

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.5
(ID # 18776)

MEETING DATE:
Tuesday, May 10, 2022

FROM : ANIMAL SERVICES:

SUBJECT: ANIMAL SERVICES: Approve and Accept the University of California, Davis Grant Agreement between Department of Animal Services; All Districts. [\$5,000 Total Cost - Grant Revenue 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the Grant in an amount up to \$5,000 from University of California, Davis to offset administrative fees related to the Grant;
2. Approve the Grant Agreement between University of California, Davis and the County of Riverside (Grant Agreement) in an amount up to \$5,000;
3. Authorize the Director of Animal Services to execute the Grant Agreement on behalf of the County of Riverside; and
4. Authorize the Director of Animal Services to take all steps necessary to implement and administer the Grant Agreement.

ACTION:Policy


Erin Gettis, Director of Animal Services

5/2/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: May 10, 2022
xc: Animal Services

Kecia R. Harper
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 5,000	\$ 0	\$ 5,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Funded by University of California, Davis			Budget Adjustment:	No
			For Fiscal Year:	21/22

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Department of Animal Services (DAS) applied for a grant through the University of California, Davis (UCD) and was awarded a welcome grant in an amount up to \$5,000. The grant will be used to offset the administrative costs, including but not limited to, providing data to UCD.

DAS joined the California for All Animals program, which is administered by UCD's Koret Shelter Medicine Program (KSMP). The origins of California for All Animals is in the FY 2020-21 budget, where Governor Newsom proposed \$50 million in one-time General Fund dollars for the UC Davis Koret Shelter Medicine Program to develop a program that provides expertise, support, and local assistance grants over a five-year period to help local communities achieve the state's policy goal that no adoptable or treatable dog or cat should be euthanized.

Staff recommends accepting the grant, approving the Grant Agreement, and authorizing the Director of DAS to execute the Grant Agreement.

Impact on Residents and Businesses

The Grant funding will have a lasting positive impact for the residents of Riverside County and their pets. The statistics reviewed will provide UCD data to help improve DAS, as well as other participating shelters across the State. UCD will be focused on utilizing the data for high-impact, limited-term investments that result in sustainable gains for shelters and pets.

ATTACHMENTS:

University of California, Davis Grant Agreement


 Jason Ferrin, Principal Management Analyst 5/5/2022

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

UC Davis Agreement # _____

SERVICES AGREEMENT
(Riverside County Dept. of Animal Services)

THIS GRANT AGREEMENT ("Agreement") is made and entered into as of the date last signed below by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("University") on behalf of its Davis Campus School of Veterinary Medicine on behalf of its Koret Shelter Medicine Program ("Facility") and RIVERSIDE COUNTY DEPT. OF ANIMAL SERVICES ("Shelter") in connection with the California of All Animals statewide animal shelter assistance program ("Program").

The parties agree as follows:

- Shelter Services.** Shelter shall provide the services fully described in "Exhibit A", attached hereto and by this reference made a part hereof (collectively the "Services"). University shall reimburse Shelter for administrative costs ("Expenses") pursuant to Section 2 below. "Deliverables" shall consist of annual data reports and surveys for the life of the program, as more fully described in Exhibit A. Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.
- Payment by University.** In consideration of Shelter's Expenses as described in Exhibit A, Facility shall pay Shelter an amount not to exceed \$5,000 to be disbursed upon final signature below. Payment questions should be addressed to Nancy Bei at telephone number (530) 754-9183 or at e-mail address nmbei@ucdavis.edu.
- Term.** Services shall be rendered from February 14, 2022 through January 31, 2027.
- Endorsement Disclaimer.** Nothing in this agreement shall be interpreted to indicate, imply, or otherwise suggest (i) that University supports, endorses, favors, or advances, any product or service offered, connected, or affiliated with Shelter; or (ii) that University endorses, favors, supports, or opposes, any proposal, measure, program of action, campaign, or public appeal that is advocated, promoted, advanced, or opposed by any other person or entity with respect to the subject matter presented by Shelter.
- Amendment.** This Agreement may be amended at any time by amendment in writing and signed by the parties, and no other change in any term or condition shall be valid or binding unless made by amendment.
- Mutual Indemnification.** The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.

FORM APPROVED COUNTY COUNSEL
BY: RONAK N. PATEL DATE: 5/1/22

UCD # _____
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7. **Insurance.** The parties at their own respective costs shall carry sufficient insurance, or programs of self-insurance (general liability, workers' compensation, and auto liability), adequate to cover any claims arising from their respective activities under this Agreement.
8. **Force Majeure.** Neither party shall be liable for damages suffered by the other party because of University's or Shelter's failure to perform if failure is due to any cause beyond that party's control.
9. **Relationship of the Parties.** The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, or representative of the other in their relationship under this Agreement.
10. **Use of University's Name.** Shelter shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
11. **Notice.** Any notice, request, or inquiry regarding the provisions of this Agreement, its termination, or similar matters shall be directed to the appropriate party at the following address:

UNIVERSITY (regarding contracts)
 Valerie A. Roque
 Business & Revenue Contracts
 University of California, Davis
 One Shields Ave.
 Davis, CA 95616
 E-mail: vroque@ucdavis.edu

SHELTER (regarding contracts)
 Pamela Hogan
 Development Coordinator
 Riverside County Dept. of Animal Services
 6851 Van Buren Boulevard
 Jurupa Valley, CA 92509
 E-mail: phogan@rivco.org

UNIVERSITY (regarding project)
 Karol Tapias
 School of Veterinary Medicine
 University of California, Davis
 One Shields Ave.
 Davis, CA 95616
 E-mail: ketapias@ucdavis.edu

12. **University's Right to Use Data.** University shall have the unrestricted right to use for its own purposes, including publication, any data or information which may be developed, provided by or arising in connection with the performance of this Agreement.
13. **Governing Law.** This Agreement shall be construed pursuant to California law.
14. **Federal Exclusion Warranty.** Shelter warrants that it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Champus programs (<http://exclusions.oig.hhs.gov/search.html>) and the Federal Procurement and Nonprocurement Programs (<https://www.sam.gov/index.html/##11#1>). This agreement shall be

subject to immediate termination in the event that Shelter is excluded from participation in any federal healthcare or procurement program.

15. **Termination.** University may terminate this Agreement at any time by giving Shelter thirty (30) calendar days' written notice of such action.

16. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

RIVERSIDE COUNTY DEPT. OF ANIMAL
SERVICES

THE REGENTS OF THE

UNIVERSITY OF CALIFORNIA

By: _____
(authorized signature)

By: _____

Print name: _____

UC Davis

Title: _____

Date: _____

Date: _____

Exhibit A

Scope of Work

1. Purpose of work: *Riverside County Dept. of Animal Services will answer a baseline shelter profile questionnaire as well as share 5 years of historical intake and outcome data (2017-2021) and 5 years of subsequent year(s) intake and outcome data (2022-2026) to UC Davis Koret Shelter Medicine Program in support of the California for All Animals (CA4AA) program.*
2. Responsibilities and obligations: *Shelter responsibilities include: 1) submit 5 years of intake and outcome data; 2) submit each subsequent year annually by the end of the first quarter; 3) performing record keeping as required by CA4AA; and 4) complete annual survey.*

KSMP will support the shelter in complying with any of the data requirements.
3. Term: *Work will be completed during the contract period of February 14, 2022 through January 31, 2027.*
4. Location of work to be performed: *6851 Van Buren Boulevard, Jurupa Valley, CA 92509*
5. Deliverables: *Annual intake and outcome data reports and surveys will be required for the life of the program.*
6. Total cost of the services: *Total of services not to exceed \$5,000.*
7. Payment schedule: *Payment will be upon execution of the agreement.*