

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

515



**SUBMITTAL DATE:**  
March 31, 2010

FORM APPROVED COUNTY COUNSEL  
BY: JIMMY H. RA 4/11/10  
DATE

**FROM:** Community Health Agency, Department of Animal Services

**SUBJECT:** Ratify the Agreement with The Community Foundation of Riverside and San Bernardino Counties and County of Riverside, 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 of Riverside and San Bernardino Counties and the County of Riverside Community Health Agency, Department of Animal Services, for a grant in the amount of \$30,000, for the performance period of February 1, 2010 through December 31, 2010, 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)

*Robert P. Miller*

RM:ln

Robert Miller  
Director of Animal Services

<b>FINANCIAL DATA</b>	<b>Current F.Y. Total Cost:</b>	\$ 30,000	<b>In Current Year Budget:</b>	Yes
	<b>Current F.Y. Net County Cost:</b>	\$ 0	<b>Budget Adjustment:</b>	No
	<b>Annual Net County Cost:</b>	\$ 0	<b>For Fiscal Year:</b>	09/10

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

**C.E.O. RECOMMENDATION:**

APPROVE  
*Debra Cournoyer*  
BY: Debra Cournoyer

**County Executive Office Signature**

- Consent
- Policy
- Consent
- Policy

Dep't Recomm.:  
Per Exec. Ofc.:

**Prev. Agn. Ref.:** 4/21/09 item 3.7, 6/10/08 item 3.13, 9/4/07 item 3.8  
**District:** 1,2,5  
**Agenda Number:**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**3.21**

Ratify the Agreement with The Community Foundation of Riverside and San Bernardino Counties and County of Riverside, 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 through December 2008, the County of Riverside Department of Animal Services (DAS) 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 asked DAS to accept the funds and administer the program directly. DAS received an allocation of \$30,000 for the period March 1, 2009 through December 31, 2009, with 15% to cover administrative costs (\$4500). During this period, 67 seniors and their pets benefited from the program.

For calendar year 2010, The Community Foundation has again asked DAS to accept the funds and administer the program directly. DAS will receive an initial allocation of \$30,000 for the period February 1, 2010 through December 31, 2010, with 17% to cover administrative costs (\$5100).

**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 Funds allows 17% of the grant, or \$5100, to be used for administrative overhead for the specified performance period.



The Community Foundation  
Serving Riverside and San Bernardino Counties

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February 9, 2010

Ms. Lori Neddermann  
Community Services Operations Chief  
Department of Animal Services  
County of Riverside  
5950 Wilderness Ave. Riverside, CA 92504

Dear Ms. Neddermann:

I am pleased to inform you that The Community Foundation's Board of Directors approved a grant to your agency in the amount of **\$30,000** from the Albert & Anna Herdina Memorial Fund for Animals.

The Herdina Fund is specifically for the payment of veterinary fees and costs incurred by needy senior citizens in the care and treatment of their animals. **Your primary service area is Southwest Riverside County including Canyon Lake, Lake Elsinore, Menifee, Murrieta, Perris, Sun City, Temecula, Wildomar, Winchester, City of Riverside and Western Riverside County.**

**The performance period for this grant is February 1, 2010 to December 31, 2010. All grant funds must be expended by the end of the performance period.**

**I. Grant Conditions.** The following conditions pertain to the Herdina Fund and must be adhered to. Failure to comply may result in a refund of the grant funds.

A) The Herdina Fund can pay for the following:

- Dental Care
- Medical care by veterinarian
- Emergency care
- Lab work or other diagnostic tests
- Annual exams, vaccinations
- Unusual medical procedures or medications, on-going treatment for diabetes, etc.
- Euthanasia services
- Temporary fostering due to the hospitalization of the pet owner

B) Only 25% of the total grant may be used for spay and neuter services, due to the availability of other funding for these services.

C) Only individuals meeting the following requirements will be eligible for assistance;

- Seniors **over** sixty-five years of age (Proof of age is required.)



Confirmed in Compliance  
with National Standards for  
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- Permanent residents of Riverside and San Bernardino Counties (Proof of local residency is required.)
  - Maximum income of \$1500 a month for one person (Proof of income is required.)
- D) Only pets belonging to the qualifying senior can be treated with funding from the Herdina Fund. Seniors should show documentation, whenever possible, that they are the owner of the pet(s).
- E) **50% of the grant funds must be used for new clients.**

**II. Reporting Requirements**

- A) Progress report – Due July 15, 2010
- B) Final report – Due Dec. 30, 2010

Please submit the Herdina Fund Report Form by the due dates specified above.

**III. Use of Funds.** Organizations are permitted to use up to 17% of the award for administrative overhead to cover the costs for outreach, intake and reporting. Each agency may decide how much to allocate per client or how to prioritize funding within the grant parameters.

**IV. Disbursement of Grant Funds.** The grant check will be disbursed upon receipt of the following:

- A) Grant Agreement - This grant is subject to the terms outlined in the enclosed Grant Agreement. After you have reviewed the terms and conditions of the Grant Agreement, please sign and date the enclosed copy.
- B) List of Veterinarians – Please send via e-mail a list of the Veterinarians and Animal Hospitals participating in the Herdina program to [pbeaulieu@thecommunityfoundation.net](mailto:pbeaulieu@thecommunityfoundation.net).

We greatly appreciate your assistance in publicizing the grant so that others can know about the funding opportunities available at The Community Foundation and we can inform interested stakeholders about the progress and achievements of our grantees. Please send us copies of articles printed in local papers, stories in your agency newsletter and/or annual report.

We wish you success and look forward to working with you during the grant performance period.

Warm Regards,



Celia Cudiamat  
Vice President, Grant Programs  
CC/pb 2010030



The Community Foundation  
Serving Riverside and San Bernardino Counties

## 2010 Herdina Grant Agreement

**Organization:** Department of Animal Services  
**Grant Amount:** \$30,000      **Grant Number:** 2010030  
**Grant Period:** February 1, 2010 through December 31, 2010  
**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**

Marion Ashléy

\_\_\_\_\_  
**Printed Name**

**Grant Number:** 2010030  
Department of Animal Services

\_\_\_\_\_  
**Date**

Chairman, Board of Supervisors

\_\_\_\_\_  
**Title**

ATTEST: Kecia Harper-Ihem, Clerk

By \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL  
BY: JIMMY H. RA 4/1/10  
DATE