

EXHIBIT NO. 1

UC Davis Agreement # A68945

SHELTER SERVICES AGREEMENT
(City of Carson)

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 CARSON (“**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 \$15,000 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 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.** Each Party (The “Indemnifying Party”) agrees to defend, indemnify and hold harmless and the other party and its officers, agents, students and employees, and each of them (the “Indemnified Party”), from and against any and all liability, loss, expense, attorneys’ fees, or claims for injury or damages arising from negligent or wrongful acts or omissions of the Indemnifying Party or its officers, agents, or employees in 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 wrongful 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)
Gina Trinidad
Admin Analyst
City of Carson
701 E Carson St
Carson, CA 90745
E-mail: gtrinidad@carsonca.gov

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, with the exception of any data or information developed, provided, obtained, or maintained by Shelter that: (i) is protected, privileged or confidential under applicable law, including but not limited to City logos and intellectual property and third party privacy rights; (ii) is not a public records within the meaning of the California Public Records Act ("CPRA"); or (iii) is within the scope of any exemption to disclosure of records that is set forth or provided for in the California Public Records Act.

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:

CITY OF CARSON

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: *Lula Davis Holmes*
Lula Davis-Holmes, Mayor

By: Steven Kobayashi Digitally signed by Steven Kobayashi
Date: 2022.09.13 08:15:48 -07'00'

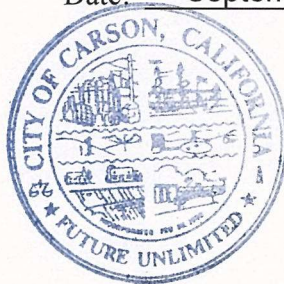
Date : _____
Attest: *K. Bradshaw*
By: Khaleah Bradshaw- City Clerk

Steven Kobayashi, Associate Director
Business & Revenue Contracts
UC Davis

Date : _____
Approved as to form:
By: *Sonny Soltani*
Sonny Soltani - City Attorney

Date: September 13, 2022

Date: October 28, 2022



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AGREED:

CITY OF CARSON

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: _____
(authorized signature)

Print name: _____

Title: _____

Date: _____

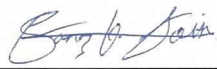
Digitally signed by Steven
Kobayashi
Date: 2022.09.13 08:15:48 -07'00'

By: **Steven Kobayashi** _____

Steven Kobayashi, Associate Director
Business & Revenue Contracts
UC Davis

Date: September 13, 2022

Approved as to content:



Sunny Soltani, City Attorney

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AGREED:

CITY OF CARSON

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: _____
(authorized signature)

Print name: _____

Title: _____

Date: _____

By: **Steven Kobayashi** _____
Digitally signed by Steven Kobayashi
Date: 2022.09.13 08:15:48 -07'00'

Steven Kobayashi, Associate Director
Business & Revenue Contracts
UC Davis

Date: September 13, 2022

Exhibit A

Scope of Work

1. Purpose of the work: *City of Carson will provide animal kits and supplies, as well as vouchers for spay/neuter surgeries and medical care to those who are low-income in their community.*
2. Roles and responsibilities of each party: *City of Carson will support the low-income people in their community by distributing spay/neuter and medical care vouchers, as well as animal kits and supplies. 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: *701 E Carson St, Carson, CA 90745*
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 \$15,000. No construction costs will be funded through this grant.*
 - *Items*

▪ <i>Puppy/Kitten kits/supplies</i>	<i>\$5,000</i>
▪ <i>Vouchers for spay/neuter, medical care</i>	<i>\$10,000</i>
 - Total expenses: \$15,000*
8. Payment schedule: *Payment will be upon execution of the agreement.*
9. Anticipated additional work: *Additional work is not anticipated at this time.*