

SILICON VALLEY
ANIMAL CONTROL AUTHORITY

AGENDA ITEM

California For All Animals Grant

RECOMMENDED MOTION

That the Board of Directors receive and file the California For All Animals/UC Davis Koret Shelter Medicine Program (KSMP) Grant.

DISCUSSION

Staff is pleased to report that a grant application to California For All Animals was approved in the amount of \$23,460. The Grant's purpose is to reduce euthanasia of healthy and treatable animals in shelters. SVACA's grant comes under California For All Animals' *Intake Management and Community Support* portion of their Spring Forward Grants and outlined our TransFUR Project which was created to bring animals in from local shelters for adoption.

Staff recommends using the funds to spay and neuter the animals, additional medical care when necessary, medical supplies, and staffing costs for all animals brought to SVACA.

The reporting requirement for the Spring Forward Grant consists of a final report upon completion of the grant cycle, outlining the work done.

As part of the application process, SVACA was also awarded a Welcome Grant in the amount of \$5,000.

The reporting requirement for the Welcome Grant consists of submission of a baseline shelter profile questionnaire as well as the sharing of five years of historical intake and outcome data, to be submitted annually, as well as completion of an annual survey.

California For All Animals exists to unite and amplify the work of California shelters to achieve a shared goal of matching every animal in need with the right outcome through the right care, delivered at the right time. They offer expert-led training, grants, and a network of shelter teams passionate about implementing best practices and work with stakeholders statewide, developing criteria, procedures, and accountability. More information can be found at www.californiaforallanimals.com.

DOCUMENTS ATTACHED

UCD #A68939 Koret Shelter Medicine SVACA TransFUR Project Grant Agreement
UCD #A67290 Koret Shelter Medicine SVACA Welcome Grant Agreement

SHELTER SERVICES AGREEMENT
(Silicon Valley Animal Control Authority)

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 SILICON VALLEY ANIMAL CONTROL AUTHORITY (“**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 \$23,460 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 September 1, 2022 through August 31, 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)
Janet Alexander
Outreach Coordinator
Silicon Valley Animal Control Authority
3370 Thomas Rd
Santa Clara, CA 95054
E-mail: janet@svaca.com

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:

SILICON VALLEY ANIMAL CONTROL AUTHORITY THE REGENTS OF THE

UNIVERSITY OF CALIFORNIA

By: Janet Alexander
(authorized signature)

Print name: Janet Alexander

Title: Outreach Coordinator, SVACA

Date: 8/23/2022

By: Steven Kobayashi Digitally signed by Steven Kobayashi
Date: 2022.08.29 10:36:27 -07'00'

Steven Kobayashi, Associate Director
Business & Revenue Contracts
UC Davis

Date: August 29, 2022

Exhibit A

Scope of Work

1. Purpose of the work: *Silicon Valley Animal Control Authority will receive funds to support their increased need for veterinary care and staffing while they implement their TransFUR Project.*
2. Roles and responsibilities of each party: *Silicon Valley Animal Control Authority will utilize the funds received for veterinary care and staffing. No university equipment will be used.*
3. Dates and times will the work be completed: *Work will be completed during the contract period of September 1, 2022 through August 31, 2023.*
4. Location where work will be performed: *3370 Thomas Rd, Santa Clara, CA 95054*
5. Required deliverables: *One final report will be required upon completion of the grant. Additional touch points during the grant will be discussed with project officer.*
6. Project milestones: *Program pilot to be completed by August 31, 2023.*
7. Total cost of the services: *Total of services not to exceed \$23,460. No construction costs will be funded through this grant.*
 - *Items*
 - *Veterinary care - Medication, syringes, lab work* \$1,400
 - *Veterinarian* \$5,760
 - *Outreach staffing* \$5,160
 - *Medical staffing (2 RVTs)* \$8,640
 - *Veterinary care - Minor surgical repairs* 2,500

Total expenses: \$23,460
8. Payment schedule: *Payment will be upon execution of the agreement.*
9. Anticipated additional work: *Additional work is not anticipated at this time.*

SERVICES AGREEMENT
(Silicon Valley Animal Control Authority)

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 SILICON VALLEY ANIMAL CONTROL AUTHORITY (“**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 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.
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 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 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.
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Valerie A. Roque

Business & Revenue Contracts
University of California, Davis
One Shields Ave.
Davis, CA 95616
E-mail: vroque@ucdavis.edu

SHELTER (regarding contracts)
Janet Alexander Thompson

Outreach Coordinator
Silicon Valley Animal Control Authority
3370 Thomas Rd
Santa Clara, CA 95054
E-mail: janet@svaca.com

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

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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:

SILICON VALLEY ANIMAL CONTROL AUTHORITY THE REGENTS OF THE

UNIVERSITY OF CALIFORNIA

By: Janet Alexander
(authorized signature)

Print name: Janet Alexander

Title: Outreach Coordinator

Date: 6/14/2022

DocuSigned by:
Valerie Roque
4368EA9F2447487...
Valerie A. Roque, J.D.
Contract Administrator III
Business & Revenue Contracts
UC Davis

Date: 6/28/2022

Exhibit A

Scope of Work

1. Purpose of work: *Silicon Valley Animal Control Authority 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 in complying with any of the data requirements and will install portals onsite.
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: *3370 Thomas Rd, Santa Clara, CA 95054*
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.*