

UC Davis Agreement # \_\_\_\_\_

**SERVICES AGREEMENT**

(County of Monterey through its Health Department Animal Services Division)

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 COUNTY OF MONTEREY THROUGH ITS HEALTH DEPARTMENT ANIMAL SERVICES DIVISION (“**Shelter**”) in connection with the California of All Animals statewide animal shelter assistance program (“**Program**”).

The parties agree as follows:

1. **Shelter Services.** Shelter shall (i) provide answers to a baseline shelter profile questionnaire; (ii) submit five (5) years of historical data (2017 to 2021); (iii) submit each subsequent year(s) annually (2021 to 2025) by the end of the first quarter; (iv) perform record keeping as required by the Program; and (v) complete annual survey (“**Services**”), as more fully described in “**Exhibit A**”, attached and by this reference made a part hereof. University shall reimburse Shelter for cat cages (“**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.
2. **Payment by University.** In consideration of Shelter’s Expenses as described in Exhibit A, Facility shall pay Shelter an amount not to exceed \$5000 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](mailto:nmbei@ucdavis.edu).
3. **Term.** Services shall be rendered from February 14, 2022 through January 31, 2027.
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](mailto:vroque@ucdavis.edu)

SHELTER (regarding contracts)  
Cindy Burnham  
Administrator  
County of Monterey through its Health  
Department Animal Services Division  
160 Hitchcock Rd  
Salinas, CA 93908  
E-mail: [burnhamc1@co.monterey.ca.us](mailto:burnhamc1@co.monterey.ca.us)

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

12. **Intellectual Property Ownership.** Shelter acknowledges and agrees that any Deliverables provided to University by Shelter in the performance of the Agreement, and

any intellectual property rights therein, will be owned by University. The Deliverables will be considered “work made for hire” under U.S. copyright law and all right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by University. In the event that it is determined that University is not the owner of such Deliverables under the “work made for hire” doctrine of U.S. copyright law, Shelter hereby irrevocably assigns to University all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.

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:

COUNTY OF MONTEREY THROUGH ITS  
HEALTH DEPARTMENT ANIMAL  
SERVICES DIVISION  
LEGAL NAME

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

By: \_\_\_\_\_  
(authorized signature)

By: \_\_\_\_\_

Print name: \_\_\_\_\_

UC Davis

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form

By: *Katherine A. Hansen*  
(authorized signature)

Approved as to Fiscal Provisions

By: *Gary Giboney*  
(authorized signature)

Print name: Katherine A. Hansen

Print name: Gary Giboney

Title: Deputy Counsel Counsel

Title: Gary Giboney

UCD # \_\_\_\_\_

Date: 5/9/2022 | 3:35 PM PDT

Date: 5/9/2022 | 4:01 PM PDT

**Exhibit A**

Scope of Work

1. Purpose of work: *Shelter will answer a baseline shelter profile questionnaire as well as share 5 years of historical data (2017-2021) and 5 years of annual 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 historical 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 to comply 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: *160 Hitchcock Rd, Salinas, CA 93908*
5. Deliverables: *Annual 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.*
8. Work product Ownership: *The University will own rights to products resulting from service provided.*