

UC Davis Agreement # _____

SHELTER SERVICES AGREEMENT

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

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 C O U N T Y O F M O N T E R E Y T H R O U G H I T S H E A L T H D E P A R T M E N T A N I M A L S E R V I C E S D I V I S I O N (“**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 \$190,030 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.
3. **Term.** Services shall be rendered from November 9, 2022 through November 8, 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)
Cindy Burnham
Animal Services Administrator
County of Monterey through its Health
Department Animal Services Division
160 Hitchcock Rd
Salinas, CA 93908
E-mail: 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

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 Civilian Health and Medical Program of the Uniformed Services 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

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: _____
(authorized signature)

By: _____

Print name: _____

UC Davis

Title: _____

Date: _____

Date: _____

DocuSigned by:
Shane Strong
F631FE484254499...

Shane Strong

Office of County Counsel

10/20/2022 | 12:04 PM PDT

DocuSigned by:
Jennifer Forsyth
4E7E657875454AE...

Jennifer Forsyth

Auditor-Controller Analyst II

10/21/2022 | 8:22 AM PDT

UCD # _____
Page 3 of 4

Exhibit A

Scope of Work

1. Purpose of the work: *County of Monterey through its Health Department Animal Services Division will receive funds for return to owner fees, staffing, digital X-ray machine, cat deterrents, mediation center, front office scanners, ACO computers and desks, website redesign, and supplies for field services. This will enable them to become a resource center for their community and their animals.*
2. Roles and responsibilities of each party: *County of Monterey through its Health Department Animal Services Division will utilize the funds received to become a resource center for their community. No university equipment will be used.*
3. Dates and times the work will be completed: *Work will be completed during the contract period of November 9, 2022 through November 8, 2023.*
4. Location where work will be performed: *160 Hitchcock Rd, Salinas, CA 93908*
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.*
6. Project milestones: *Program pilot to be completed by November 8, 2023.*
7. Total cost of the services: *Total of services not to exceed \$190,030. No construction costs will be funded through this grant.*

Items

• Waive RTO Fees	\$45,271
• Rescue Program Coordinator	\$37,669
• Digital X-Ray Machine	\$51,300
• Cat Deterrents	\$6,300
• Mediation Center	\$5,250
• Front Office Scanners	\$600
• Website Redesign	\$10,000
• Portable Scanners	\$1,300
• Trail Cameras	\$875
• Infrared Thermometers	\$325
• Bark Collars	\$4,000
• Zip Line Trolleys	\$1,290
• Dog Houses	\$4,250
• ACO Field Computers	\$10,349.15
• ACO Report Writing Desks	\$9,650.85
• Dog Traps	\$1,600

Total expenses: \$190,030

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