

APPROVED

NOV 19 2020

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 20-223

DATE: November 19, 2020

C.D. 15

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: AMENDED AND RESTATED AGREEMENT BETWEEN THE CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS AND LANCE ADAMS, DVM FOR AQUATIC VETERINARIAN SERVICES FOR THE CABRILLO MARINE AQUARIUM

AP Diaz
H. Fujita
V. Israel

C. Santo Domingo
*N. Williams NDW

M. Shue
General Manager

Approved X Disapproved Withdrawn

If Approved: Board President [Signature] Board Secretary [Signature]

RECOMMENDATIONS

- 1. Find, that the Department of Recreation and Parks (RAP) requires continued use of technical, professional and expert veterinary services from a State of California licensed veterinarian to provide highly specialized veterinarian services for aquatic animals and marine invertebrates on an occasional and as-needed basis through February of 2022;
2. Find that such services are a requirement for the Cabrillo Marine Aquarium's (the "Aquarium") accreditation with the Association of Zoos and Aquariums (the "Accreditation");
3. Find that RAP will be preparing documents for the competitive selection through a Request for Proposal (RFP) for the award of long-term contracts for qualified providers of veterinary services;
4. Find that, in accordance with Charter Section 1022, (RAP) does not have available in its employ personnel with sufficient time or necessary expertise to undertake veterinary services in a timely manner, and it is more feasible, economical, and in RAP's best interest to extend the current agreement for these services until RAP awards one or more long-term contracts for these services as the result of a competitive solicitation process; and,
5. Approve the amended and restated agreement (Contract) in accordance with the details set forth in this Report and substantially in the form attached as Exhibit 1 of this Report, between RAP and Lance Adams, DVM of 14871 Quill Circle, Huntington Beach, CA 92647 for a period from February 10, 2020 to February 9, 2022 , for veterinary and related consulting services to

BOARD REPORT

PG. 2 NO. 20-223

the Aquarium, in an amount not to exceed Eight Thousand Dollars (\$8,000) per year, subject to approval of the Mayor and the City Attorney as to form;

6. Authorize RAP's General Manager or designee to make technical corrections as necessary to carry out the intent of this Report;
7. Authorize the General Manager to execute the Contract upon receipt of all necessary approvals.

SUMMARY

RAP owns, operates, and maintains various parks and recreational facilities throughout the City of Los Angeles, including the Cabrillo Marine Aquarium (the "Aquarium"). The Aquarium is accredited by the Association of Zoos and Aquariums (the "Accreditation"); and RAP is required to contract for veterinary services to maintain the Aquarium's Accreditation. RAP must secure the technical, professional and expert veterinary services from a State of California licensed veterinarian to provide highly specialized veterinarian services for aquatic animals and marine invertebrates on an occasional and as-needed basis.

On February 10, 2020, RAP executed a one (1) year agreement with Lance Adams, DVM (Contractor) to perform these professional, expert and specialized services of a temporary and occasional character to avoid loss of accreditation. This agreement was subsequently amended to clarify certain services to be provided by the Contractor. Total compensation to CONTRACTOR does not exceed Eight Thousand Dollars (\$8,000.00) per year.

Pursuant to Charter Section 1022, RAP does not have available in its employ personnel with the necessary expertise to undertake the specialized professional tasks sought and the work can be performed more economically or feasibly by an independent contractor.

Lance Adams is an experienced professional in providing specialized veterinary services of the type required, is willing to perform the services, and agrees to provide the services economically and feasibly to RAP. While RAP is currently preparing required documents for the competitive selection through a Request for Proposal (RFP) for the award of long-term contracts for qualified providers of veterinarian service, it is in RAP's best interest to extend the agreement with Lance Adams for an additional one-year period to ensure continuity of these services.

Staff recommends that Contractor's current agreement with a one-year term be amended and restated to extend the term by one additional year and to increase the number of monthly veterinary visits that the Contractor will make from once per month to twice per month in order to provide the necessary level of aquatic veterinary care.

FISCAL IMPACT

Executing this as-needed Contract has no immediate impact to RAP's General Fund as funding will be identified on an as-needed basis.

BOARD REPORT

PG. 3

NO. 20-223

This Report was prepared by John Busby, Senior Management Analyst I, reviewed by Robert Feld, Senior Management Analyst II, Finance Division, and Matthew Rudnick, Chief Management Analyst Finance Division.

LIST OF ATTACHMENTS/EXHIBITS

Amended and Restated Agreement between the City of Los Angeles Department of Recreation and Parks and Lance Adams, DVM

**AMENDED AND RESTATED AGREEMENT BETWEEN
THE CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS
AND LANCE ADAMS, DVM**

This Amended and Restated Contract ("Contract" or "Agreement") is entered into this ___ day of 2020, by and between the City of Los Angeles, a municipal corporation, (hereinafter referred to as "CITY") acting by and through its Department of Recreation and Parks (hereinafter referred to as "RAP"), and Lance Adams, an individual and a Doctor of Veterinary Medicine (DVM), (hereinafter referred to as "CONTRACTOR"), to provide veterinary and consulting services concerning aquatic animal health and welfare issues to the Cabrillo Marine Aquarium on an as-needed basis.

RECITALS

WHEREAS, the RAP owns, operates, and maintains various parks and recreational facilities throughout the City of Los Angeles, including the Cabrillo Marine Aquarium; and

WHEREAS, the Cabrillo Marine Aquarium (the "Aquarium") is accredited by the Association of Zoos and Aquariums (the "Accreditation"); and

WHEREAS, the RAP is required to contract for veterinary services to maintain the Aquarium's Accreditation; and

WHEREAS, the RAP desires to secure the technical, professional and expert veterinary services from a State of California licensed veterinarian to provide highly specialized veterinarian services for aquatic animals and marine invertebrates on an occasional and as-needed basis; and

WHEREAS, pursuant to Charter Section 1022, RAP has determined that the CITY does not have in its employ personnel with expertise and experience to provide the aforementioned as-needed services and RAP is currently in the process of preparing a request for proposal (RFP) for the award of long term contracts for qualified providers of veterinarian services; and

WHEREAS, the CITY and CONTRACTOR previously entered into that certain agreement dated February 10, 2020 for a term of one year to provide veterinary and consulting services for the Aquarium ("Original Contract"), and both parties desire to extend the term of such agreement by one additional year by entering into this AGREEMENT; and

WHEREAS, the CITY finds, in accordance with Charter Section 371(e)(10) that for the performance of professional, expert and specialized services of a temporary and occasional character, competitive bidding is undesirable and impractical because the total

compensation to be provided to CONTRACTOR does not exceed Eight Thousand Dollars (\$8,000.00) per year, and the cost of soliciting bids would be unwarranted and wasteful in comparison to the amount of services required by CITY and would result in an expenditure of City funds in excess of any benefit that could be gained by soliciting bids while the RFP is being prepared and conducted; and

WHEREAS, CONTRACTOR is an experienced professional in providing specialized veterinary services of the type required, is willing to perform the services, and agrees to provide the services economically and feasibly to RAP; and

WHEREAS, this AGREEMENT has been approved by the Board of Recreation and Park Commissioners on [DATE][Report No.]; and

WHEREAS, it is in RAP's best interest to secure said services from CONTRACTOR.

NOW, THEREFORE, RAP AND CONTRACTOR, in consideration of the recitals above and of the terms, covenants, and conditions contained herein, agree that the Original Contract is amended and restated in its entirety with this Agreement and as follows:

I. SCOPE OF SERVICES

Under the direction of the Director of the Cabrillo Marine Aquarium or designee requesting service, CONTRACTOR shall provide the following services ("Services"):

- A. Assess the health and welfare of Cabrillo Marine Aquarium's living collection, with a minimum of twice monthly visits to maintain Association of Zoos and Aquariums accreditation;
- B. Approve treatments for sick and ailing animals and prescribe medication when needed;
- C. Be available on an as-needed basis to consult with and answer questions from Cabrillo Marine Aquarium Aquarist staff;
- D. Train Aquarist staff in necropsy procedures so that staff may determine the cause of death of deceased animals; and,
- E. Advise on measures to prevent the spread of disease.

II. TERMS OF PERFORMANCE

- A. The term of this Contract shall be for two (2) years commencing February 10, 2020 and ending February 9, 2022.
- B. CONTRACTOR shall provide materials, equipment, and personnel necessary for performance of services as described under Section 1 "SCOPE OF SERVICES." CONTRACTOR shall bear all costs for any necessary permits, insurance, taxes and all matters required for compliance with this Agreement.
- C. CONTRACTOR understands that the Services shall be provided to RAP only on an as needed basis and on a non-exclusive basis and that RAP, in entering into this Contract, does not guarantee any minimum amount of business or

compensation to CONTRACTOR or any exclusive arrangement with the CONTRACTOR for the provision of any of the Services.

- D. CONTRACTOR shall comply with all terms and conditions set forth in the Standard Provisions for City Contracts (Rev. 10/17) [v.3], attached hereto as Appendix A and incorporated herein by this reference.
- E. RAP shall have the right at any time to terminate this Contract if CONTRACTOR fails to perform any of the terms, conditions and covenants of this Agreement.

III. COMPENSATION AND SCHEDULE OF PAYMENT

- A. RAP shall pay CONTRACTOR for Services rendered under this Contract in an amount not to exceed Eight Thousand Dollars (\$8,000.00) per year at a rate of One Hundred-Fifty Dollars (\$150.00) per hour for Service performed.
- B. Prices shall remain fixed for the term of the Contract, except where best terms apply as required by PSC-24 of the Standard Provisions for City Contracts (Rev. 10/17) [v.3], incorporated herein by reference as Appendix A.
- C. To receive payment, CONTRACTOR shall submit invoices to the RAP's Director of the Cabrillo Marine Aquarium. The invoice shall conform to City standards and include, at a minimum, the following information:
 - 1. Name and address of CONTRACTOR
 - 2. Date of invoice and period covered
 - 3. Task Order or Notice to Proceed
 - 4. Description of completed task and amount due for task, including:
 - a. Hours spent on task and timesheet supporting charges (if applicable)
 - b. Rate per hour and total due
 - 5. Certification by a duly authorized officer
 - 6. Remittance address (if different from CONTRACTOR address)

All invoices shall be submitted on CONTRACTOR 'S letterhead, containing CONTRACTOR'S official logo, or other unique and identifying information such as the name and address of CONTRACTOR.

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

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

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

IV. RATIFICATION

CONTRACTOR may have performed certain of the Services set forth herein prior to the execution of this Contract because of the need for such Services and upon request of RAP. To the extent such Services were performed in accordance with the terms and conditions of this Contract, and by RAP's execution of this Contract, RAP hereby accepts such performed Services subject to all the terms, covenants, and conditions of this Agreement.

V. INCORPORATION OF DOCUMENTS

This Contract and incorporated documents represent the entire integrated contract of the parties hereto and supersedes all prior written or oral representations, discussions, and agreements. The following document is incorporated and made a part hereof by reference:

Appendix A. Standard Provisions for City Contracts (Rev. 10/17) [v.3]

Appendix B. Insurance Requirements FG 146

The order of precedence in resolving conflicting language, if any, in the documents shall be: (1) This Agreement; and (2) Appendix A; and Appendix B.

(Signature Page to Follow)

**AMENDED AND RESTATED AGREEMENT BETWEEN
THE CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS
AND LANCE ADAMS, DVM**

DEPARTMENT OF RECREATION AND PARKS
City of Los Angeles
221 North Figueroa Street, 3rd Floor, Suite 350
Los Angeles, CA 90017

By _____
MICHAEL A. SHULL, General Manager

Date: _____

LANCE ADAMS, DVM
14871 Quill Circle
Huntington Beach, CA 92647

By _____
LANCE ADAMS, DVM

Date: _____

Approved as to Form:

Date: _____

MICHAEL N. FEUER
City Attorney

By _____

STEVEN H. HONG
Deputy City Attorney III