

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

117



FROM: Community Health Agency, Department of Animal Services

SUBMITTAL DATE:
March 12, 2012

SUBJECT: Acceptance of the Grant Award from the American Society for the Prevention of Cruelty to Animals to the Riverside County Department of Animal Services for the Targeted Community Mobile Spay/Neuter Program

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Authorize the Chairperson to accept the Grant Award from the American Society for the Prevention of Cruelty to Animals ("ASPCA") for the Riverside County Department of Animal Services ("RCDAS") for the Targeted Community Mobile Spay/Neuter Program ("Project"), in the amount of \$10,000 ("the Grant"), for the term of March 2, 2012-August 2, 2012; and
- 2) Authorize the Director of Animal Services, or his designee, to administer the grant and to make ministerial revisions that do not change the substantive terms of the agreement.

BACKGROUND:

The American Society for the Prevention of Cruelty to Animals desires to provide the Grant Award to RCDAS in order to conduct the Targeted Community Mobile Spay/Neuter Program. RCDAS shall publicly acknowledge that the project was made possible through a Grant from the ASPCA. RCDAS shall grant to the ASPCA a license to use the RCDAS name and trademark to promote the Grant.

Robert P. Miller

Robert Miller, Director
Department of Animal Services

RM;nd

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 10,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	11/12

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

C.E.O. RECOMMENDATION: APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: *Samuel Wong* 3/12/12
SAMUEL WONG

Departmental Concurrence

Consent Policy
 Consent Policy

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

Prev. Agn. Ref.:	District: All	Agenda Number:
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ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.4



GRANT AWARD REFERENCE:

NAME: Riverside County Department of Animal Services

PROJECT: Targeted Community Mobile Spay/Neuter Program

AMOUNT: \$10,000.00

GRANT TERM: March 2, 2012 - August 2, 2012

ASPCA CONTACT: Jill Buckley, Esq.

GRANT ACCOUNT LOGIN: https://www.grantrequest.com/SID_900?SA=AM

ANTICIPATED PAYMENT DATE: 4/2/2012*

**Due to heavy volume, some grant checks may take up to six weeks to process following our receipt of signed grant contracts from you. Most checks will be mailed sooner; however, we appreciate your patience if you do not receive your check within the usual four week payment period.*

March 2, 2012

Ms. Kimberly McWhorter
Veterinary Services Program Coordinator
Riverside County Department of Animal Services
6851 Van Buren Blvd.
Riverside, CA 92509

Dear Ms. McWhorter,

The American Society for the Prevention of Cruelty to Animals (the "ASPCA") is deeply honored to be able to grant to Riverside County Department of Animal Services the amount of \$10,000.00. These funds are designated for the following purpose as outlined in your grant request and in the following contract and, if applicable, its amendments: Targeted Community Mobile Spay/Neuter Program.

The ASPCA shall pay the grant to Riverside County Department of Animal Services approximately two to six weeks following receipt of two signed original contracts, including this cover letter. By endorsing and depositing the grant check, you represent and warrant that your organization will meet the obligations specified in this letter and in the contract.

In consideration of the grant, the Riverside County Department of Animal Services shall (a) publicly acknowledge that the project was made possible through a grant from the ASPCA and reference the ASPCA in all project materials and (b) grant to the ASPCA a license to use the Riverside County Department of Animal Services name and trademarks to promote the grant.

Two jpegs of our logo are embedded into this document for your cut-and-paste use on your website or other collateral. Please refer to Section 2 of the accompanying contract regarding the use of these logos. Instructions regarding links to ASPCA's website can be found at this URL: <http://www.aspcapro.org/about-us/legal-information/link-to-us.html>, including link banners via this URL: <http://www.aspcapro.org/about-us/free-aspcapro-stuff/free-link-banners.html>. For technical assistance regarding recognition of your grant, please contact press@aspcapro.org.

Furthermore, Riverside County Department of Animal Services shall communicate with Jill Buckley, Esq. (jill.buckley@aspcapro.org) according to the schedule below until August 2, 2012 to review and evaluate the use of the grant funds (signed contracts are required and should be sent to the grants administrator*; formal letters of acknowledgement and thank you letters are optional and should be mailed or emailed to your ASPCA Key Contact).

Type	Notes	Schedule Date
Signed Contract		April 2, 2012
Grant Recognition		May 1, 2012
Final Report		August 2, 2012
Financial Report/Receipts		August 2, 2012

Please bookmark and log in to your "My Account" page at https://www.grantrequest.com/SID_900?SA=AM to view and submit ALL requirements, including the grant acknowledgement. You will receive an email reminder of your requirements approximately four weeks prior to their due dates. You may submit requirements upon completion at any point during the grant term. Should you need a due date extension, please forward your request to jill.buckley@aspcapro.org with the requirement type (e.g. Progress Report, Photos, etc.), an explanation for your request and your preferred new due date.

An explanation of grant requirements you may be asked to fulfill are described on our website at <http://www.aspcapro.org/grant-reporting-requirements.php>

As a grantee, the ASPCA may occasionally request your input via surveys in order to collect data on best practices and animals served, to better the lives of at-risk animals. Through your participation, you demonstrate your gratitude for ASPCA support.

*We extend our best wishes to you for continued success and look forward to hearing about your accomplishments during the year. It is a pleasure to be among your current supporters. Please print two copies of this entire agreement, including this cover letter, sign both copies and mail to Michael Barrett at the address on the letterhead.

Sincerely,

Jill Buckley, Esq.

Jill Buckley, Esq.
Senior Director, Community Initiatives

CC: grants@aspca.org

ASPCA Logos: copy and paste (see Section 2 below)





March 2, 2012

Ms. Kimberly McWhorter
Veterinary Services Program Coordinator
Riverside County Department of Animal Services
6851 Van Buren Blvd.
Riverside, CA 92509

Re: Grant Agreement

Dear Ms. McWhorter:

Further to our award letter advising that your organization would be receiving a grant from the ASPCA, after you read this Grant Agreement please sign two copies and return to the Grants Department. Upon receipt, we will mail you a copy of the contract with the check.

In recognition of the valuable work of your organization, The American Society for the Prevention of Cruelty to Animals (the "ASPCA") is deeply honored to be able to grant to Riverside County Department of Animal Services \$10,000.00 ("the Grant") for the following purpose: Targeted Community Mobile Spay/Neuter Program (the "Project"). Intending to be legally bound and in consideration of the Grant provided to Riverside County Department of Animal Services and the desire of Riverside County Department of Animal Services to conduct the Project, the parties hereby agree to the following terms and conditions as of the first date listed above (the "Effective Date"):

1. The Grant. The ASPCA shall pay the Grant to the Riverside County Department of Animal Services accordingly:

Payment Number	Total # of Payments	Approximate Schedule Date	Amount
1	1	April 2, 2012	\$10,000

Please note that payment is contingent upon our receipt of two complete sets of signed documents from you. Due to accounting rules, we will not draft a check until we have received all required documents from you. Please send the signed award documents as soon as possible in order to expedite payment.

The Project shall consist of the following: Targeted Community Mobile Spay/Neuter Program. Riverside County Department of Animal Services acknowledges and agrees that all Grant

monies received by Riverside County Department of Animal Services from the ASPCA shall be used exclusively for costs incurred directly in connection with the Project and as set forth in this Agreement, and that failure to do so will result in Riverside County Department of Animal Services having to return the Grant to the ASPCA within ten (10) days of the ASPCA's request to do so. The ASPCA also reserves the right to demand immediate repayment of all, or a portion, of the Grant if it is revealed that, during the Project, Riverside County Department of Animal Services is/was involved in any activity or makes any statement disparaging of, or reflecting unfavorably upon the ASPCA, tarnishes the reputation of the ASPCA or is not in alignment with the ASPCA mission. Funding for subsequent years will be considered by the ASPCA after review of accomplishments. Riverside County Department of Animal Services hereby grants to the ASPCA a license to use the Riverside County Department of Animal Services name and trademarks on materials directly related to the activities of the Project. The Riverside County Department of Animal Services Key Contact is you, and you shall communicate with Jill Buckley, Esq. (jill.buckley@aspc.org) (the "ASPCA Key Contact") monthly to review and evaluate the progress of the Project.

2. Acknowledgment. In consideration of the Grant, the Riverside County Department of Animal Services shall publicly acknowledge that the Project was made possible through a generous grant from the ASPCA and shall reference the ASPCA in all Project Materials. "Project Materials" shall include, but not be limited to, all copy, script, text, graphics, photographs, video, audio, promotional and advertising materials, and all other editorial matter(s) or press releases relating to the Project. Riverside County Department of Animal Services shall submit the Project Materials for review and approval by the ASPCA Key Contact prior to its inclusion in any materials prepared and intended to be distributed regarding the activities of the Project. No changes on the approved version of any Project Materials shall be instituted by Riverside County Department of Animal Services without the prior written approval of the ASPCA Key Contact. The ASPCA hereby grants to Riverside County Department of Animal Services a license to use the ASPCA Trademarks on materials directly related to the activities of the Project. "ASPCA Trademarks" are: "ASPCA®", which must always appear in PMS 422 and 021, unless used in materials that are completely black and white in nature, in which case it may appear in black; and "The American Society for the Prevention of Cruelty to Animals®". The ASPCA has the right in its sole discretion to require the Riverside County Department of Animal Services to remove all references to the ASPCA's involvement if the ASPCA determines that the Riverside County Department of Animal Services is not fulfilling its obligations under this Agreement.

3. Miscellaneous. This Agreement is intended to be binding upon Riverside County Department of Animal Services and the ASPCA. This Agreement represents the final agreement between the parties with respect to the subject matter hereto, and hereby supersedes any and all prior agreements, written or oral, between the parties with respect to the matters contained herein. No amendment or modification of this Agreement shall be valid, unless made in writing and duly executed by the parties hereto. This Agreement is not intended to, nor shall it be deemed to create, any partnership or joint venture between Riverside County Department of Animal Services and the ASPCA. This Agreement shall be interpreted, governed by and construed in accordance with the internal laws of the State of New York, without regard to the conflict of laws principles thereof. The parties hereto acknowledge and consent to personal jurisdiction and venue exclusively in New York, New York with respect to any action or proceeding brought in

connection with this Agreement. This Agreement may be executed by the parties hereto in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which shall constitute together the same document.

If the terms and conditions of this Agreement are acceptable, please sign this Agreement and return to us to confirm our mutual understandings and binding agreements as of the Effective Date.

SIGNATURE PAGE BELOW

Sincerely,

THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

Julie Morris
Senior Vice President
Community Outreach

OR

Matt Bershadker
Senior Vice President
Anti-Cruelty Group

OR

Melissa Norden
Senior Vice President
Chief of Staff

OR

Michael Barrett
Vice President
Grants Management

Accepted and agreed:

Riverside County Department of Animal Services

By (signature of CEO/President/Director): _____

Name: _____

Title: President/CEO/Executive Director (circle one or add actual title after name)