

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

788



FROM: Department of Animal Services

SUBMITTAL DATE:
August 14, 2012

SUBJECT: Ratify the Memorandum of Understanding between the American Society for the Prevention of Cruelty to Animals and the Riverside County Department of Animal Services for the Carroll Petrie Foundation Dog Rescue Project

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the Memorandum of Understanding (MOU) between the American Society for the Prevention of Cruelty to Animals ("ASPCA") and Riverside County Department of Animal Services ("RCDAS") for the Carroll Petrie Foundation Dog Rescue Project ("Project") for the term of July 1, 2012 to June 30, 2013 or until funding is exhausted; 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 MOU.

BACKGROUND:

The ASPCA is a not-for-profit organization that exists to provide effective means for the prevention of cruelty to animals throughout the United States. RCDAS wishes to transfer certain dogs from the Riverside County Animal Shelters to a new location to increase the chances that such dogs will be adopted. ASPCA wishes to help RCDAS to increase the number of live exits from the Riverside County Animal Shelters by means of the generous grant from the Carroll Petrie Foundation.
(Continued on page 2)

RM;bw;nd

Robert Miller
Robert Miller, Director
Department of Animal Services

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	12/13

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

- 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

3.19

FORM APPROVED COUNTY COUNSEL
BY: *Bruce G. Fordon*
BRUCE G. FORDON
DATE: 8/16/12

Departmental Concurrence

FORM 11

SUBJECT: Ratify the Memorandum of Understanding between the American Society for the Prevention of Cruelty to Animals and the Riverside County Department of Animal Services for the Carroll Petrie Foundation Dog Rescue Project

PAGE 2

BACKGROUND: (Continued)

As described in this MOU, the Riverside County Animal Shelters may utilize the ASPCA grant process to facilitate such transfers of dogs as part of the Project, which is designed to increase the number of canine lives saved through relocation.

This MOU governs any grant from ASPCA to RCDAS related to the Project and provides the framework for cooperation and communication between the ASPCA and the RCDAS Animal Shelters as part of the Project.

Upon formal approval by the ASPCA Grants Department, and subject to the provision of this MOU, the ASPCA shall provide \$50 to the RCDAS for each dog that the Riverside County Animal Shelter rescues by (a) transfer a dog to a rescue group, (b) transfer a dog to another shelter, (c) transfer a dog to foster care and adopted through a "Foster Ambassador" program, or (d) transfers a dog to a permanent off-site location where it is ultimately adopted. Receiving organizations and/or individuals can be local, regional, or located out-of state.

The RCDAS acknowledges and agrees that this MOU is made possible due to a generous grant from the Carroll Petrie Foundation, and when the funds from such grant are exhausted, the ASPCA may no longer provide grants pursuant to this MOU.

Memorandum of Understanding between
The American Society for the Prevention of Cruelty to Animals and
The County of Riverside Department of Animal Services

This Memorandum of Understanding (the "MOU") is made as of the ___ day of August, 2012 and effective as of July 1, 2012 (the "Effective Date"), by and between The American Society for the Prevention of Cruelty to Animals, a New York not-for-profit corporation with offices at 424 East 92nd Street, New York, New York 10128 ("ASPCA"), and the County of Riverside, a political subdivision of the State of California, through its Department of Animal Services with offices located at the Western Riverside County/City Animal Shelter, 6851 Van Buren Boulevard, Jurupa Valley, CA 92509 ("RCDAS") (collectively, the "Parties").

A. Purpose

The ASPCA is a not-for-profit organization that exists to provide effective means for the prevention of cruelty to animals throughout the United States (the "ASPCA Mission"), and the RCDAS is an organization whose mission is to work together to improve Riverside County, California for people and animals.

The RCDAS wishes to transfer certain dogs (the "Dogs," and each a "Dog") from the RCDAS animal shelter to a new location, as described herein, to increase the chances that such Dogs will be adopted, and the ASPCA wishes to help RCDAS to increase the number of live exits from RCDAS animal shelter.

As described in this MOU, the RCDAS may utilize the ASPCA grant process to facilitate such transfers of Dogs as part of The Carroll Petrie Foundation Dog Rescue Project (the "Project"), which is designed to increase the number of canine lives saved through relocation.

This MOU governs any grant from the ASPCA to RCDAS related to the Project and provides the framework for cooperation and communication between the ASPCA and the RCDAS as part of the Project.

B. ASPCA Grant

1. RCDAS will apply for an initial grant from the ASPCA by visiting http://www.GrantRequest.com/SID_900?SA=SNA&FID=35180.

RCDAS must only be approved by the ASPCA Grants Department once per twelve-month period.

2. If RCDAS's grant application is declined, this MOU will be void.
3. Upon formal approval by the ASPCA Grants Department, and subject to the provisions of this MOU, the ASPCA shall provide \$50 to the RCDAS for each dog that the RCDAS "Rescues" (as defined below) in excess of the number of dogs Rescued during the same month of the prior year. A dog will be considered "Rescued" by RCDAS for purposes of this MOU when RCDAS: a) transfers a dog to a rescue group, b) transfers a dog to another shelter, c) transfers a dog to foster care and adopted through a "Foster Ambassador" program, or d) transfers a dog to a permanent off-site location and is adopted.. Receiving organizations and/or individuals can be local, regional, or located out-of-state.
4. Upon initial approval, grant payments will be made within six weeks of the RCDAS submitting its monthly report, as described herein. The initial grant may be made, in the sole discretion of the ASPCA, based upon RCDAS's estimated number of dogs to be Rescued during the first month or on a reimbursement basis based on the first monthly report submitted in accordance with Section E(1).
5. RCDAS acknowledges and agrees that all grant monies received by RCDAS from the ASPCA shall be used exclusively for costs incurred directly in connection with the activities set forth in this MOU, and that failure to do so will result in RCDAS having to return the Grant to the ASPCA within a reasonable time following the ASPCA's request to do so.
6. In addition to the reporting required in Section E, RCDAS will provide the following information relating to this MOU ("Grant Requirements") within one year of the date of approval of the first grant:
 - Grant Recognition
 - Press Information
 - Photographs
 - Final Report
 - Financial Report

An explanation of these requirements can be found at <http://www.aspcapro.org/grant-reporting-requirements.php>. Grant Requirements will be published to your online grant account at this link: https://www.grantrequest.com/SID_900/Default.asp

7. RCDAS is required to provide access to the ASPCA upon the ASPCA's request so that the ASPCA may conduct a site visit of your location(s) during standard business hours, or at a day and time mutually agreed upon by the ASPCA and RCDAS. The ASPCA will provide RCDAS with reasonable notice of any such request unless otherwise mutually agreed upon.
8. RCDAS will keep accurate books and records with respect to any Grant in accordance with generally accepted accounting principles and business practices. RCDAS will maintain its books and records in such a manner that the receipts, if any, and expenditures of any Grant funds will be shown separately on such books and records in any easily checked form. RCDAS will keep records of receipts, if any, and expenditures made of Grant funds as well as copies of the reports submitted to the ASPCA and supporting documentation for at least three years after completion of the use of the Grant funds, and will furnish or make available such books, records, and supporting documentation to the ASPCA for inspection at reasonable times from the time of RCDAS's acceptance of the Grant through such period.

C. The Carroll Petrie Foundation Dog Rescue Project

1. The RCDAS acknowledges and agrees that this MOU is made possible due to a generous grant from The Carroll Petrie Foundation, and that when the funds from such grant are exhausted, the ASPCA may no longer provide grants pursuant to this MOU, even if additional Dogs are Rescued. The ASPCA shall use its best efforts to notify the RCDAS if such funds are nearing depletion.
2. The RCDAS must not permit any dogs to be used for any improper purpose whatsoever, including for any experimental purpose. The RCDAS must also make reasonable efforts to collaborate with its receiving organizations to ensure they are not euthanizing animals to make room for the transferred Dogs, nor keeping the Dogs or any other animals in an unsafe, unsanitary, or inhumane fashion.
3. The RCDAS must ensure that any Dogs are transported in a safe, humane and legal manner.
4. The ASPCA will contact receiving organizations or foster care providers identified in the report(s) submitted by RCDAS in accordance with Section E(1) to obtain data on the transferred Dog(s) and to document adoption stories, which it may use for any purpose in accordance with the ASPCA Mission, including fundraising

purposes. Upon the consent of the receiving organization, the ASPCA will share those stories with RCDAS for its use.

D. The Plan for moving dogs: RCDAS estimates that it shall move dogs as follows:

1. **Expected numbers:** RCDAS anticipates that two hundred (200) Dogs will be relocated per month throughout the Project. For purposes of this MOU, the Parties acknowledge and agree that RCDAS will participate in the Program through two of its shelter locations: the Western Riverside County/City Shelter located at 6851 Van Buren Blvd., Jurupa Valley, CA, 92509, and its Coachella Valley Animal Campus located at 72-050 Pet Land Place, Thousand Palms, CA, 92276.

2. **How the dogs will be moved:**
 - i. RCDAS will increase the number of canine lives saved using these methods (i.e. transfer to rescue, transfer to shelter, foster adoption ambassador, transfer to off-site adoption locations): RCDAS anticipates being able to increase transfers by two hundred (200) dogs per month over six (6) months through a combination of boosting long distance, regional and local transports to rescue groups and the initiation of a Foster Ambassador program

 - ii. RCDAS plans to use the following methods to transport Dogs: (i.e. via vehicle, air, etc.) Methods of transport will include land vehicle and air for long distance.

 - iii. RCDAS anticipates that Grants will be used specifically to (i.e. fund transport, fund spay/neuter, fund vaccinations, or given to receiving shelter): Funds will be used for prepping the animals for transport including spay/neuter, vaccines and microchips, along with development of training materials for rescue coordination volunteers/ambassadors and staff. In addition, funds may be used to cover costs of materials related to rescue transfers.

RCDAS may only use the Grants for additional or different activities than those listed above in Section D(2)(iii) upon the prior written approval of

the ASPCA.

3. **Where:** Location of destination rescue group or shelter: The RCDAS anticipates relocating animals to (but not limited to) the following agencies: (org name, city and state) S.T.A.R.T. Rescue, CA; Oregon Friends of Shelter Animals, Beaverton, OR; Save-A-Pet, Desert Hot Springs, CA; Animal Samaritans, Thousand Palms, CA; Luv-A-Bull, Eugene, OR; Irvine Animal Rescue, Irvine, CA; Best Friends, Los Angeles, CA; German Shepard Rescue, Orange, CA; Mary S. Roberts Pet Adoption Center, Riverside, CA; and more.

E. Reporting

1. The RCDAS shall submit regular, monthly reports in the form provided by ASPCA and attached hereto as Exhibit A by the 10th day of the following month. Submitted forms must be completed in their entireties. Prior to the start of RCDAS's participation with the Project, the RCDAS shall also submit baseline shelter data for each month for the same time period of this MOU for the prior year (i.e. if the MOU is effective from January 2013 through December 2013, RCDAS should submit monthly shelter data from January 2012 through December 2012).
2. The RCDAS shall obtain a minimum of 5% outcome data per receiver on the dogs relocated and report such data to the ASPCA. For example, if RCDAS places 100 animals with one receiver, they will need outcome data on a minimum of 5 of those animals. Outcome data shall include, at a minimum, all information listed in Exhibit A.
3. The RCDAS shall provide a minimum of 1 "happy endings" story per month about a dog affected by this project and submit such story to the ASPCA. The submission shall be one to two paragraphs long explaining why it is a "happy ending". It should contain: 1) one picture/video at the County, Destination shelter or with adopter, if possible; and 2) contact information of person at destination or of the adopter for ASPCA phone interview. Any such submissions shall become the joint property of RCDAS and the ASPCA, and the ASPCA may use such submissions for any purpose in furtherance of the ASPCA Mission, including for fundraising purposes.

4. Organizations that fail to submit required documentation in a timely manner will jeopardize future grants and/or grant payments.

F. Key Contacts

1. The RCDAS shall communicate directly with the main ASPCA contact (the "ASPCA Key Contact"). Contact information (which is subject to change) for the ASPCA Key Contacts includes:

Austin Gates, Director, Animal Relocation, ASPCA
Office: 989-539-2334 Cell: 917-848-6663

Kelli Harmon, Manager, Animal Relocation, ASPCA
Office: 818-457-4809 Cell: 646-895-1491

Lea Lucky, Manager, Animal Relocation, ASPCA
Office: 360-399-1285 Cell: 646-285-7732

2. RCDAS Key Contacts:

Primary Contact

Name: Kimberly McWhorter Title: Program Coordinator
Day Phone: (951) 358-7042 Night Phone: (951) 368-7173
Fax: (951) 385-7300 E-mail: kmcwhort@rivcocha.org

Representative in charge of submitting monthly data

Name: Kimberly McWhorter Title: Program Coordinator
Day Phone: (951) 358-7042 Night Phone: (951) 368-7173
Fax: (951) 385-7300 E-mail: kmcwhort@rivcocha.org

Second Alternative Representative in charge of submitting monthly data

Name: Irene Anderson Title: Operations Chief
Day Phone: (951) 358-4288 Night Phone: (951) 515-5538
Fax: (951) 358-7300 E-mail: IMAnders@rivcocha.org

“Happy Endings” contact

Name: John Welsh Title: Public Information Specialist

Day Phone: 951- 58-7045 Night Phone: 951-565-7934

Fax: 951-358-7300 E-mail: JCWelsh@rivcocha.org

G. Publication

1. Any and all references to the Project, including but not limited to all such references in any announcements, press releases, advertisements, publications and other printed and electronic materials that refer to the Project, shall refer to the Project as “The Carroll Petrie Foundation Dog Rescue Project.”
2. An initial joint press release will be created at the onset of the RCDAS’s participation in the Project. RCDAS hereby grants to the ASPCA a license to use RCDAS’s name and trademarks on materials directly related to the activities of the Project and/or the Grant.
3. The RCDAS shall use reasonable efforts to promote the Project through all available means and shall make every effort to keep the public informed of their cooperative efforts, including but not limited to press releases and social media outlets.
4. In consideration of any grants, RCDAS shall publicly acknowledge that the Project was made possible through a generous grant from the ASPCA and shall reference the ASPCA and The Carroll Petrie Foundation Dog Rescue Project 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. RCDAS shall submit the Project Materials for prior review and approval by the ASPCA Key Contact (defined below) 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 the RCDAS without the prior written approval of the ASPCA Key Contact. The ASPCA hereby grants to the RCDAS 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 RCDAS to remove all references to the ASPCA’s involvement if the ASPCA determines that the RCDAS is not fulfilling its obligations

under this MOU or if for any other reason the ASPCA determines that it is no longer in the ASPCA's best interest to be referenced in such manner.

Two jpegs of the ASPCA logo are embedded below for cut-and-paste use on RCDAS's website or other collateral. Instructions regarding links to the ASPCA's website can be found at this URL: www.asPCA.org/about-us/legal-information/link-to-us.html. Link banners can be found via this URL: <http://www.asPCA.org/about-us/free-asPCA-stuff/free-link-banners.html>. For technical assistance regarding recognition of your Grant, please contact press@asPCA.org.



H. **Miscellaneous**

1. Both the ASPCA and the RCDAS are separate and independent entities. Except as otherwise set forth in this MOU, each Party shall be responsible for its own costs in performing the activities described in this MOU. No reimbursement for expenses will be made except through the grant process as described herein.
2. This MOU is non-exclusive. Both the ASPCA and the RCDAS reserve the right to form similar agreements with other organizations.
3. No Party to this MOU shall hold the other Party liable for any loss or expense, to include third party complaints or litigation, resulting from the actions or inaction of the other, so long as the other Party did not act with gross negligence and/or intentional misconduct. The RCDAS shall not attempt to hold the ASPCA responsible for any illness or injury to the Animal(s), nor for any damages which the Animal(s) may cause to any person or property.
4. The ASPCA shall defend, hold harmless and indemnify the RCDAS and its officers, agents, employees, volunteers and each of them in all capacities from and against all claims, causes of action, lawsuits, costs, damages, fines, judgments, penalties, losses, liabilities or expenses arising from any services or activities undertaken by the ASPCA pursuant to this MOU.

5. The RCDAS shall defend, hold harmless and indemnify the ASPCA and its officers, agents, employees, volunteers and each of them in all capacities from and against all claims, causes of action, lawsuits, costs, damages, fines, judgments, penalties, losses, liabilities or expenses arising from any services or activities undertaken by the RCDAS pursuant to this MOU.
6. Both the RCDAS and the ASPCA agree to comply with all state, federal and local laws and ordinances applicable to this MOU and to the care of the Animal(s).
7. Nothing in this MOU shall be so construed as to create a relationship of employer and employee, or principal and agent, partnership or joint venture as between the ASPCA and the RCDAS. Nothing in this MOU shall be so construed as to provide either Party with the authority to bind the other to any agreement, undertaking, cost, liability or expense of any nature without the express written consent of the other.

I. Termination

1. Termination at Will: This MOU shall begin on the Effective Date and shall remain in effect until the first anniversary of the Effective Date. This MOU may be terminated, without penalty, by written notification of either Party at any time.
2. Termination for Cause: The ASPCA may, in its sole discretion (i) withhold payment of funds until in its opinion any situation below has been corrected or (ii) declare the Grant terminated in any of the following circumstances:
 - i. If, as the result of the consideration of reports and information submitted to it by RCDAS or from other sources, the ASPCA, in its sole discretion, determines that continuation of the Project is not reasonably in furtherance of the ASPCA Mission (or that the Project is not being executed in substantial compliance with the proposal (or work plan as revised) or that RCDAS is incapable of satisfactorily completing the work of the Project;
 - ii. In the case of any violation by RCDAS of the terms and conditions of this MOU;
 - iii. In the event of any change in, or challenge by the Internal Revenue Service to, RCDAS's status as a 501(c)(3) tax-exempt organization if RCDAS held such status at the time of the approval of its Grant

application or, in the case of a municipal animal control facility, in the event that such organization ceases to provide animal control services.;

- iv. If it is revealed that, during the term of this MOU, RCDAS is or 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;
- v. If all Project funds are exhausted, as described in Section C(1) of this MOU.

- 3. Upon completion of the Project or termination of this MOU for any reason, the ASPCA will withhold any further payments of Grant funds and the Grantee shall, at the option of the ASPCA, repay to the ASPCA any portion of the Grant funds that were not spent for the Project. All such determinations by the ASPCA under this Section 6 will be final, binding and conclusive upon the Grantee.
- 4. If the ASPCA terminates this MOU, it shall so notify the RCDAS, and RCDAS shall, if so requested by the ASPCA, promptly refund and pay back to the ASPCA any unexpended balance of the grant funds in the RCDAS's hands or under its control.

Agreed to this ___ day of August, 2012, by:

*Pam Burney, Vice President
Community Initiatives*

For the ASPCA

*Kimberly McWhorter
Program Coordinator*

*For County of Riverside Department of Animal
Services-Western Riverside County/City Animal
Shelter*

COUNTY OF RIVERSIDE

By _____

John Tavaglione, Chairman

Riverside County Board of Supervisors

Date _____

ATTEST: Kecia Harper-Ihem, Clerk

By _____

FORM APPROVED COUNTY COUNSEL

BY: *Bruce G. Fordon*
BRUCE G. FORDON

8/16/12
DATE

EXHIBIT B—AUTHORIZED REPRESENTATIVES

**ORGANIZATION NAME: THE AMERICAN SOCIETY FOR THE
PREVENTION OF CRUELTY TO ANIMALS**

Address: 424 East 92nd Street, New York, NY 10128

Authorized Representatives to Contact for Emergency Assistance

Primary Representative

Name: Sandra Monterose

Title: Senior Director, Animal Relocation, Community Initiatives

24-hour Telephone Number: 203-910-5340

Address: 520 8th Avenue, NY, NY 10018

First Alternate Representative

Name: Austin Gates

Title: Director, Animal Relocation, Community Initiatives

24-hour Telephone Number: 917-848-6663

Address: PO Box 646, Harrison, MI 48625