



Office of the City Manager

CONSENT CALENDAR
January 16, 2024

To: Honorable Mayor and Members of the City Council
From: Dee Williams-Ridley, City Manager
Submitted by: Peter Radu, Assistant to the City Manager
Subject: California For All Animals Grant Award

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to receive a \$60,000 California For All Animals grant award from the Koret Shelter Medicine Program at UC Davis and to enter into contract and all necessary amendments with the Regents of the University of California resulting from this funding.

FISCAL IMPACTS OF RECOMMENDATION

Approving this recommendation will result in \$60,000 being deposited and expended from the One-Time: Non Capital Expenditure Fund and will be appropriated as part of the Second Amendment to the FY 2024 Annual Appropriations Ordinance.

CURRENT SITUATION AND ITS EFFECTS

Despite dedicated efforts by the City of Berkeley and Berkeley Animal Care Services, financial barriers continue to hinder adoption and reunification processes, leading to the unfortunate euthanasia of healthy, adoptable animals. These barriers are also evident in the unhoused community, where individuals often find themselves prioritizing animal care over their own needs. To help keep animals out of the shelter, staff completed and submitted an application on September 29, 2023, for \$118,885 in funding to support one year of subsidized fees and target outreach to unhoused animal owners. The narrow time frame between the announcement of this grant opportunity and the application deadline made it challenging to seek Council's permission within the available window.

The City's Animal Care Services team, managed by the Neighborhood Services Division in the City Manager's Office, proposes to work with owners and adopters of animals in Berkeley to eliminate the financial barriers caused by Adoption and Return-To-Owner fees. The goal of this funding is to minimize shelter occupancy, thereby reducing the need to euthanize healthy animals due to space constraints. Additionally, the team is committed to working with the unhoused community, ensuring that their animals receive necessary veterinary care and nutrition.

The City’s application was awarded \$60,000 by California For All Animals on December 8, to be fully expended by December 31, 2024. To assist animal owners in Berkeley effectively and meet this deadline, it is crucial for the City Council to swiftly adopt a resolution authorizing the receipt of these funds.

BACKGROUND

In the FY 2020-21 budget, Governor Newsom proposed \$50 million in one-time General Fund dollars for the UC Davis Koret Shelter Medicine Program (UCD-KSMP) to develop a program that provides expertise, support, and local assistance grants over a five-year period to help local communities achieve the state’s policy goal that no adoptable or treatable dog or cat should be euthanized.

On September 15, 2023, California For All Animals, a program initiated by UCD-KSMP, began accepting applications for the More Pets and People Together Grant. This application period, lasting for 15 days, concluded on September 29, 2023. Given the brief duration of the application window, the opportunity to present this matter to the Council for formal approval was limited. However, recognizing the importance and potential benefits of this funding, the decision was made to proceed promptly with the application to ensure that we could capitalize on this opportunity to support our community’s animal care needs. The California For All Animals Advisory Council unanimously approved Berkeley Animal Services’ grant proposal at their November meeting. The \$60,000 awarded by the Advisory Council is designated as follows:

<i>Subsidized adoption fees</i>	<i>\$15,000</i>
<i>Subsidized return-to-home fees</i>	<i>\$30,000</i>
<i>Target pet assistance</i>	<i>\$15,000</i>

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

Targeted outreach to unhoused animal owners is a crucial step towards mitigating the spread of infectious diseases among animals, especially in encampment areas. By equipping owners with essential resources like proper food storage and animal waste containers, we significantly minimize vector hazards, an essential aspect of public health and environmental care. Moreover, maintaining animals in homes rather than shelters not only promotes animal welfare but also aligns with our environmental goals. This approach substantially reduces the water consumption required for shelter maintenance, which is a critical consideration in our ongoing efforts to conserve resources and address climate impacts.

RATIONALE FOR RECOMMENDATION

Berkeley Animal Care Services is navigating a significant uptick in animal intake, anticipating over 2,000 animals for the first time since 2018. This surge, coupled with a 10% decrease in adoptions from 2022 and a 14% decrease in Return-To-Owners compared to the five-year average, mirrors national trends in animal sheltering. This situation is not unique to Berkeley or the Bay Area; it reflects a broader, urgent challenge

in animal welfare. At this critical juncture, our commitment to the animals in our community is more vital than ever, as evidenced by our endeavors to reduce the euthanasia rate, which, notably, has decreased by 5% this year from 2022 and the five-year average, despite these formidable challenges.

Faced with limited resources to combat overcrowding and prevent unnecessary euthanasia, the urgency of implementing a proactive strategy to keep pets and their people together becomes clear. This urgency, in turn, drives our actions and decisions, emphasizing the need for swift, decisive steps to address this growing concern. Our response, therefore, aligns not only with our commitment to animal welfare but also with the necessity to act promptly in the face of escalating challenges.

ALTERNATIVE ACTIONS CONSIDERED

Alternate city funding could be considered, and/or the subsidization of fees and targeted outreach could be suspended.

CONTACT PERSON

Mike St. Pierre, Animal Services Manager, 510.981.6603

Attachments:

- 1: Resolution
- 2: Shelter Services Agreement

RESOLUTION NO. ##,###-N.S.

ACCEPTING THE CALIFORNIA FOR ALL ANIMALS GRANT AWARD

WHEREAS, in the FY 2020-21 budget, Governor Newsom proposed \$50 million in one-time General Fund dollars for the UC Davis Koret Shelter Medicine Program (UCD-KSMP) to develop a program that provides expertise, support, and local assistance grants over a five-year period to help local communities achieve the state's policy goal that no adoptable or treatable dog or cat should be euthanized.

WHEREAS, on September 29, 2023, staff submitted a grant application to California For All Animals requesting funds to keep more pets and people together; and

WHEREAS, staff propose the subsidization of Adoption and Return-To-Owner fees and target outreach to unhoused pet owners; and

WHEREAS, the City's Animal Services will partner with the City's Homeless Response Team and local animal welfare organizations to identify unhoused communities with animals in need of outreach; and

WHEREAS, the City Manager was notified on December 8, 2023, that the city's California For All Animals application will be funded, supporting one year of waived Adoption and Return-To-Owner fees and outreach.

NOW THEREFORE, BE IT RESOLVED that the Council of the City of Berkeley authorizes the City Manager to accept and receive an award from UCD-KSMP California For All Animals and to enter into contract and all necessary amendments with the Regents of The University of California for \$60,000 in grant funding, with funds to be appropriated in the Second Amendment to the FY 2024 Annual Appropriations Ordinance.

UC Davis Agreement # _____

SHELTER SERVICES AGREEMENT
(Berkeley Animal Care Services)

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 BERKELEY ANIMAL CARE SERVICES (“**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 \$60,000 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 nbbei@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

SHELTER (regarding contracts)
Mike St. Pierre
Animal Services Manager
Berkeley Animal Care Services
1 Bolivar Dr
Berkeley, CA 94710
E-mail: mstpierre@berkeleyca.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

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:

BERKELEY ANIMAL
CARE SERVICES

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: *Berkeley Animal Care Services will receive funds to subsidize adoption and return to home fees, and for targeted pet assistance for unhoused pet owners.*
2. Roles and responsibilities of each party: *Berkeley Animal Care Services 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: *1 Bolivar Dr, Berkeley, CA 94710*
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 \$60,000. No construction costs will be funded through this grant.*

Items:

<i>Subsidized adoption fees</i>	<i>\$15,000</i>
<i>Subsidized return to home fees</i>	<i>\$30,000</i>
<i>Targeted pet assistance</i>	<i>\$15,000</i>

Total expenses: \$60,000

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