

**SHELTER SERVICES AGREEMENT**  
(Contra Costa County, On Behalf Of Its Animal Services Department)

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 CONTRA COSTA COUNTY, ON BEHALF OF ITS ANIMAL SERVICES DEPARTMENT (“**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 \$200,000 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](mailto:nmbei@ucdavis.edu).
3. **Term.** Services shall be rendered from September 1, 2022 through August 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.** Neither party shall use the name or mark of the other party in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of the other party.
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)  
 Beth Ward  
 Director  
 Contra Costa County  
 4800 Imhoff Pl  
 Martinez, CA 94553  
 E-mail: [beth.ward@asd.cccounty.us](mailto:beth.ward@asd.cccounty.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. **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.** Either party may terminate this Agreement at any time by giving the other 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.

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:

CONTRA COSTA COUNTY, ON  
BEHALF OF ITS ANIMAL  
SERVICES DEPARTMENT

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

By:   
(authorized signature)

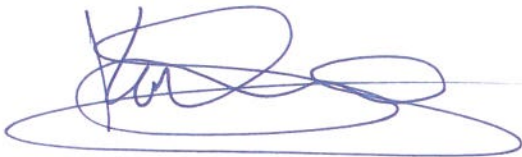
By:   
STEVEN KOBAYASHI, ASSOCIATE DIRECTOR  
BUSINESS & REVENUE CONTRACTS  
UC Davis

Print name: BETH WALCO

Title: DIRECTOR

Date: 11/1/22

Date: October 21, 2022



  
Cynthia L. Shehorn, CPPB 11-9-22  
Public Works Division  
Purchasing Department  
Contra Costa County

**Exhibit A**

**Scope of Work**

1. Purpose of the work: *Contra Costa County will create and implement a marketing and communication plan to help educate their community about their available services, provide staff development, and will bring on board a position (independent contractor) to help connect with the community.*
2. Roles and responsibilities of each party: *Contra Costa County will implement their "Building a New Foundation" program, where they will provide their staff with development, will bring on a new position (independent contractor) that will help to connect with the community, and will implement a marketing and communication plan. Contra Costa County will 1) submit 5 years of intake and outcome data; 2) submit each subsequent year annually by the end of the first quarter; and 3) perform record keeping as required by CA4AA. 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, 2024.*
4. Location where work will be performed: *4800 Imhoff Pl, Martinez, CA 94553*
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. Annual intake and outcome data reports and surveys will be required for the life of the program.*
6. Project milestones: *Program pilot to be completed by August 31, 2024.*
7. Total cost of the services: *Total of services not to exceed \$200,000. No construction costs will be funded through this grant.*

○ Items	▪ Marketing	\$35,000
	▪ Independent Contractor	\$120,000
	▪ Strategic Plan/Leadership Development Project	\$45,000

*Total expenses: \$200,000*
8. Payment schedule: *Payment will be upon execution of the agreement.*
9. Anticipated additional work: *Additional work is not anticipated at this time.*