

**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**

- Policy
- Policy
- Consent
- Consent

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Tavaglione, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Benoit and Ashley  
Nays: None  
Absent: Stone  
Date: August 28, 2012  
XG: Animal Services

Kecia Harper-Ihem  
Clerk of the Board  
By: *Kecia Harper-Ihem*  
Deputy

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*  
DATE: 8/16/12

Departmental Concurrence

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

**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 92<sup>nd</sup> 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](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.

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

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.

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#### **E. Reporting**

1. The RCDAS shall submit regular, monthly reports in the form provided by ASPCA and attached hereto as Exhibit A by the 10<sup>th</sup> day of the following month. Submitted forms must be completed in their entirety. 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.

**"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

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

Agreed to this \_\_\_ day of August, 2012, by:

*Pam Burney, Vice President  
Community Initiatives*

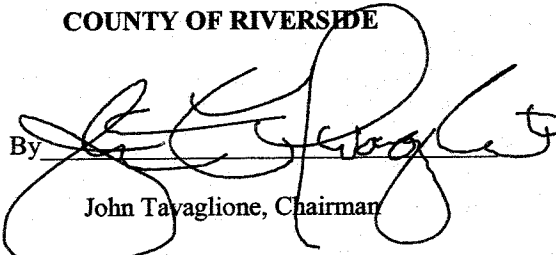
*For the ASPCA*

*Kimberly McWhorter  
Program Coordinator*

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

**COUNTY OF RIVERSIDE**

By

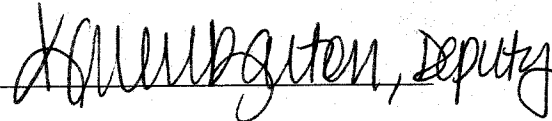
  
John Tavaglione, Chairman

Riverside County Board of Supervisors

Date AUG 28 2012

ATTEST: Kecia Harper-Ihem, Clerk

By

  
Kecia Harper-Ihem, Deputy

FORM APPROVED COUNTY COUNSEL

BY

  
BRUCE G. FORDON

8/18/12  
DATE

**EXHIBIT B—AUTHORIZED REPRESENTATIVES**

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

Address: 424 East 92<sup>nd</sup> 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 8<sup>th</sup> 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