

GRANT AGREEMENT

(City of Carson)

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 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 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. 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 within thirty (30) calendar days of 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 July 19, 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.** Each Party (the “Indemnifying Party”) agrees to defend, indemnify and hold harmless the other party and its officers, agents 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, 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. **Governing Law.** This Agreement shall be construed pursuant to California law.
13. **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.

14. **Termination.** Either University or Shelter may terminate this Agreement at any time by giving the other party thirty (30) calendar days' written notice of such action.

15. **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: _____ By: _____

Print name: Lula Davis-Holmes

Valerie A. Roque, J.D.
Contract Administrator III
Business & Revenue Contracts
UC Davis

Title: Mayor

Date: _____

Date: _____

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney

[ndp]

Exhibit A

Scope of Services

1. Services: *City of Carson Animal Control Officer shall send animals to LA County Animal Care and Control/Carson Shelter, 216 W. Victoria Street, Gardena, CA 90248.*
2. Term: *Services will be completed during the contract period of July 19, 2022 through January 31, 2027.*
3. Location of Services to be performed: *701 E Carson St, Carson, CA 90745*
4. Total cost of the Services: *Total of services not to exceed \$5,000.*
5. Payment schedule: *Payment will be within 30 days of execution of the agreement.*