

## **7. California for All Animals Grant Award**

### **Recommendation:**

It is recommended that the Mayor and City Council of the City of San Bernardino, California, adopt Resolution No. 2024-001:

1. Accepting a grant award in the amount of \$125,000 from UC Davis for animal services programs; and
2. Authorizing the City Manager to conduct all negotiations, signings, and submittals of all necessary documents to receive the grant award; and
3. Authorizing the Director of Finance and Management Services to amend the FY 2023/24 Budget to appropriate \$125,000 of the grant funding in both revenues and expenditures for animal shelter programs and services.



## CONSENT CALENDAR

### City of San Bernardino Request for Council Action

**Date:** January 17, 2024

**To:** Honorable Mayor and City Council Members

**From:** Charles A. Montoya, City Manager;  
Kris Watson, Director of Animal Services

**Department:** Animal Services

**Subject:** **California for All Animals Grant Award**

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#### **Executive Summary**

On December 19, 2023, the UC Davis Koret Shelter Medicine Program awarded a California For All Animals grant award in the amount of \$125,000.00 to the City of San Bernardino Department of Animal Services. The award will be utilized to help pet owners secure veterinary care for their companion animals, including spay and neuter services, at participating veterinarians through a voucher program. There is no fiscal impact to the City for accepting the California for All Animals grant award.

#### **Background**

In 2021, Governor Newsom approved \$50 Million dollars in grant funding for the UC Davis Koret Shelter Medicine Program to distribute to animal shelter and animal control organizations in the State of California under the California for All Animals initiative. The goal of the grant funding is to reduce euthanasia of healthy and treatable animals impounded at shelters in California. Grant applications for this year were focused on

preventing intake and keeping pets in their homes, decreasing length of stay in the shelter, and increasing live outcomes through foster, adoption and return to home/community. This grant cycle was titled “More Pets and People Together” and the application period ran from September 15 through September 29, 2023.

### **Discussion**

The project proposal the Department submitted for the “More Pets and People Together” is focused on helping the community keep their pets, reducing impounds at the shelter and offering support to pet owners through a veterinary voucher program. The \$125,000.00 in grant funding will be utilized for vouchers that can be used by pet owners at multiple veterinarians throughout our region for spay, neuter, dental procedures, or other necessary veterinary medical care. The vouchers will be issued in amounts up to \$500.00 per pet to help owners in our community cover the cost of veterinary bills. The Department is in contact with veterinary offices in our region to secure their participation in this initiative.

### **2021-2025 Strategic Targets and Goals**

This project is consistent with Strategic Target No. 2: Focused, Aligned Leadership and Unified Community through community engagement and additional support for pet owners and Strategic Target No. 3: Improved Quality of Life for our residents and their pets by helping them secure needed veterinary care, including spay and neuter services at participating veterinarians in our region.

### **Fiscal Impact**

There is no fiscal impact to the general fund for this project. The budget for fiscal year 2023/24 will need to be amended to include the \$125,000 in grant funding.

### **Conclusion**

It is recommended that the Mayor and City Council of the City of San Bernardino, California, adopt Resolution No. 2024-001:

1. Accepting a grant award in the amount of \$125,000 from UC Davis for animal services programs; and
2. Authorizing the City Manager to conduct all negotiations, signings, and submittals of all necessary documents to receive the grant award; and
3. Authorizing the Director of Finance and Management Services to amend the FY 2023/24 Budget to appropriate \$125,000 of the grant funding in both revenues and expenditures for animal shelter programs and services.

### **Attachments**

1. Attachment 1: Notification of California for All Animals Grant Award 2023
2. Attachment 2: UC Davis Grant Agreement
3. Attachment 3: Resolution 2024-001

**Ward:**

All Wards

**Synopsis of Previous Council Actions:**

May 4, 2022	Mayor and City Council adopted Resolution No. 2021-75, accepting a \$5,000 California for All Animals welcome grant award from UC Davis.
August 17, 2022	Mayor and City Council adopted Resolution No. 2022-176, accepting \$200,000 in grant funding from UC Davis.

**From:** [Emily Leverentz](#)  
**To:** [Kristine Watson](#)  
**Cc:** [grants@californiaforallanimals.com](mailto:grants@californiaforallanimals.com); [Nadia Oseguera](#); [Rebecca L. Stuntebeck](#)  
**Subject:** Notification of California for All Animals Grant Award  
**Date:** Tuesday, December 19, 2023 2:37:08 PM

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Caution - This email originated from outside the City - Verify that the Email display name and Email address are consistent. - Use caution when opening attachments.

Hi Kris,

Thank you for submitting a More Pets and People Together Grants proposal on behalf of **San Bernardino City Animal Shelter**. I am pleased to notify you that your proposal has been selected as a grant recipient by the California for All Animals program. Although we could not fund the proposal in its entirety, we are able to provide a grant in the amount of **\$125,000 for a one-year term**.

Below is the recommended scope of work based on what you provided in the proposal and the recommendations made by the California for All Animals team and Advisory Council:

- Veterinary care vouchers

Based on your upcoming project, we would like to offer you the opportunity for ongoing collaboration with the Koret Shelter Medicine Program Outreach Team. They will be able to provide recommendations and brainstorm with you on the following areas of your project:

- Targeted approach to distributing veterinary care
- Tracking progress towards decreased intake/euthanasia

Next Steps:

- Reply to this email or reach us at **[grants@californiaforallanimals.com](mailto:grants@californiaforallanimals.com)** if you have any questions.
- Expect an email from me with the grant agreement and next steps to receive the funds.
- If you have not provided your 2018-2022 intake and outcome data, you may submit it [here](#).

Other Funding Opportunities:

- Are you interested in implementing double-compartment housing in your shelter? Learn more about double-compartment housing (also known as double-sided housing) [here](#) and complete [this brief form](#) if you are interested in connecting with a team member to discuss portal grant funding and installation support.

Congratulations on behalf of the UC Davis Koret Shelter Medicine Program!

All the best,

**Emily Leverentz**

*Program Coordinator*

UC Davis, Koret Shelter Medicine Program

eileverentz@ucdavis.edu

[www.sheltermedicine.com](http://www.sheltermedicine.com)

Time Zone: MST

**SHELTER SERVICES AGREEMENT**  
(San Bernardino City Animal Shelter)

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 SAN BERNARDINO CITY ANIMAL SHELTER (“**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 \$125,000 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)  
Kris Watson  
Director  
San Bernardino City Animal Shelter  
333 Chandler Pl,  
San Bernardino, CA 92408  
E-mail: [watson\\_kr@sbcity.org](mailto:watson_kr@sbcity.org)

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:

SAN BERNARDINO  
CITY ANIMAL SHELTER

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

By: \_\_\_\_\_  
(authorized signature)

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

Print name: \_\_\_\_\_

UC Davis

Title: \_\_\_\_\_

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

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

## **Exhibit A**

### Scope of Work

1. Purpose of the work: *San Bernardino City Animal Shelter will receive funding for veterinary care vouchers for their community.*
2. Roles and responsibilities of each party: *San Bernardino City Animal Shelter 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: *333 Chandler Pl, San Bernardino, CA 92408*
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 \$125,000. No construction costs will be funded through this grant.*

#### *Items:*

<i>Veterinary care vouchers</i>	<i>\$125,000</i>
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*Total expenses: \$125,000*

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

**RESOLUTION NO. 2024-001**

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN BERNARDINO, CALIFORNIA, AUTHORIZING THE DEPARTMENT OF ANIMAL SERVICES TO ACCEPT GRANT FUNDING IN THE AMOUNT OF \$125,000 FROM UC DAVIS FOR ANIMAL SHELTER PROGRAMS; DELEGATING AUTHORITY TO THE CITY MANAGER TO CONDUCT ALL NEGOTIATIONS SIGNINGS AND SUBMITTALS OF ALL NECESSARY DOCUMENTS TO RECEIVE THE GRANT AWARD; AND AUTHORIZING THE DIRECTOR OF FINANCE AND MANAGEMENT SERVICES TO AMEND THE FISCAL YEAR 2022/23 BUDGET TO APPROPRIATE \$125,000 OF THE GRANT FUNDING FOR ANIMAL SHELTER PROGRAMS AND SERVICES**

**WHEREAS**, the City of San Bernardino Department of Animal Services has been approved for grant funding by UC Davis through the California for All Animals program; and

**WHEREAS**, the City is working to help owners keep their pets; and

**WHEREAS**, the City is working to establish a voucher program to help citizens secure veterinary treatment for their pets; and

**WHEREAS**, the grant funding would support the City in its efforts.

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN BERNARDINO AS FOLLOWS:**

**SECTION 1.** The above recitals are true and correct and are incorporated herein by this reference.

**SECTION 2.** The Mayor and City Council hereby approves the acceptance of grant funds from UC Davis.

**SECTION 3.** The Mayor and City Council hereby delegates the authority to the City Manager to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope.

**SECTION 4.** The Mayor and City Council hereby authorizes the Director of Finance and Management Services to amend the FY 2023/24 Budget to appropriate \$125,000 of the grant funding for animal shelter programs and services.

**SECTION 5.** The Mayor and City Council finds this Resolution is not subject to the California Environmental Quality Act (CEQA) in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty, as in this case, that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

**SECTION 6.** Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications, and to this end the provisions of this Resolution are declared to be severable.

**SECTION 7.** Effective Date. This Resolution shall become effective immediately.

**APPROVED** and **ADOPTED** by the City Council and signed by the Mayor and attested by the City Clerk this 17<sup>th</sup> day of January 2024.

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Helen Tran, Mayor  
City of San Bernardino

Attest:

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Genoveva Rocha, CMC, City Clerk

Approved as to form:

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Sonia Carvalho, City Attorney

CERTIFICATION

STATE OF CALIFORNIA )  
COUNTY OF SAN BERNARDINO) ss  
CITY OF SAN BERNARDINO )

I, Genoveva Rocha, CMC, City Clerk, hereby certify that the attached is a true copy of Resolution No. 2024-001, adopted at a regular meeting held on the 17<sup>th</sup> day of January 2024 by the following vote:

<u>Council Members:</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
SANCHEZ	_____	_____	_____	_____
IBARRA	_____	_____	_____	_____
FIGUEROA	_____	_____	_____	_____
SHORETT	_____	_____	_____	_____
REYNOSO	_____	_____	_____	_____
CALVIN	_____	_____	_____	_____
ALEXANDER	_____	_____	_____	_____

WITNESS my hand and official seal of the City of San Bernardino this \_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Genoveva Rocha, CMC, City Clerk