

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

132



FROM: Department of Animal Services

SUBMITTAL DATE:
December 16, 2012

SUBJECT: Ratify the Grant Agreement No. #2012-2018 between the American Society for the Prevention of Cruelty to Animals and Riverside County Department of Animal Services to accept funds for support of "Live Release Programs or Activities" with funds made possible by FidoPharm.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the Grant Agreement between the American Society for the Prevention of Cruelty to Animals ("ASPCA") and Riverside County Department of Animal Services ("RCDAS") to accept funds for support of "Live Release Programs or Activities" (the "Project") with funds made possible by FidoPharm, for the term of November 29, 2012 to May 29, 2013 in the amount of \$2,063.00; 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 Grant Agreement.

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.
(Continued on page 2)

ATTACHMENT
RPM;bw;nd

Robert P. Miller

Robert P. Miller, Director
Department of Animal Services

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 2,063.00	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

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong* 12/17/12
 SAMUEL WONG

Departmental Concurrence

Consent Policy
 Consent Policy

Dept's Recomm.:
 Per Exec. Ofc.:

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

3-2

FORM 11

SUBJECT: Ratify the Grant Agreement No. #2012-2018 between the American Society for the Prevention of Cruelty to Animals and Riverside County Department of Animal Services to accept funds for support of "Live Release Programs or Activities" with funds made possible by FidoPharm.

PAGE 2

BACKGROUND: (Continued)

FidoPharm, a pet supply company, contributed funding to be dispersed by the ASPCA to organizations operating "Live Release Programs" (e.g., adoptions, rescue transfer, foster, or any activities culminating in the live release of animals). The ASPCA nominated Riverside County Department of Animal Services as a recipient of a portion of these funds to be used on live release activities. RCDAS will use the funds to support any activities resulting in live release of animals, including but not limited to: adoption programs and events, rescue and transfer activities, foster ambassador programs, medical care and spay/neuter.

This Grant Agreement 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 as part of the Project.

Upon formal approval by the ASPCA Grants Department, and subject to the provision of this Grant Agreement, the ASPCA shall provide \$2,063.00 to the RCDAS toward the Project.

The RCDAS acknowledges and agrees that this Grant Agreement by ASPCA "Toward Live Release Programs or Activities" is made possible due to a generous grant by FidoPharm.



GRANT AGREEMENT REFERENCE:

NAME: **Riverside County Department of Animal Services**
PROJECT: **Toward a Live Release Program or Activities Generously Made Possible by FidoPharm**
AMOUNT: **\$2,063.00**
GRANT NUMBER: **2012-2018**
GRANT TERM: **November 29, 2012 - May 29, 2013**
ASPCA GRANT OFFICER: **Jill Buckley, Esq.**

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

November 29, 2012

Ms. Kimberly McWhorter
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 “Grantee,” and together with the ASPCA, the “parties” and each a “party”) the amount of \$2,063.00 (the “Grant”). These funds are designated for the purpose set forth below and as outlined in your grant request and as further described in this agreement (this “Agreement”) and, if applicable, its amendments: Toward a Live Release Program or Activities Generously Made Possible by FidoPharm (the “Project”).

Unless otherwise noted in the payment schedule below, the ASPCA shall pay the grant to the Grantee approximately two to six weeks following receipt of your online acknowledgement of this Agreement. By endorsing and depositing the Grant check, you represent and warrant that Grantee will meet the obligations specified in this Agreement.

Intending to be legally bound and in consideration of the Grant provided to the Grantee and the desire of the Grantee 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. Grantee Requirements.

Type	Notes	Schedule Date
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Acknowledgement of Award Letter		December 29, 2012
Grant Recognition		February 28, 2013
Final Report		May 29, 2013
Financial Report/Receipts		May 29, 2013
Photographs		May 29, 2013
Press Information		May 29, 2013

The Grantee shall communicate with Jill Buckley, Esq. (jill.buckley@aspcapro.org) (the "ASPCA Grant Officer") according to the schedule and additional instructions (if applicable) to review and evaluate the use of the Grant funds. (Grant Agreement acknowledgements are required and should be made online by accessing your ASPCA Grants account*; formal letters of acknowledgement and thank you letters are optional and should be mailed or emailed to your ASPCA Grant Officer.)

*** Requirements must be submitted through your ASPCA Grants account at: https://www.grantrequest.com/SID_900?SA=AM**

An explanation of additional grant requirements you may be asked to fulfill are described in Schedule 1 and on our website at <http://www.aspcapro.org/grant-reporting-requirements.php>

You are required to provide additional information relating to this Grant upon the ASPCA's request. Such additional information may include but is not limited to: receipts (up to three years after the Grant end date), photographs, and press information. In addition, you are 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 the Grantee. The ASPCA will provide you with reasonable notice of any such request unless otherwise mutually agreed upon.

You may submit requirements upon completion at any point during the grant term. Organizations that fail to submit required documentation in a timely manner may jeopardize future grants and/or grant payments. Should you need a due date extension, please forward your request, prior to the due date, to jill.buckley@aspcapro.org with the requirement type (e.g. Final Report, Financial Report, etc.), an explanation for your request (including the reason for the anticipated delay) and your preferred new due date.

2. Use of Grant Funds. The ASPCA shall pay the Grant to the Grantee according to the following schedule:

Payment Number	Total # of Payments	Approximate Schedule Date	Amount
1	1	December 29, 2012	\$2,063

The Project shall consist of the activities outlined in the Grant request submitted to the ASPCA (“Toward a Live Release Program or Activities Generously Made Possible by FidoPharm”). The Project shall also include the following: .

The Grantee acknowledges and agrees that the grant 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 the Grantee having to return the grant to the ASPCA within ten (10) days of the ASPCA’s request to do so.

The Grantee hereby grants to the ASPCA a license to use the Grantee’s name and trademarks on materials directly related to the activities of the Project and/or the Grant. The Grantee Key Contact is Ms. Kimberly McWhorter (the “Grantee Key Contact”), and the Grantee Key Contact shall communicate with Jill Buckley, Esq. (jill.buckley@aspca.org) monthly to review and evaluate the progress of the Project.

3. Acknowledgment of ASPCA Support. In consideration of the grant, the Grantee 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. The Grantee shall submit the Project Materials for review and approval by the ASPCA Grant Officer 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 Grantee without the prior written approval of the ASPCA Grant Officer. The ASPCA hereby grants to the Grantee 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 Grantee to remove all references to the ASPCA’s involvement if the ASPCA determines that the Grantee is not fulfilling its obligations under this Agreement 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 your cut-and-paste use on your website or other collateral. Instructions regarding links to the ASPCA’s website can be found at this URL: www.aspc.org/about-us/legal-information/link-to-us.html. Link banners can be found via this URL: <http://www.aspc.org/Home/About-Us/Free-ASPCA-Stuff/grantee-badges>.

For assistance regarding recognition of your Grant, including press releases, advisories, or general media outreach, please contact the ASPCA’s Media Department at press@aspca.org. A suggested press release template is provided as Schedule 2 as a helpful guide.

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A GRANT FROM THE



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4. Records. The Grantee will keep accurate books and records with respect to the grant in accordance with generally accepted accounting principles and business practices. The Grantee will maintain its books and records in such a manner that the receipts and expenditures of the Grant funds will be shown separately on such books and records in any easily checked form. The Grantee will keep records of receipts 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 the Grantee's acceptance of the Grant through such period.

5. Maintenance of Tax-Exempt Status. In carrying out the Project, the Grantee shall comply with all applicable federal, state and local laws and regulations. If the Grantee is a 501(c)(3) organization, the Grantee certifies that it is in good standing with the Internal Revenue Service and shall notify the ASPCA immediately of any change in, or challenge by the Internal Revenue Service to, its status as a 501(c)(3) tax-exempt organization.

6. Termination. The ASPCA may, in its sole discretion (i) withhold payment of funds until in its opinion the situation has been corrected or (ii) declare the Grant terminated in any of the following circumstances:

- (a) If, as the result of the consideration of reports and information submitted to it by the Grantee or from other sources, the ASPCA, in its sole discretion, determines that continuation of the Project is not reasonably in furtherance of the ASPCA's mission to provide effective means for the prevention of cruelty to animals throughout the United States (the "ASPCA Mission") or that the Project is not being executed in substantial compliance with the grant request (or work plan as revised) or that the Grantee is incapable of satisfactorily completing the work of the Project;
- (b) In the case of any violation by the Grantee of the terms and conditions of this Agreement;
- (c) In the event of any change in, or challenge by the Internal Revenue Service to, the Grantee's status as a 501(c)(3) tax-exempt organization if applicable; or

- (d) If it is revealed that, during the Project, the Grantee 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.

If the ASPCA terminates the Grant, it shall so notify the Grantee, whereupon it, if so requested by the ASPCA, shall promptly refund and pay back to the ASPCA any unexpended balance of the Grant funds in the Grantee's hands or under its control.

Upon completion of the Project or termination of this Agreement 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.

7. Future Funding. The Grantee acknowledges that the ASPCA and its representatives have made no actual or implied promise of funding except for the amounts specified in this Agreement. If any of the Grant funds are returned or if the Grant is rescinded, the Grantee acknowledges that the ASPCA will have no further obligation to the Grantee in connection with this Grant as a result of such return or rescission.

8. Modification. No amendment or modification of this Agreement shall be valid, unless made in writing and duly executed by the parties hereto.

9. Miscellaneous. This Agreement is intended to be binding upon the Grantee and the ASPCA. This Agreement represents the final agreement between the parties with respect to the subject matter hereto, and supersedes any and all prior agreements, written or oral, between the parties with respect to the matters contained herein. This Agreement is not intended to, nor shall it be deemed to create, any partnership or joint venture between the Grantee 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.

By endorsing and depositing the Grant check, you represent and warrant that you are capable of binding the Grantee to the terms set forth in this Agreement.

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.

Sincerely,

Michael Barrett

Vice President, Grants Management

CC: grants@aspca.org

Schedule 1: Grant Reporting Requirements

We require ASPCA grantees to fulfill a variety of requirements based on the grant size and purpose. We make every effort to minimize the reporting burden on grantees while employing best practices in all of our grants programs.

Please follow these guidelines when submitting requirements:

- Submit ALL requirements online by logging into your [ASPCA Grant Account](https://www.grantrequest.com/SID_900?SA=AM) at https://www.grantrequest.com/SID_900?SA=AM
- Please adhere to the due dates – you may submit fulfilled requirements at any point during the grant term. Should you need extra time to submit any particular requirement, please contact the ASPCA Contact on your award letter prior to the due date with 1) a request for a due date extension, 2) the preferred due date and 3) an explanation for the request.

Grantees will be asked to submit some or all of the following requirements:

- *Acknowledgement of Agreement* – all grant awards in the amount of \$5,000 or less must be acknowledged online as your official indication that you intend to use the funds as instructed in the grant agreement and be bound by all terms and conditions set forth in the grant agreement.
- *Final Report* – indication of results/outcomes and an analysis of your project plus an estimation or exact indication, if measurable, of the number of animals impacted by the grant.
- *Financial Report* – a comprehensive list of expenditures for which grant money is/has been used (typically best submitted in a spreadsheet). Financial Reports for projects that produce accurate, easily measurable outputs, such as targeted spay/neuter programs, should identify the cost per animal as part of a detailed report on the project.
- *Grant Recognition Report* – press releases, photos, clips or links showing recognition of the ASPCA's grant for your project. Please note that a grant does not imply endorsement, certification or approval of your organization and its activities nor does it imply affiliation with the ASPCA.
- *Photos* – Generally, we ask for photos that show pictorial evidence of the intended use of funds; we may also ask for photos associated with human interest stories for promotional purposes.
- *Press Information* – links to or uploads of press stories or anecdotal information that could be used for promotional purposes including human interest stories with accompanying photos.
- *Progress Report* – an interim report designed to inform your grant officer on the status of the project.
- *Receipts* – receipts or invoices for expenditures made with grant funds.
- *Signed Amendment* – occasionally a term of the grant agreement, such as the purpose or amount of a grant, will change during the grant term. Grants that exceed \$5,000 require a signed amendment.
- *Signed Contract* – payments of all grant awards that exceed \$5,000 are contingent upon your submission of two signed contracts mailed to ASPCA, Attn: Grants Department, 520 8th Avenue, 7th Floor, New York, NY 10018
- *Site Visit* – indicates that a grant officer wishes to make a physical site visit of your facility during the grant term, sometimes as a condition of payment or to provide your organization with additional non-cash outreach and resources.