

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



ITEM: 3.2
(ID # 20656)

MEETING DATE:

Tuesday, January 31, 2023

FROM : ANIMAL SERVICES:

SUBJECT: ANIMAL SERVICES: Accept and Approve the University of California, Davis Grant Agreement between the Department of Animal Services and the University of California, Davis; All Districts. [\$329,000 Total Cost - Grant Revenue 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. **Accept** the grant in the amount of \$329,000 from University of California, Davis to create a high-quality, high-volume spay/neuter program;
2. **Approve** the Grant Agreement between University of California, Davis and the County of Riverside (Grant Agreement) in the amount of \$329,000;
3. **Authorize** the Director of Animal Services to execute the attached Grant Agreement on behalf of the County of Riverside; and
4. **Authorize** the Director of Animal Services, or designee, to take all necessary steps to implement and administer the Grant Agreement.

ACTION: Policy

Erin Gettis, Director of Animal Services

1/23/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: January 31, 2023
xc: Animal Services

Kimberly Rector
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	\$ 329,000	\$ 0	\$ 329,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% University of California, Davis			Budget Adjustment: No	
			For Fiscal Year: 22/23	

C.E.O. RECOMMENDATION: Approved

BACKGROUND:

Summary

The Department of Animal Services (DAS) applied for a grant through the University of California, Davis (Davis) to implement high-quality, high volume spay/neuter (HQHVSN) through DAS. DAS was awarded \$329,000 to carry out implementation of a HQHVSN program (Program).

Implementation of the Program includes, but is not limited to, HQHVSN training for veterinarians, outfit the surgical suites at the Western Riverside County/City Animal Shelter and Coachella Valley Animal Campus with proper tools to implement the Program, funding a temporary animal services representative for one year to support the Program, and developing software to streamline the process.

Impact on Residents and Businesses

The grant funding will have a positive impact for Riverside County's residents and their pets. Funding will provide DAS veterinarians the opportunity to learn high-quality, high volume spay/neuter techniques. In light of the national and local veterinarian shortage and the large volume of animals at intake at DAS a HQHVSN program has become a necessity. Providing this training will enable the DAS veterinarians to alter a higher volume of animals, thereby reducing animal overpopulation over time.

ATTACHMENTS:

- University of California, Davis Grant Agreement


 Jason Farin, Principal Management Analyst 1/24/2023

SHELTER SERVICES AGREEMENT
(Riverside County Department of Animal Services)

THIS SHELTER SERVICES 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 DEPARTMENT OF ANIMAL SERVICES (“**Shelter**”) in connection with the California for All Animals statewide animal shelter assistance program (“**Program**”).

The parties agree as follows:

1. **Shelter Services.** Shelter shall adhere to the scope of work described in “**Exhibit A**”, attached hereto and by this reference made a part hereof (collectively the “**Services**”). University shall reimburse Shelter for costs (“**Expenses**”) pursuant to Section 2 below and as outlined in Exhibit A. “**Deliverables**” shall consist of report(s) and photographs, as applicable, 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.
2. **Payment by University.** In consideration of Shelter’s Expenses as described in Exhibit A, Facility shall pay Shelter an amount not to exceed \$329,000 upon invoice from Shelter and final signature of this Agreement. Payment questions should be addressed to Nancy Bei at telephone number (530) 754-9183 or at e-mail address nmbei@ucdavis.edu.
3. **Term.** Services shall be rendered from December 15, 2022 through December 14, 2023.
4. **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.
5. **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.
6. **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.

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 Department 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. **Audit Requirements.** The Agreement, and any pertinent records involving activities related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. Shelter hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by University and any duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration of this Agreement.
16. **Termination.** University may terminate this Agreement at any time by giving Shelter thirty (30) calendar days' written notice of such action. If this Agreement is terminated, Shelter shall retain any funds expended or committed for the purposes of this Agreement and will return any unexpended funds.
17. **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
DEPARTMENT 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 the work: *Riverside County Department of Animal Services will partner with Best Friends Animal Society to co-sponsor a HQHVSN Trainer to provide an on-site HQHVSN Course in Riverside County.*
2. Roles and responsibilities of each party: *Riverside County Department of Animal Services will increase the regional capacity for spay/neuter by partnering with Best Friends Animal Society to sponsor a HQHVSN training, with six trainings total during the year. This will lead to the completion of 40 surgeries per training, plus 10% more surgeries annually than prior year average. No university equipment will be used.*
3. Dates and times will the work be completed: *Work will be completed during the contract period of December 15, 2022 through December 14, 2023.*
4. Location where work will be performed: *Programming may take place at any of the following Riverside County Department of Animal Services shelter facilities and in the community as appropriate and at the discretion of RCDAS.*
 - *Western Riverside County/City Animal Shelter - 6851 Van Buren Blvd, Jurupa Valley, CA 92509*
 - *Coachella Valley Animal Campus – 72-050 Pet Land Place, Thousand Palms, CA 92276*
5. Required deliverables: *One final report will be required upon completion of the program. Additional touch points during the grant will be discussed with project officer. Organization is asked to keep track of the total number of surgeries per species used with grant funds, number of veterinary and nonveterinary staff trained, total amount spent on supplies and equipment, and number of spay/neuter events held.*
6. Project milestones: *Program pilot to be completed by December 14, 2023.*

7. Total cost of the services: *Total of services not to exceed \$329,000. No construction costs will be funded through this grant.*

Items:

• <i>HQHVSN Trainer</i>	<i>\$2,250</i>
• <i>ASR - Chameleon Input</i>	<i>\$63,750</i>
• <i>Overhead lights- 2 shelters</i>	<i>\$60,000</i>
• <i>Stations- West Riverside</i>	<i>\$60,000</i>
• <i>Stations- CVAC</i>	<i>\$120,000</i>
• <i>Software Development</i>	<i>\$20,000</i>
• <i>Annual Contract</i>	<i>\$3,000</i>

Total expenses: \$329,000

8. Payment schedule: *Payment will be upon execution of the agreement.*

9. Anticipated additional work: *Additional work is not anticipated at this time.*