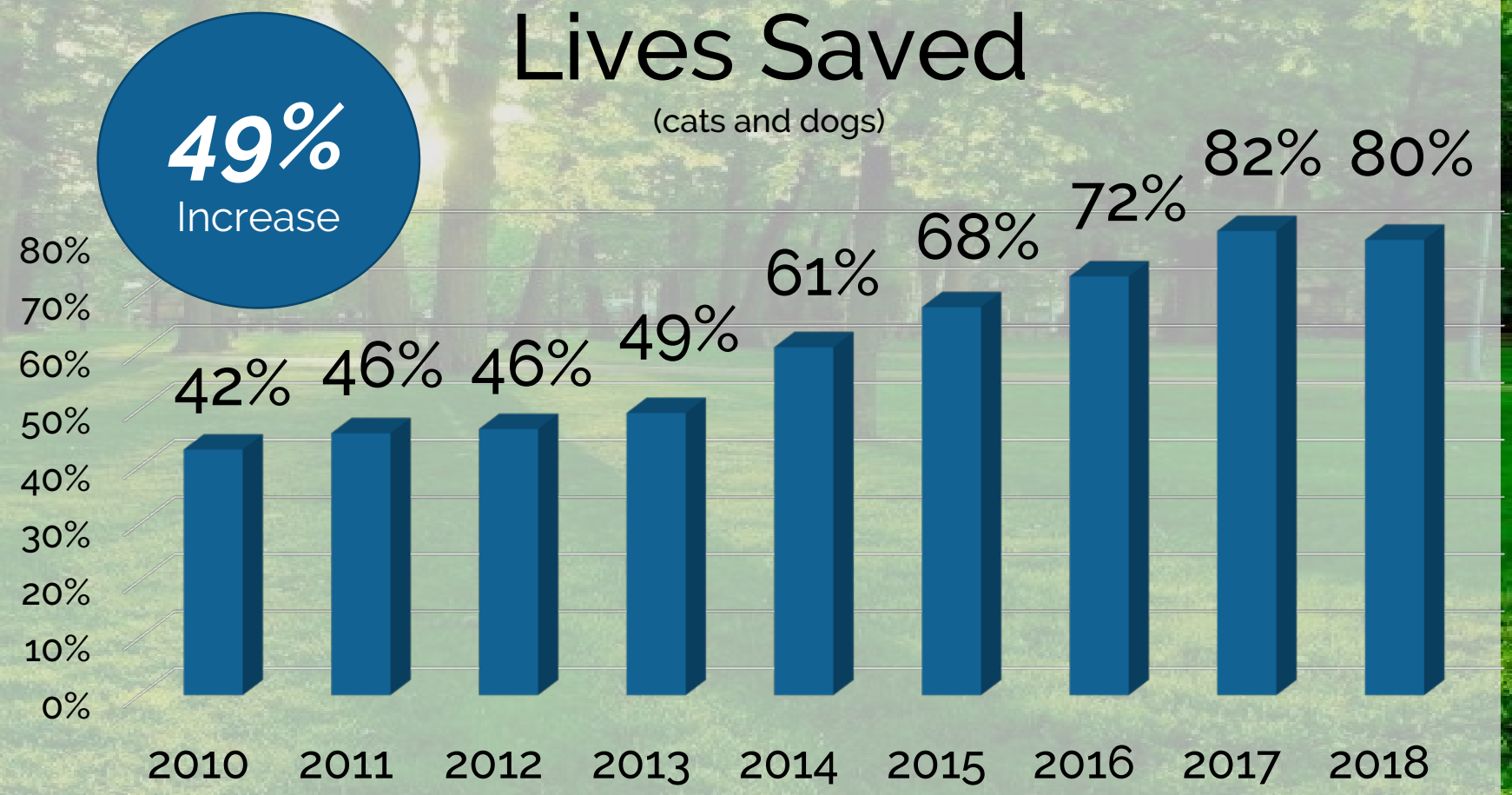


Shelter Performance

2018 Adopted by LBACS



2018: 4106 dogs and cats saved. 2003 dogs (90%); 2103 cats (70%)

LBACS Focuses on Saving Lives

Life-Saving Programs – 147 Active Volunteers in 2018

- Pet Literacy
- Explorer Academy
- High school service learners
- Dog walkers
- Cat socializers
- Rabbit helpers
- Veterinary students

2018 Adopted by LBACS

LBACS Focuses on Saving Lives

2018 Adopted by LBACS

More Life-Saving Programs

- Rescue network – over 100 groups
- Kitten nursery – $50k investment in foster care to save 500 kittens
- Pet adoption – 667 adoptions
- Veterinary care services
- Community outreach – national and local adoption events, campaigns, and social media

LBACS Performance

By the Numbers

- 5,208 cats and dogs entered our care
- 600 animals given up by owners
- 80% lives saved (90% dogs, 70% cats – kittens need help)
- Over 100 animal welfare organizations placed over 2,700 animals
- 6867 direct LBACS adoptions; 1,275 relocated to spcaLA

2018 Adopted by LBACS

LBACS Performance

2018 Adopted by LBACS

By the Numbers (continued)

- 147 active volunteers
- Over 39,000 calls for service completed
- Over 6,000 citations issues to enforce spay/neuter, licensing, leash, and other municipal codes
- 4,579 current cat licenses
- 25,067 current dog licenses
- 7,672 medical visits for shelter animals

Making It New: Accomplishments, Progress, Momentum

Audit Update

Phase 1: Operations (policy infrastructure)

- Immediate welfare issues addressed

Current focus: sustainable operation

- Compassionate SOPs
- Staff training and professional development
- Effective communication devices
- Improve data transparency

Phase 2: Staffing and Revenue – Strategic Plan

2018 Adopted by LBACS

Making It New: Accomplishments, Progress, Momentum

Compassionate Partnerships

- Primary adoption partner
- Landlord/tenant
  - ✓ Lease agreement since 1998, expires 2053
  - ✓ spcaLA leased land - P.D. Pitchford Companion Animal Village & Education Center
  - ✓ Leased back facility to the City of Long Beach
  - ✓ City pays utilities
  - ✓ spcaLA pays 50% of operating costs
  - ✓ Neither agency is obligated to the operation of the other
- Both agencies are committed to working together

Making It New: Accomplishments, Progress, Momentum

Compassionate Partnerships (continued)

- Volunteers
- Adopters
- Friends of Long Beach Animals (FOLBA)
- Stray Cat Alliance
- Long Beach Little Paws (Little Lion Foundation and Cat PAWS)
- Found Animals Foundation
- Pet Food Express
- Best Friends
- Other shelters, rescue groups, and animal welfare organizations

Making It New: Accomplishments, Progress, Momentum

Recent Investments

- $120K one-time
  - ✓ Full-time Adoption/Volunteer Coordinator
  - ✓ Full-time Veterinarian
- Other staffing enhancements
  - ✓ Full-time Community Information Specialist

Making It New: Accomplishments, Progress, Momentum

Recent Investments (continued)

- $300K Measure A funds
  - ✓ Adoption facilities, signage
  - ✓ Additional funding opportunities
  - ✓ Cat Cottage – no cages!
  - ✓ Humane housing (cats and bunnies)
- Private/Outside Investment
  - ✓ Adoption Waggin'
  - ✓ Medical Suite – donated by FOLBA
  - ✓ Reed's Corner

2018 Adopted by LBACS

Making It New: Accomplishments, Progress, Momentum

2018 Adopted by LBACS

Compassion Saves

- Standard Operating Procedures
  - ✓ Kittens
  - ✓ Euthanasia
  - ✓ Rescue networking
- Staff training and professional development
  - ✓ Animal behavior
  - ✓ Shelter operations
  - ✓ Compassion fatigue
- Data analysis and systems functionality
- Strengthening existing programs

Shelter Benchmarks - Regional

Shelter Score Card

AGENCY	ADMISSIONS	LIVE RELEASE RATE (LRR)
Orange County	17,164	81%
City of Long Beach	***5,208***	***80%***
Los Angeles County	60,639	63%
SEAACA *(South East Area Animal Control Authority)*	15,359	47%

* **Cat and dog populations only**

Shelter Benchmarks - Other

Shelter Score Card

AGENCY	ADMISSIONS*	OPEN	LIMITED	LIVE RELEASE RATE (LRR)
City of Austin	15,860		✖	92%
City of San Jose	16,291	✖		91%
City of Sacramento	10,215	✖		86%
City of Long Beach	***5,208***	✖		***80%***

* **Cat and dog populations only**

Live Release Aspirations: *Compassion Saves*

Compassion Saves is:

- Commitment to strong leadership
- Commitment to saving lives through innovative programming
- Commitment of continued support of life-saving shelter programs

Compassion Saves ensures:

- NO healthy animal is euthanized
- NO treatable animal is euthanized without an aggressive search for a positive outcome

2018 Adopted by LBACS

Mayor's Animal Care Visioning Task Force Update

2018 Adopted by LBACS

"What kind of shelter will LBACS become?"

Provided Updates and Clarification

- Bureau manager work plan
- spcaLA relationship

Deliverables/Outcomes

- Workshop for policy development lens – kittens

Future of the Task Force

CITY OF LONG BEACH

Strategic Planning Update

Strategic Planning Sessions

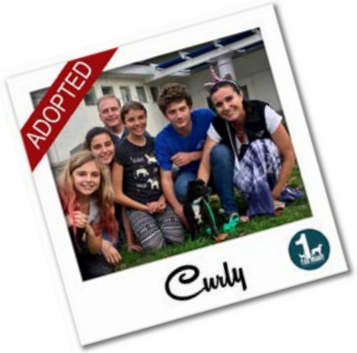
- JVR Shelter Strategies and The Adisa Group
  - ✓ Firms working with shelter
  - ✓ Firms have already met with various stakeholders
  - ✓ Held community listening session on March 3
- Upcoming Strategic Plan Sessions
  - ✓ May 14 – Visioning Session with Task Force
  - ✓ May 15 & 16 – Strategic Planning Session with Staff
  - ✓ August City Council – deliver plan

Next Steps

Embracing and commitment to *Compassion Saves*:

- Foster care
- Behavior and training programs
- High volume low cost spay/neuter
- Pet retention and education programs
- Establish a non-profit organization to raise private funds and support LBACS
- More!

Adopted
Balto
ADOPTED
Scout
adopted
Cohiba
rescued
Zeus
ADOPTED
Gerald
ADOPTED
Matt
Adopted
Rookie
ADOPTED
Hercules
ADOPTED
Bryan Kevin
ADOPTED
Curly
adopted
Arlo
ADOPTED
Sadie
ADOPTED
Soy-Milk
Penny Lane
November
Henry
ADOPTED
Purrkins
ADOPTED
Patty Cakes
ADOPTED
Mimi
ADOPTED
Petunia
ADOPTED
Liam
ADOPTED
Pugsley
ADOPTED
Timothy
ADOPTED
Lou Anne
ADOPTED
Jasmine
ADOPTED
Rocky
ADOPTED
Blondie
ADOPTED
Lady Jane
ADOPTED
Monty



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