

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



ITEM: 3.18
(ID # 25918)

MEETING DATE:
Tuesday, November 05, 2024

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. [\$5,000 Total Cost - Grant Revenue 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. **Accept** the grant in the amount of \$5,000 from University of California, Davis to provide return to home services; and
2. **Approve** the grant agreement between the University of California, Davis and the County of Riverside (grant agreement) in the amount of \$5,000; and
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 implement the Agreement.

ACTION: Policy


Kim Youngberg 10/23/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, 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: November 5, 2024
xc: Animal Services

Kimberly A. 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	\$ 5,000.00	\$ 0	\$ 5,000.00	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% University of California, Davis			Budget Adjustment:	No
			For Fiscal Year:	24/25

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Department of Animal Services (DAS) applied for a grant through the University of California, Davis (Davis) to provide return to home services through DAS. DAS was awarded \$5,000 to carry out the program. The following practices are used in the program: Animals are returned in the field rather than at the shelter; Return to Home policies and lost/found techniques are marketed to the community; Organization embraces a culture of Return to Home; Organization works with community to help facilitate Return to Home; and Technology is used to help reunite pets and owners.

Impact on Residents and Businesses

The Department of Animal Services mission is, "Working together to improve Riverside County for people and animals." The Department is focused on keeping pets and people together. The community is encouraged to utilize social media and neighborhood communication programs to return stray animals' home to the owners before the animals are impounded.

ATTACHMENTS:

University of California, Davis Grant Agreement





Douglas Cordonez Jr. 10/29/2024 Bruce G. Fordon 10/24/2024



George Trindle, Chief ASST COUNTY COUNSEL 10/28/2024

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 # _____

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 \$5,000 upon 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 July 15, 2024 through July 14, 2025.
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

UCD # _____

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NOV 05 2024

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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. **Contract Compliance.** As applicable, if this Agreement is funded wholly or in part with by a grant or contract from an agency of any state or federal government, Shelter shall comply with all terms and conditions applicable to recipients of such funds and their contractors.
12. **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)
Steven Kobayashi
Business & Revenue Contracts
University of California, Davis

One Shields Ave.
Davis, CA 95616
E-mail: stkobayashi@ucdavis.edu

SHELTER (regarding contracts)
Thaiese Sermons-Krishnan
Administrative Services Analyst
Riverside County Department of Animal
Services
6851 Van Buren Boulevard,
Jurupa Valley, CA 92509
E-mail: tskrishn@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

13. **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.

Exhibit A

Scope of Work

1. Purpose of the work: *Riverside County Department of Animal Services will receive funding for return to home services.*
2. Roles and responsibilities of each party: *Riverside County Department of Animal Services will provide historical data from 2019 to 2023, and annual data through 2026 to UC Davis Koret Shelter Medicine Program in support of the California for All Animals (CA4AA) program. KSMP will support the shelter to comply with data requirements. No University equipment will be used.*
3. Dates and times will the work be completed: *Work will be completed during the contract period of July 15, 2024 through July 14, 2025.*
4. Location where work will be performed: *6851 Van Buren Boulevard, Jurupa Valley, CA 92509*
5. Required deliverables: *One additional report will be requested by Maddie's Fund at a later date to be determined by Maddie's Fund. UC Davis will check in at the end of the grant term regarding the status of the recommended scope of work.*
6. Project milestones: *Program pilot to be completed by July 14, 2025.*
7. Total cost of the services: *Total of services not to exceed \$5,000. No construction costs will be funded through this grant.*

Items

Return to home services \$5,000

Total expenses: \$5,000

8. Payment schedule: *Payment will be upon execution of the agreement.*
9. Anticipated additional work: *Additional work is not anticipated at this time.*

14. **Governing Law.** This Agreement shall be construed pursuant to California law.

15. **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.

16. **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.

17. **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.

18. **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: _____

FORM APPROVED COUNTY COUNSEL

UCD # _____

BY Bruce G. Fordon 9-4-24
BRUCE G. FORDON DATE

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UC Davis Agreement # _____

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are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.

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Administrative Services Analyst
Riverside County Department of Animal
Services
6851 Van Buren Boulevard,
Jurupa Valley, CA 92509
E-mail: tskrishn@rivco.org

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

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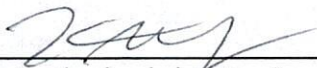
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AGREED:

RIVERSIDE COUNTY
DEPARTMENT OF ANIMAL SERVICES

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: 
(authorized signature)

By: _____

Print name: Kimberly Youngberg

UC Davis

Title: Interim Director

Date: 11/13/24

Date: _____

FORM APPROVED COUNTY COUNSEL

UCD # _____

BY:  9-4-24
BRUCE G. FORDON DATE

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