

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Capital Expenditures					
Operating Costs	30,000				
External Revenues	(30,000)				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	<u>0</u>				

ADDITIONAL FTE

POSITIONS (Cumulative)	0	0	0	0	0
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Is Item Included In Current Budget? Yes No

Budget Account Exp No: Fund 0001 Department 660 Unit 2231 Object varies
 Rev No: Fund 0001 Department 660 Unit 2231 RevSc 6694

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

Fund: General Fund
 Unit: Best Friends TNVR Grant
 Grant: Best Friends Animal Society

Departmental Fiscal Review: Stephanie Smith

III. REVIEW COMMENTS

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

[Signature] 6/24/16
 OFMB
 6/22/16
 8/1/16
 AK
 6/24/16

[Signature] 6/27/16
 Contract Administration
 6/27/16

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.



Department of Public Safety
 20 S. Military Trail
 West Palm Beach, FL 33412
 (561) 712-6470
 Fax: (561) 712-6490
www.pbcgov.com

Interoffice Correspondence

TO: The Honorable Mary Lou Berger, Mayor
 Board of County Commissioners

FROM: Stephanie Sejnoha, Director
 Public Safety Department

THROUGH: Verdenia Baker, County Administrator

DATE: May 24, 2016

RE: **Emergency Authorization to sign grant agreement**

■

**Palm Beach County
 Board of County
 Commissioners**

Mary Lou Berger, Mayor
 Hal R. Valeche, Vice Mayor

Paulette Burdick
 Shelley Vana
 Steven L. Abrams
 Melissa McKinlay
 Priscilla A. Taylor

County Administrator
 Verdenia C. Baker

Pursuant to PPM# CW-F-003, your signature is requested for a grant agreement with **Best Friends Animal Society** for the project titled **Trap Neuter Return/Return to Field Program** in the amount of **\$30,000**. The grant agreement is due to the funding agency by **May 25, 2016**.

The emergency signature process is being utilized because there is not sufficient time to submit this grant agreement through the regular Board of County Commissioners' agenda process before the grant agreement due date. Once the executed grant agreement is received back from the funding agency, staff will submit for the Board's review at the next available meeting.

This project is to **establish a Trap Neuter Return/Return to Field Program**.

There is no match required.

This grant agreement will operate through April 30, 2017.

If additional information is needed, please contact **Dianne Sauve at 233-1250**.

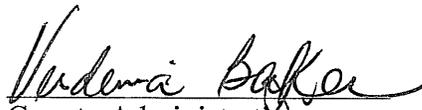
Approved:



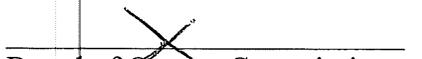
 OFMB



 County Attorney's Office



 County Administration

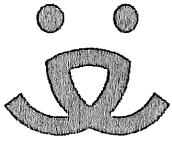


 Board of County Commissioners

"An Equal Opportunity
 Affirmative Action Employer"

Attachment # 1

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**Best
Friends
Animal
Society**

SAVE THEM ALL

2016 GRANT AGREEMENT

BASIS

Best Friends Animals Society ("Best Friends" or "BFAS") is a 501(c)(3) nonprofit corporation based in Kanab, Utah, whose mission is **No More Homeless Pets®**.

Best Friends is sponsoring a program (the "Program") to provide grants to animal welfare organizations who are members of the Best Friends No More Homeless Pets Network, who are working to save animal lives by providing an unfunded or underfunded need in the areas they serve.

Recipient is a 501(c)(3) nonprofit animal welfare charity or a municipal shelter and has developed a project with a Network Specialist and submitted a proposal to Best Friends requesting to be awarded a grant pursuant to the Program.

Recipient been selected to receive a grant.

In consideration of the receipt of this grant, Recipient agrees to the following terms:

AGREEMENT

Grant Amount and Term

Name of Organization: Palm Beach County Animal Care and Control

EIN # 59-6000785

This is a one-time grant in the amount of: \$30,000

The grant shall be disbursed as follows:

- Grant funds will be awarded upon receipt of all requested signed agreements and forms. Agreements and forms must be returned by April 28, 2016
- The period of this grant project is one year. All funds must be spent by April 2017.

Use of Grant Funds

Best Friends Animal Society
5001 Angel Canyon Road
Kanab, UT 84741
bestfriends.org

Best Friends Animal Society - Los Angeles
15321 Brand Blvd.
Mission Hills, CA 91345
bestfriends.org/la

Best Friends Animal Society -
New York City
contactnyc@bestfriends.org

Best Friends Animal Society - Utah
2005 South 1100 East
Salt Lake City, UT 84106
bestfriends.org-utah

Attachment # 1

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Recipient agrees to use the grant for the program or project described in its grant application only and as further clarified in email notification from Best Friends describing approval of Grant funds, and for no other purposes.

Grant Recipient Responsibilities

A. Specific Obligations

Recipient agrees that grant funding is provided to achieve establishing a TNR/RTF program, providing a minimum of 250 TNR's and a minimum reduction of shelter euthanasia for cats of 150 compared to 2015 statistics at Palm Beach County Animal Care and Control

B. Grant Reports

Recipient agrees to provide Best Friends with monthly progress reports and quarterly municipal stats upon request as well as a final report detailing grant expenditures, program progress/results, other pertinent statistics, within 45 days of the end of the project.

Reports will be requested on the following dates:

Funding	Monthly	Quarterly
April 28, 2016	Due by the 15 th of each month	March, June, Sept, Dec due by the 15 th

Reports shall be submitted on forms provided by Best Friends. Each report will cover **one calendar month** and shall require a detailed accounting of how the grant funds have been spent as well as reporting on the results of the grant project. Quarterly reports will require municipal shelter statistics. A sample report worksheet will be provided.

- Grant report will include
 - detailed documentation of how the funds were spent (including receipts, if requested)
 - Data and details on numbers for some or all of the following:
 - Dog adoptions
 - Dog spay/neuter
 - Cat adoptions
 - Cat spay/neuter
 - Number of families served

- If applicable, report on lifesaving impact: reduction in shelter deaths as a result of this project quarterly as evidenced by municipal shelter statistics.

C. NMHP Network Program Monthly Intake, Outcome, and Spay-Neuter Reporting Requirement

Network Partner agrees that they will report overall monthly intake, outcome and spay-neuter data to Best Friends using the Best Friends online data reporting system, or other data reporting system designated and approved by Best Friends. Network Partner understands that this overall data reporting is separate from the grant reports and is a requirement for continued participation in all promotions, events, and grant opportunities offered by the No More Homeless Pets Network.

D. Grant Program Branding Terms and Promotion

Recipient shall cooperate with Best Friends regarding the promotion of the Program. All press, news, or other media releases and other forms of publicity relating to the Program, including web-based communications and social media posts must be pre-approved by Best Friends. Any such publicity efforts proposed by Recipient shall acknowledge the participation of Best Friends and shall be submitted by Recipient to Recipient's appointed mentor at Best Friends for review and approval not less than 5 days in advance of the proposed dissemination date and shall. Materials may not be disseminated without the express approval of Best Friends. This provision shall apply only to promotion of the Program and not to other efforts carried out by Recipient.

Recipient agrees that BFAS may issue reports or statements to its members, the media and the public about the grant and identifying Recipient. This includes, but is not limited to websites, newsletters, press releases, magazine articles, blogs, and podcasts. Recipient shall reasonably cooperate with Best Friends Network staff, Volunteer Team Leaders, and News or Magazine writers in the production of such news content.

Neither party may use each other's logos, trademarks, or other intellectual property without express permission.

Grant Recipient Representations and Warranties

Recipient represents and warrants as follows:

- Recipient is a qualified 501(c)(3) entity or government organization;
- Recipient is an activated member of BFAS No More Homeless Pets Network;
- The individual signing this Agreement on behalf of Recipient is duly authorized to do so.

Grant Restrictions

In addition to abiding by the requirement that the grant funds be used in furtherance of the program described in Recipient's grant application, Recipient specifically agrees that no portion of the grant funds will be used for any of the following: (i) to lobby or otherwise attempt to influence legislation; (ii) to influence outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly; (iii) to support or oppose any elected official or candidate for public office or on any particular issue.

Attachment # 1

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Termination by Best Friends

Best Friends may immediately terminate this Agreement without penalty or any further obligation. Such event shall not constitute an event of default. All obligations of Best Friends will cease upon the date of termination.

Photo, Video, Digital and Audio Release

Recipient grants to BFAS permission and rights to photograph, video, and audio record any of Recipient's programs or events for the duration of the grant. Recipient grants to BFAS the right to indefinitely use such photographs, videos or digital images and voices. This release covers all photos, videos, and audio recordings made by BFAS or its employees, contractors or agents. Recipient understands and agrees that these photographs, videos, or digital images and recordings may be used by BFAS in its sole discretion including for identification purposes, to promote or report about BFAS events, activities and mission; to raise donations, or for other purposes. This includes, but is not limited to, any royalties, proceeds, or other benefits derived from such images or recordings. This release remains in effect even after the end of the grant period.

Recipient further agrees not to make any claim against BFAS or its employees, contractors or agents for the use of these photographs, videos or digital image or voice recordings. Recipient understands this agreement releases and forever discharges BFAS from any liability to Recipient, its successors, and assigns with respect to personal injury, property damage or other loss or damages that may result as a result from the making and use of photographs, videos or digital image or voice recordings.

Non Disparagement

Recipient agrees not to disparage BFAS during the grant period and for three years following the last disbursement from BFAS to Recipient.

Release

Recipient, its directors, officers, employees, representatives, agents, successors and assigns, agrees never to bring a claim or suit against BFAS relating to the grant program and its receipt of grant funds. Recipient agrees BFAS and its directors, officers, employees, representatives, agents, successors and assigns are not responsible for any of the decisions, plans, guidelines, work, or activities related to or arising from the program. Recipient releases BFAS and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from all liability arising from any work or activities related to the program or this grant.

Recipient understands this agreement discharges BFAS and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability to Recipient with respect to bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct or indirect, known or unknown, that may result as a result of Recipient's work, participation and activities related to this program or grant. To the extent permitted by law, Recipient releases BFAS and discharges BFAS and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from any liability for BFAS' own negligence or liability that may result in bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct or indirect, known

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Indemnity Agreement

To the extent permitted by law, Recipient and for its directors, officers, agents, employees, representatives, successors and assigns, agrees to indemnify and hold BFAS harmless for all bodily injury, personal injury, illness, death, property damage or other losses of any kind or nature whatsoever, direct or indirect, known or unknown, that result to anyone else or any other entity because of actions or omissions related to the program or this grant.

This includes lone acts or omissions by Recipient as well as the combined acts of Recipient with others.

Survival of Terms

The intellectual property rights, including the rights to use photos, digital, audio and video materials, agreed to in this agreement are perpetual. The releases and indemnity agreements are perpetual. The Non Disparagement clause survives for three years following the last disbursement from BFAS to Recipient.

Proprietary Information

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Other

These contract terms bind the successors and assigns of Recipient. Each term of this Agreement is material. Recipient expressly agrees the releases and indemnity agreement are intended to be as broad and inclusive as permitted by law. Recipient agrees that in the event that any clause or provision of this agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this agreement. This is the entire agreement between the parties and supersedes any other verbal or written statements, representations, or promises. This agreement may be signed in counterparts.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any disputes arising out of or related to this Agreement will be resolved in a Florida State Court of competent jurisdiction in Palm Beach County, Florida.

Attachment # 1

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By signing below, Recipient and Best Friends acknowledge and agree to the terms of this Grant Agreement.

Recipient

PALM BEACH COUNTY, a political subdivision of the State of Florida

Sharon R. Bock, Clerk & Comptroller

BY: _____
Deputy Clerk

BY: Paulette Burdick
~~Mayor Lou Berger, Mayor~~
Commissioner Paulette Burdick

DATE: _____

DATE: 5-26-2016

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND CONDITIONS:

BY: [Signature]
Assistant County Attorney

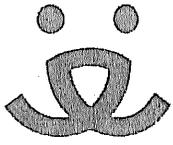
By: Stephanie Sejnoha
Stephanie Sejnoha, Director
Director of Public Safety

Best Friends Animal Society

By:
[electronic signature of authorized representative]
Name:
Title:
Date:

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Best
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SAVE THEM ALL

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By signing below, Recipient and Best Friends acknowledge and agree to the terms of this Grant Agreement.

Recipient

PALM BEACH COUNTY, a political subdivision of the State of Florida

Sharon R. Bock, Clerk & Comptroller

BY: _____
Deputy Clerk

DATE: _____

(SEAL)

BY: Paulette Burdick
~~Mary Lou Berger, Mayor~~
Commissioner Paulette Burdick

DATE: 5-25-2016

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: [Signature]
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS:

By: Stephanie Sejnoha
Stephanie Sejnoha, Director
Director of Public Safety

Best Friends Animal Society

By:
[electronic signature of authorized representative]
Name:
Title:
Date:

16 - 0899

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

BGEX - 660- 061516-1507
BGRV - 660- 061516-491

FUND 0001 - General Fund

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

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 6/9/2016	REMAINING BALANCE
Revenue								
0001-660-2231-6694	Grant From Oth Non-Govt	0	0	30,000	0	30,000		
	Total Revenue and Balance	1,175,064,887	1,200,161,158	30,000	0	1,200,191,158		
Expense								
0001-660-2231-3401	Other Contractual Services	0	0	7,000	0	7,000	0	7,000
0001-660-2231-5201	Material/Supplies Operating	0	0	5,000	0	5,000	0	5,000
0001-660-2231-5230	Medicine & Drugs	0	0	9,000	0	9,000	0	9,000
0001-660-2231-5231	Medical-Surgical Supplies	0	0	9,000	0	9,000	0	9,000
	Total Appropriation and Expenditures	1,175,064,887	1,200,161,158	30,000	0	1,200,191,158		

PUBLIC SAFETY
INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures	Date
<u>Stephane Semore</u>	<u>6/17/16</u>
<u>[Signature]</u>	<u>6/24/16</u>

By Board of County Commissioners
At Meeting of 7/12/2016
Deputy Clerk to the
Board of County Commissioners

Attachment # 2

Page 1 of 1