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



ITEM: 3.12 (ID # 12813)

**MEETING DATE:** 

Tuesday, August 04, 2020

FROM: ANIMAL SERVICES:

SUBJECT: ANIMAL SERVICES: Accept and Approve the Maddie's Fund Grant Agreement

between Department of Animal Services and Maddie's Fund; All Districts.

[\$20,000 - 100% Grant Revenue]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Accept the grant in the amount of \$20,000 from Maddie's Fund to support pet foster care activities related to COVID-19 relief;

2. Approve the Grant Agreement between Maddie's Fund and the County of Riverside (Grant Agreement) in the amount of \$20,000;

3. Authorize the Director of Animal Services to execute the Grant Agreement on behalf of the County of Riverside; and

4. Authorize the Director of Animal Services to take all steps necessary to implement and administer the Grant Agreement.

**ACTION: Policy** 

### MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:

Jeffries, Spiegel, Washington, Perez and Hewitt

Navs:

None

Absent:

None

Date:

August 4, 2020

XC:

**Animal Services** 

Deputy

Kecia R. Harper

Clerk of the Board

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

FINANCIAL DATA	Current Fiscal Year:		Next Fiscal Year:		Total Cost:	Ongoing Cost	
COST	\$	20,000	\$	0	\$ 20,000	\$0	
NET COUNTY COST	\$	20,000	\$	0	\$ 20,000	\$0	
SOURCE OF FUNDS: 100% funded by Maddie's Fund					Budget Adjus	Budget Adjustment: No	
					For Fiscal Yea	ar: 20/21	

C.E.O. RECOMMENDATION: Approve

### **BACKGROUND:**

### <u>Summary</u>

The Department of Animal Services (DAS) applied for a grant through Maddie's Fund for COVID-19 pet foster care relief. DAS was awarded a grant in the amount of \$20,000. The grant must be used for animal foster care relief related to DAS' COVID-19 response, and may include activities related to feeding, animal care, supplies, medical treatment, and technology that supports foster care and support for shelter pets.

DAS will use the grant funds to support medical care and veterinary supplies, husbandry and food stocks for fosters, and enhanced technology to facilitate the foster process by removing barriers. The technology we are seeking are devices to enable remote assistance for foster parents and veterinary consults. These devices (such as iPads) will be used by staff to create profiles that feature animals in need, for posts on social media, and to track and coordinate foster placement remotely.

Staff recommend accepting the grant, approving the Grant Agreement, and authorized the Director of DAS to execute the Grant Agreement.

### Impact on Residents and Businesses

The grant funding will have a positive impact on Riverside County residents and their pets during this COVID-19 emergency. It will enable DAS staff to quickly and efficiently send animals to a foster home, medically evaluate shelter animals in foster homes, and transfer animals to foster homes while maintaining social distancing requirements. This will be done through advancing technology available to staff.

#### ATTACHMENT:

Maddie's Fund Grant Agreement

Page 2 of 2 ID# 12813 3.12

# WHEN DOCUMENT IS FULLY EXECUTED RETURN CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010 Post Office Box 1147, Riverside, Ca 92502-1147 Thank you.



July 16, 2020

Julie Bank
Director
Riverside County Department of Animal Services
6851 Van Buren Blvd.
Jurupa Valley, CA 92509

Dear Ms. Bank:

The Duffield Family Foundation, dba Maddie's Fund®, is pleased to inform you that on May 18, 2020 its Board of Directors approved a Pet Foster Care Stimulus Grant in the amount of \$20,000 to be paid to Riverside County Department of Animal Services to support your foster program. This grant is being made in response to the application submitted by Riverside County Department of Animal Services to Maddie's Fund on April 15, 2020 (the "Proposal"). Payment of this grant is subject to the terms and conditions described more fully below.

### **Funding of the Grant**

Riverside County Department of Animal Services acknowledges and agrees that it received payment in the amount of \$20,000 on June 15, 2020.

### **Use of Grant Funds**

Riverside County Department of Animal Services agrees that all grant monies received and any income therefrom ("Grant Funds") will be used only to support Riverside County Department of Animal Services' foster program, as described in the "Proposal". Grant Funds may not be used for any other purposes without the prior written approval of Maddie's Fund.

### **Grant Reporting Requirements**

Riverside County Department of Animal Services agrees to participate in a Zoom Huddle to discuss the experience with this grant and how the grant funds were spent. This Zoom Huddle will be held within two weeks of the end of the grant period (i.e., late August to early September 2020). Maddie's Fund will contact Riverside County Department of Animal Services to schedule the Huddle.



Riverside County Department of Animal Services acknowledges that it is a member of the Maddie's Fund Coalition in Shelter Animals Count (<a href="https://www.shelteranimalscount.org">www.shelteranimalscount.org</a>).

As a national animal welfare leader and funder of animal welfare in North America, Maddie's Fund believes that organizations should be transparent about the number of animals that come under their care, and the outcome for all of those animals. That is why we support the public availability of key data (the basic data matrix as defined by <a href="Shelter Animals Count">Shelter Animals Count</a>), from all animal welfare agencies and nonprofits, both publicly and privately funded and whether or not they provide government animal control services or humane law enforcement.

### Maddie Recognition

Riverside County Department of Animal Services agrees that Maddie's Fund will be given appropriate recognition, commensurate with the level of funding provided by this grant, (1) in any social media post, press release, article, newsletter, or other publication issued by Riverside County Department of Animal Services, which discusses this grant or any activities funded in whole or part by this grant and (2) in any talks or other presentations by Riverside County Department of Animal Services before civic or community groups, the press, or other public gatherings, which presentation mentions this grant or any activities funded in whole or part by this grant and (3) on your donor wall, annual report, website, newsletter or other printed materials with donor information. Riverside County Department of Animal Services will consult with Maddie's Fund in implementing this paragraph and using the recognition logo or hashtag #ThanksToMaddie. The Maddie's Grant Recognition Toolkit can be found here: <a href="http://www.maddiesfund.org/grant-recognition.htm">http://www.maddiesfund.org/grant-recognition.htm</a>.

### Remedies

Riverside County Department of Animal Services agrees to immediately repay to Maddie's Fund any portion of Grant Funds which is spent or committed for any purpose other than to support Riverside County Department of Animal Services' foster program, as described in the application. If Maddie's Fund in its reasonable discretion determines that Riverside County Department of Animal Services has substantially violated or failed to carry out any provision of this letter agreement, including but not limited to failure to submit adequate reports when due, Maddie's Fund may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Riverside County Department of Animal Services under this or any other grant agreement, and Maddie's Fund may demand the return of all or part of the grant funds not properly spent or committed to third parties, which Riverside County Department of Animal Services shall immediately repay to Maddie's Fund. Maddie's Fund may also avail itself of any other remedies available by law. This Agreement may be enforced by Maddie's Fund by an action for specific performance and injunctive relief or by any other appropriate remedy by any court having jurisdiction. Riverside County Department of Animal Services acknowledges and agrees that Maddie's Fund shall have the legal standing necessary to bring any suit it deems necessary to enforce the terms of this letter agreement.



### **General Provisions**

Maddie's Fund may review financial and other records and materials connected with any equipment purchased or activities financed by this grant. Riverside County Department of Animal Services also agrees to allow Maddie's Fund to distribute this letter agreement to other third parties and to reference and/or include information about this grant in public reports, press releases, and other public or private communications with input from Riverside County Department of Animal Services.

By countersigning this letter, you represent that Riverside County Department of Animal Services is a political subdivision of a state, county, or municipality as described in Internal Revenue Code Section 170(c)(1). Riverside County Department of Animal Services agrees that it will use proceeds granted by Maddie's Fund for exclusively public purposes as required by IRC Section 170(c)(1). Riverside County Department of Animal Services will not use any amounts granted by Maddie's Fund to carry on propaganda or otherwise attempt to influence legislation. Riverside County Department of Animal Services also agrees not to use the Grant Funds to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive.

The activities described in this agreement in no way create an agency relationship between Maddie's Fund and Riverside County Department of Animal Services, or any other person, organization, or entity related to or acting on behalf of Riverside County Department of Animal Services. Nor do the activities described in this agreement make Maddie's Fund in any way responsible for the actions or inactions of Riverside County Department of Animal Services, or any other person, organization, or entity related to or acting on behalf of Riverside County Department of Animal Services.

This letter agreement constitutes the entire agreement between the parties and supersedes any prior oral or written understandings, communications, and representations. This agreement may be signed in counterparts and may be amended or modified only by a written document executed by duly authorized representatives of Riverside County Department of Animal Services and Maddie's Fund. The failure by Maddie's Fund to exercise or enforce any right under this agreement, or the waiver of any such right at the time it arises, shall not operate as a waiver of Maddie's Fund's right to exercise or enforce such right or any other right in the future.

If this letter correctly sets forth Riverside County Department of Animal Services' understanding of the agreement with Maddie's Fund regarding this \$20,000 grant, please countersign this letter at the place indicated below and return it to Maddie's Fund.



On behalf of all of us at Maddie's Fund, we wish Riverside County Department of Animal Services the best of success in its humane work.

Sincerely,

MADDIE'S FUND®

By: They Import Suck Mary Ippoliti-Smith Executive Leadership Team

AGREED TO AND ACCEPTED THIS \_\_\_ DAY OF JULY 2020

RIVERSIDE COUNTY DEPARTMENT OF ANIMAL SERVICES

By: \_\_\_\_ Julie Bank Director

FORM APPROVED COUNTY COUNSEL

