

FORM APPROVED COUNTY COUNSEL
 BY: JIMMY H. RA [Signature] 4/8/09
 DATE

307



**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FROM: Community Health Agency, Department of Animal Services

SUBMITTAL DATE:
 4/6/2009

SUBJECT: Ratify the Agreement with The Community Foundation of Riverside and San Bernardino Counties for the administration of the Albert and Anna Herdina Memorial Fund for Animals.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the new Agreement between the Community Foundation and the County of Riverside for a grant in the amount of \$30,000 for the performance period of March 1, 2009 through December 31, 2009 for the administration of the Herdina Funds, and;
- 2) Authorize the Chairperson of the Board of Supervisors to execute four (4) original copies of the Agreement on behalf of the County of Riverside.

BACKGROUND: This agreement allows for administration of grant funds provided by the Albert & Anna Herdina Memorial Fund for Animals to pay veterinary bills for indigent seniors in the County of Riverside (Herdina Funds).
 (Continued)

[Signature of Robert Miller]

RM:rkp

Robert Miller, Director of Animal Service

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 30,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

SOURCE OF FUNDS: 100% The Community Foundation	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
 [Signature of Debra Cournoyer]
 County Executive Office Signature
 Debra Cournoyer

Policy Policy
 Consent Consent
 Dept't Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: Item 3.43, 06-10-08; District: 1, 2, 5
 item 3.08 9-4-07
 Agenda Number:

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

3.7

Subject: Ratify the Agreement with The Community Foundation of Riverside and San Bernardino Counties for the administration of the Albert and Anna Herdina Memorial Fund for Animals.

BACKGROUND (continued):

From January 2005 through January 2007, two agencies administered the \$30,000 Herdina Fund Grant for two different geographic areas:

Riverside Humane Society Pet Adoption Center served qualified seniors living in the City of Riverside and nearby unincorporated areas, and Moreno Valley, Perris, Corona, and Norco.

POPCO (The Pet Overpopulation Coalition, Inc.) served qualified seniors living in Southwest Riverside County including Canyon Lake, Lake Elsinore, Menifee, Murrieta, Perris, Sun City, Temecula, Wildomar and Winchester.

During the period September 2007 – December 2008, the County of Riverside Department of Animal Services has administered the Herdina Funds for the above two geographic areas of Riverside County. Ramona Humane Society (RHS) served as the fiscal agent (Contract #07-085). RHS and DAS successfully expended the grant funds, including a second \$30,000 allocation, for a total of \$60,000 to help approximately 100 indigent seniors with the medical costs of their pets.

For calendar year 2009, the Community Foundation has asked DAS to accept the funds and administer the program directly. DAS will receive an initial allocation of \$30,000 for the period March 1, 2009 to December 31, 2009, with 15% to cover administrative costs (\$4500).

FINANCIAL IMPACT:

The Department of Animal Services will manage and administer the allocation of Herdina Funds in the amount of \$30,000 with existing staff. The Herdina Fund allows 15% of the grant, or \$4,500, to be used for administrative overhead for the specified performance period.



The Community Foundation
Serving Riverside and San Bernardino Counties

2009 Herdina Grant Agreement

Organization: Riverside County, Dept. of Animal Services

Grant Amount: \$30,000 **Grant Number:** 2009032

Grant Period: March 1, 2009 through December 31, 2009

Purpose: See award letter for requirements of the Herdina Fund

1. Use of Grant Funds

Grant funds must be expended within the grant period, for the purpose(s) described in your grant proposal. Grant funds may not be expended for any other purpose without prior written approval by The Community Foundation. If there are significant difficulties in making use of the funds as specified in your proposal, or if the grant funds cannot be spent within the grant period, notify us in writing promptly.

Formal requests for extensions or variances must be submitted to the Foundation's Board of Directors for approval a minimum of 60 days before the end of the grant period.

Requests for variances or extensions are reviewed on a case-by-case basis and approved by the Board of Directors. If a request is denied, unused funds must be immediately refunded to the Foundation.

2. Payment of Grant Funds

The grant funds will be disbursed by the Foundation upon receipt of the signed Grant Agreement. Challenge grant funds will be paid in full upon receipt of the signed Grant Agreement and upon receipt of documentation providing evidence that condition(s) of the challenge grant has/have been met.

3. Certification and Maintenance of Exempt Organization Status

This grant is specifically conditioned upon Grantee's status as an eligible grantee of The Community Foundation. The Foundation has obtained a copy of the Grantee's IRS determination letter. Grantee confirms that it has not had any change in its tax-exempt status, and shall notify the Foundation immediately of any such change.

4. Final Report and Records

The Grantee will submit the Grant Evaluation report per the deadline set forth in the award letter. This report includes a narrative on outcomes based on goals and objectives set forth in the grant proposal and an expenditure report documenting use of grant funds. If equipment was purchased, copies of receipts need to be included.

5. Grantee's Financial Responsibilities

Grantee will keep records of receipts and expenditures of grant funds and other supporting documentation related to the grant at least four (4) years after completion of the grant and will make such records of receipts, expenditures and supporting documentation available to the Foundation upon request.

6. Publicity

The Community Foundation expects publicity for the grant in all relevant published materials, such as brochures, newsletters and annual reports. The credit line of "Made possible in part by a grant from **The Community Foundation Serving Riverside & San Bernardino Counties**" is suggested. When your donors are listed in printed materials, include the Foundation in the appropriate contribution size category. Sending a brief press release to your local paper is appreciated. Send or e-mail us copies of any printed articles or publicity materials that highlight the grant.

7. Indemnification

In the event that a claim of any kind is asserted against the Grantee or the Foundation related to or arising from the project funded by the Grant and a proceeding is brought against the Foundation by reason of such claim, the Grantee, upon written notice from the Foundation, shall, at the Grantee's expense, resist or defend such action or proceeding, at no cost to the Foundation, by counsel approved by the Foundation in writing.

Grantee hereby agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Foundation, its offices, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission by Grantee, its employees, or agents in applying for or accepting the Grant, in expending or applying the Grant funds or in carrying out any project or program supported by the Grant, except to the extent that such claims, liabilities, losses, and expenses arise from or in connection with any bad faith act or omission by the Foundation, its officers, directors, employees, or agents.

8. Termination

The Community Foundation may terminate this agreement, withhold payments, or both at any time, if, in the Community Foundation's judgment: a) The Community Foundation is not satisfied with the quality of the Grantee's progress toward achieving the project goals and objectives; b) the Grantee dissolves or fails to operate; c) the Grantee fails to comply with the terms and conditions of this agreement.

9. Limitation of Support

This Agreement contains the entire agreement between the parties with respect to the Grant and supersedes any previous oral or written understandings or agreements.

I have read and agree to the terms and conditions of the Grant Agreement.

Signature

Date

Printed Name

Title

Grant Number: 2009032

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