



## CITY OF NEEDLES, CALIFORNIA STAFF REPORT

**MEETING TYPE:** Regular City Council

**MEETING DATE:** January 9, 2024

**TITLE:** Ratify the City Managers signature dated December 19, 2023, accept the Regents of the University of California grant for the City of Needles Animal Shelter award and authorize an FY 24 budget adjustment in the amount of \$112,000

**BACKGROUND:** The City was notified that the applicant submitted to California for All Animals in September 2023 for funding to implement a Trap, Neuter, Release (TNR) Program to humanely and effectively manage the free-roaming cats in Needles was awarded \$112,000.

The funding awarded will provide 1 new vehicle to transport animals to a veterinarian, 1 new part-time employee (1-year term), TNR program supplies (traps, trap covers, tarps, gloves, etc.), veterinary services (up to 200 animals), and public education.

The proposed TNR program will improve the areas in where domestic and non-domestic cats are found, reduce diseases, and provide a better quality of life for the community cats. The goal is to eliminate euthanasia at our Animal Shelter by providing an alternative for captured free-roaming cats and increasing adoption rates of those able to be rehomed.

The City's Animal Shelter does not have a current TNR program due to vehicle, budget, and staffing limitations. This grant award is the first funding for the Animal Shelter to do a TNR program and is a one-year pilot project.

**FISCAL IMPACT:** California for All Animals provides the entire grant funding upfront, so no reserves will be utilized.

**ENVIRONMENTAL  
IMPACT:** N/A

**RECOMMENDED  
ACTION:** Ratify the City Manager's signature dated December 19, 2023, accept the Regents of the University of California grant for the City of Needles Animal Shelter award, and authorize an FY 24 budget adjustment in the amount of \$112,000

Rainie Torrance, Utility Manager

**SUBMITTED BY:**

City Manager Approval:  Date: 1/11/24

Other Department Approval (when required): \_\_\_\_\_ Date: \_\_\_\_\_

**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 \$112,000 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](mailto:nmbei@ucdavis.edu).
3. **Term.** Services shall be rendered from January 1, 2024 through December 31, 2024.
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)  
Steven Kobayashi  
Business & Revenue Contracts  
University of California, Davis  
One Shields Ave.  
Davis, CA 95616  
E-mail: [stkobayashi@ucdavis.edu](mailto:stkobayashi@ucdavis.edu)

SHELTER (regarding contracts)  
Rainie Torrance  
Utility Manager  
City of Needles  
817 3rd St,  
Needles, CA 92363  
E-mail: [rtorrance@cityofneedles.com](mailto: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](mailto: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: Patrick Martinez  
(authorized signature)

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

Print name: PATRICK MARTINEZ

UC Davis

Title: City Manager

Date: 12/19/23

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

## Exhibit A

### Scope of Work

1. Purpose of the work: *City of Needles will receive funds for a transport vehicle, a part-time Animal Control Officer, spay/neuter surgeries, TNR supplies, and staff continued education to support their TNR program and the people in their community.*
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. No University equipment will be used.*
3. Dates and times will the work be completed: *Work will be completed during the contract period of January 1, 2024 through December 31, 2024*
4. Location where work will be performed: *817 3rd St, Needles, CA 92363*
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 December 31, 2024.*
7. Total cost of the services: *Total of services not to exceed \$112,000. No construction costs will be funded through this grant.*

• Vehicle and fuel	\$70,000
• Staffing	\$27,500
• Staff continued education	\$5,000
• TNR program supplies	\$5,000
• Spay/Neuter surgeries	\$4,500

*Total expenses: \$112,000*

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