



City of Needles, California Request for Council Action

☒ CITY COUNCIL ☐ NPUA ☐ BOARD OF PUBLIC UTILITIES
☒ Regular ☐ Special

Meeting Date: October 10, 2023

Title: Ratify the City Manager's Signature for the California for All Animals
Statewide Animal Shelter Services Agreement dated October 5, 2023

Background: California for All Animals offers a Welcome Grant in the amount of \$5,000 to fund general operating expenses of municipal and private shelters. The city of Needles on behalf of the Needles Animal Shelter applied for the program in late September 2023.

On October 4th, the city was awarded the \$5,000 Welcome Grant. The one-time award of \$5,000 can be used for general operating expenses of the Needles Animal Shelter. Funds cannot be used for construction costs.

Fiscal Impact: \$5,000 increase in FY24 Animal Control general fund expenditures.

Recommended Action: Ratify the City Manager's Signature for the California for All Animals Statewide Animal Shelter Services Agreement dated October 5, 2023

Submitted By: Rainie Torrance, Utility Manager

City Management Review: R. Torrance

Date: 10/5/23

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 12

SHELTER SERVICES AGREEMENT
(City of Needles)

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 CITY OF NEEDLES ("**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 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 October 10, 2023 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. **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)

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

SHELTER (regarding contracts)

Rainie Torrance
Utility Manager
City of Needles
817 3rd St
Needles, CA 92363
E-mail: rtorrance@cityofneedles.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

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.
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:

CITY OF NEEDLES

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: 
(authorized signature)

By: _____

Print name: Patrick Martinez

UC Davis

Title: City Manager

Date: 10-5-2023

Date: _____

Exhibit A

Scope of Work

1. Purpose of the work: *City of Needles will receive funds for general operating expenses.*
2. Roles and responsibilities of each party: *City of Needles will provide historical data from 2018 to 2022, 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.*
3. Dates and times will the work be completed: *Work will be completed during the contract period of October 10, 2023 through January 31, 2027.*
4. Location where work will be performed: *817 3rd St, Needles, CA 92363*
5. Required deliverables: *Annual data reports will be required for the life of the program.*
6. Total cost of the services: *Total of services not to exceed \$5,000. No construction costs will be funded through this grant.*
7. Payment schedule: *Payment will be upon execution of the agreement.*
8. Anticipated additional work: *Additional work is not anticipated at this time.*