

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

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|                            |                                     |           |                          |                |
|----------------------------|-------------------------------------|-----------|--------------------------|----------------|
| Meeting Date: June 7, 2011 | <input checked="" type="checkbox"/> | Consent   | <input type="checkbox"/> | Regular        |
|                            | <input type="checkbox"/>            | Ordinance | <input type="checkbox"/> | Public Hearing |

Department: Department of Public Safety  
Submitted By: Department of Public Safety  
Submitted For: Division of Animal Care and Control

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to: **A) Ratify** the signature of the Director of Animal Care and Control (ACC) on a copy of the grant agreement with the Animal Farm Foundation, Inc. in the amount of \$15,000 that was effective on April 7, 2011 and **B) Approve** a budget amendment of \$15,000 in the ACC Mobile Spay/Neuter Program fund to establish grant budget.

**Summary:** This grant will be used to renovate an existing passenger van to accommodate safe, comfortable transportation and temporary kenneling of adoptable dogs and cats. Additionally, the van can be used to adopt pets during special events. The County's logo and ACC's information will be displayed on the exterior of the van. Animal Farm Foundation Inc. is not seeking any recognition on the vehicle graphics. Animal Farm Foundation, Inc.'s time frame to apply for these funds did not allow for sufficient time to secure prior approval by the Board of County Commissioners. **No matching funds are required. Countywide (SF)**

**Background and Justification:** Animal Farm Foundation, Inc. provides grants to qualified recipients for various pet related projects nationwide. The agreement to use the funds for renovation of the adoption van was signed by the Division Director because there was a limited time opportunity for the funding. Utilizing this van should enable ACC to adopt more sterilized animals, thereby increasing adoptions and reducing euthanasia of healthy animals. The Animal Farm Foundation, Inc. is located in New York and this agreement will be governed by the laws of the State of New York.

**Attachments**

- 1) Animal Farm Foundation, Inc. Grant Agreement
- 2) Budget Amendment

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Recommended by:  5/19/11  
Department Director Date

Approved By:  5/19/11  
Assistant County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact**

| Fiscal Years             | <u>2011</u> | <u>2012</u> | <u>2013</u> | <u>2014</u> | <u>2015</u> |
|--------------------------|-------------|-------------|-------------|-------------|-------------|
| Capital Expenditures     | 15,000      |             |             |             |             |
| Operating Costs          |             |             |             |             |             |
| External Revenues        | (15,000)    |             |             |             |             |
| Program Income (County)  |             |             |             |             |             |
| In-Kind Match (County)   |             |             |             |             |             |
| <b>Net Fiscal Impact</b> | <u>0</u>    |             |             |             |             |

**# ADDITIONAL FTE POSITIONS (Cumulative)**      0      0      0      0      0

Is Item Included In Current Budget?    Yes         No   X  

Budget Account Exp No: Fund      Department      Unit      Object       
 Rev No: Fund      Department      Unit      Object     

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Fund: ACC Mobile Spay/Neuter Program fund  
 Unit: Animal Farm Foundation, Inc. Grant

Departmental Fiscal Review: Stephanie Lepioka

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

[Signature] 5/27/11  
 OFMB  
 5/27/11  
 5/28/11  
 5/29/11

[Signature] 5/27/11  
 Contract Administration

**B. Legal Sufficiency:**  
[Signature]  
 Assistant County Attorney

**C. Other Department Review:**  
 \_\_\_\_\_  
 Department Director

This summary is not to be used as a basis for payment.

**Animal Farm Foundation, Inc.  
P.O. Box 624  
Bangall, NY 12506**

**(845) 868-7559**

## **Expenditure Responsibility Grant Agreement**

**Date of Agreement:** April 7, 2011

**Grantee:** Palm Beach County Animal Care and Control  
7100 Belvedere Rd.  
West Palm Beach, FL 33411

**Purpose of Grant:** To advance the mission of Animal Farm Foundation, Inc. ("Grantor") through the partial funding of an adoption van for Palm Beach County Animal Care and Control ("Grantee") in accordance with paragraph A.

**Amount of Grant:** \$15,000.

**Payment Schedule:** Upon signature of Grantee.

This grant is awarded by Grantor subject to the following terms and conditions:

- A. Grantee facilitates dog adoptions through the use of a van that enables mobile adoption events. Grantee has secured a new adoption van that requires conversion to accommodate safe, comfortable transportation and temporary kenneling of adoptable dogs and cats (the "Adoption Van"). The purpose of this grant is to fund the conversion of the Adoption Van.
- B. Grantee confirms that it is an organization not recognized by the Internal Revenue Service as a public charity. Grantee agrees, as a material condition of this grant agreement, to comply with all provisions of the Internal Revenue Code of 1986, as amended (the "IRC"), and all IRS regulations, in each case, with respect to an expenditure responsibility grant made by a private foundation.
- C. Grantee will utilize the grant funds (together with any income earned upon investment of the grant funds) only as described above in "Purpose of Grant",

which purpose involves exclusively charitable and educational activities described in IRC §170(c)(2)(B) that are consistent with the Grantor's tax-exempt status. Grantee will not expend any of these grant funds to carry on propaganda or otherwise attempt to influence legislation, to intervene in or influence the outcome of any specific public election, to support or oppose any political party or candidate for public office, or to engage in any other lobbying.

- D. Grantee will provide not more than ninety (90) days after final expenditure of the grant funds, a report, substantially in the form of the attached Expenditure Responsibility Report. Grantee will maintain records of expenditure of grant funds, and will allow the Grantor and its representatives to have reasonable access during regular business hours to files, books and records (including financial records), accounts or personnel that are associated with this grant and which document the manner in which all grant funds have been spent, for the purpose of exercising expenditure responsibility, as such may be deemed necessary by the Grantor.
- E. In addition to the Expenditure Responsibility Report discussed in paragraph D, Grantee will provide reports to Grantor for the life of the Adoption Van as follows:
- 1) For the first full year after the grant is made, quarterly reports (due Sep. 1, Dec. 1, March 1, and June 1) on: the total number of dogs adopted as a result of the Adoption Van (to the best of Grantee's ability); the location and frequency of Adoption Van events; and copies of any promotional materials used to advertise events involving the Adoption Van.
  - 2) For the second full year after the grant is made, semiannual reports (due Dec. 1 and June 1) on: the total number of dogs adopted as a result of the Adoption Van (to the best of Grantee's ability); and location and frequency of Adoption Van events.
  - 3) For the remaining years of the life of the Adoption Van, annual reports (due June 1) on: the total number of dogs adopted as a result of the Adoption Van (to the best of Grantee's ability).
- F. This grant is earmarked for the project identified above, as described herein, and neither the grant, nor any income earned from investment of the grant funds, may be expended for any other purpose. Grantee accepts and will discharge full control of the grant and its disposition and responsibility for complying with this agreement's terms and conditions. Unless otherwise agreed by the Grantor, any unexpended funds from this grant will be returned to the Grantor.
- G. This grant is not in any way earmarked to, and shall not be used to, support or

carry on, directly or indirectly, any lobbying or voter-registration drive.

- H. Grantee will allow Grantor to review and approve any text of any proposed publicity concerning this grant prior to its release.
- I. Grantee will submit to Grantor for approval any wrap or other graphic design for the Adoption Van prior to affixing to the Adoption Van.
- J. The Grantor reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds, if in the Grantor's sole discretion, such action is necessary: (1) because Grantee has not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of the Grantor; (3) to comply with any law or regulation applicable to the Grantee, to the Grantor, or this grant. In addition, if any part of the grant is not expended or committed for the purpose described above in "Purpose of Grant," and/or if the Litigation is discontinued, dismissed or otherwise finally adjudicated, whether in favor of Grantee's client(s) or otherwise, the Grantee will notify the Grantor; and the Grantor will have the absolute right to change the terms of, or terminate, this grant. If the grant is so terminated, the Grantee agrees to return any unexpended proceeds of the grant to the Grantor immediately and to provide an accounting as to the use of any expended funds.
- K. The grant, as well as income earned from any investment of the grant funds, will be maintained in a separate fund dedicated for charitable or educational purposes that are described in IRC §170(c)(2)(B).

Please have the enclosed copy of this agreement reviewed and signed where indicated by an authorized officer of Grantee and then returned to us within three weeks of receipt of this agreement.

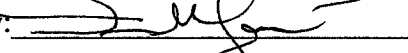
On behalf of Grantee, I understand and agree to the foregoing terms and conditions of Grantor's grant, and hereby certify my authority to execute this agreement on Grantee's behalf.

This letter will constitute the full understanding between the parties and will be governed by the laws of the State of New York.

Agreed to and subscribed as of the date written above.

Palm Beach County Animal Care and Control

EIN: 59-6000785

By: 

Printed name: Dianne Sauve, Director

**PALM BEACH COUNTY ANIMAL CARE AND CONTROL**

Re: Expenditure Responsibility Report for [Grantee's Fiscal Year End]

Animal Farm Foundation, Inc.  
P.O. Box 624  
Bangall, NY 12506

To Whom It May Concern:

The following constitutes the Expenditure Responsibility Report for Palm Beach County Animal Care and Control (the "Grantee") for the period \_\_\_\_\_ to [GRANTEE'S FISCAL YEAR END] for the grant of \$15,000.00 (the "Grant") paid or to be paid to the Grantee pursuant to a grant award dated April 7, 2011. The purpose of the Grant was to fund the conversion of a van to make it suitable for dog adoption events which involves exclusively charitable and educational activities described in §170(c)(2)(B) of the Internal Revenue Code of 1986, as amended ("IRC"), that are consistent with Animal Farm Foundation, Inc.'s tax-exempt status.

During the Grantee's most recent fiscal year, the Grantee expended \$\_\_\_\_\_ of the Grant proceeds and income earned thereon. This amount has been used solely for the purposes described in the grant award, namely to fund the conversion of a van to make it suitable for dog adoption events. The project was completed on \_\_\_\_\_.

A specific accounting of expenditures made from the Grant funds is attached to this report.

Sincerely,  
[NAME]  
[TITLE]

**[ATTACH ACCOUNTING SHOWING EXPENDITURES  
BY CATEGORY OF EXPENSE]**

6925

**ANIMAL FARM FOUNDATION, INC.**  
**PALM BEACH COUNTY ANIMAL CARE &**

Check Number: 6925  
Check Date: Apr 27, 2011

Check Amount: \$15,000.00

| Invoice | Date    | Discount Taken | Amount Paid | Quantity | Description                            |
|---------|---------|----------------|-------------|----------|--|
|         | 4/27/11 |                | 15000.00    |          | GRANT: PARTIAL FUNDING OF ADOPTION VAN |

6925

**ANIMAL FARM FOUNDATION, INC.**  
318 EAST 51ST STREET  
NEW YORK, NY 10022

**J.P.Morgan**  
JPMorgan Chase Bank, N.A.  
New York, New York  
1-2-210



Memo:

Apr 27, 2011  
DATE

15000.00  
AMOUNT

Fifteen Thousand and 00/100 Dollars

PAY  
TO THE  
ORDER  
OF

**PALM BEACH COUNTY ANIMAL CARE & CONTROL**  
7100 BELVEDERE ROAD  
WEST PALM BEACH, FL 33411

**ANIMAL FARM FOUNDATION, INC.**

*[Handwritten Signature]*  
AUTHORIZED SIGNATURE

Security features. Details on back.

⑈006925⑈ ⑆021000021⑆ 003087476⑈



**Animal Farm Foundation, Inc.**  
**P.O. Box 624**  
**Bangall, NY 12506**  
  
**(845) 868-7559**

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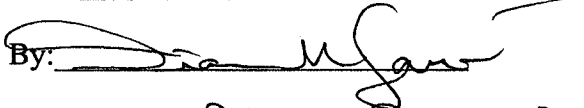
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This letter will constitute the full understanding between the parties and will be governed by the laws of the State of New York.

Agreed to and subscribed as of the date written above.

Palm Beach County Animal Care and Control

EIN: 59-6000785

By: 

Printed name: Dianne Sauve, Director

**PALM BEACH COUNTY ANIMAL CARE AND CONTROL**

Re: Expenditure Responsibility Report for [Grantee's Fiscal Year End]

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P.O. Box 624  
Bangall, NY 12506

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Sincerely,  
[NAME]  
[TITLE]

**[ATTACH ACCOUNTING SHOWING EXPENDITURES  
BY CATEGORY OF EXPENSE]**

6925

**ANIMAL FARM FOUNDATION, INC.**  
PALM BEACH COUNTY ANIMAL CARE &  
CONTROL

Check Number: 6925  
Check Date: Apr 27, 2011

Check Amount: \$15,000.00

| Invoice | Date    | Discount Taken | Amount Paid | Quantity | Description                               |
|---------|---------|----------------|-------------|----------|---|
|         | 4/27/11 |                | 15000.00    |          | GRANT: PARTIAL FUNDING OF ADOPTION<br>VAN |

6925

**ANIMAL FARM FOUNDATION, INC.**  
318 EAST 51ST STREET  
NEW YORK, NY 10022

**J.P.Morgan**  
JPMorgan Chase Bank, N.A.  
New York, New York  
1-2-210



Memo:

Apr 27, 2011

15000.00

DATE

AMOUNT

Fifteen Thousand and 00/100 Dollars

PAY  
TO THE  
ORDER  
OF

PALM BEACH COUNTY ANIMAL CARE & CONTROL  
7100 BELVEDERE ROAD  
WEST PALM BEACH, FL 33411

ANIMAL FARM FOUNDATION, INC.

*Henry Cook*  
AUTHORIZED SIGNATURE

Security features. Details on back.

⑈006925⑈ ⑆021000021⑆

003087476⑈

**BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT**

BGEX 660-051011-01507  
BGRV 660-051011-00527

**FUND 1420 ACC Mobile/Spay Neuter Program**

Use this form to provide budget for items not anticipated in the budget.

| ACCT.NUMBER                | ACCT. NAME                            | ORIGINAL BUDGET  | CURRENT BUDGET   | INCREASE      | DECREASE | ADJUSTED BUDGET  | EXPENDED/ ENCUMBERED AS OF 05/10/11 | REMAINING BALANCE |
|----------------------------|---------------------------------------|------------------|------------------|---------------|----------|------------------|-------------------------------------|-------------------|
| <b><u>REVENUES</u></b>     |                                       |                  |                  |               |          |                  |                                     |                   |
| 662-2241-6600              | Contributions frm Private Sources     | 0                | 0                | 15,000        | 0        | 15,000           | 0                                   | 15,000            |
|                            | Total Revenues and Balances           | <u>1,087,556</u> | <u>1,087,556</u> | <u>15,000</u> | <u>0</u> | <u>1,102,556</u> |                                     |                   |
| <b><u>EXPENDITURES</u></b> |                                       |                  |                  |               |          |                  |                                     |                   |
| 662-2241-6401              | Machinery & Equipment                 | 0                | 0                | 15,000        | 0        | 15,000           | 0                                   | 15,000            |
|                            | Total Appropriations and Expenditures | <u>1,087,556</u> | <u>1,087,556</u> | <u>15,000</u> | <u>0</u> | <u>1,102,556</u> |                                     |                   |

Attachment #

**Public Safety**

**INITIATING DEPARTMENT/DIVISION**  
**Administration/Budget Department Approval**  
**OFMB Department - Posted**

**Signatures**

**Date**

*Stephanie Sejnora*

5/19/11

**By Board of County Commissioners  
At Meeting of**

**June 7, 2011**

**Deputy Clerk to the  
Board of County Commissioners**